

CONTRACT FOR DESIGN PROFESSIONAL SERVICES  
FOR PROJECT NOS. 7385 25 & 7460 26

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

MEAD & HUNT, INC.

DATED SEPTEMBER 4, 2025

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ATTACHMENT 1 – FEE AND SCOPE PROPOSAL

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## **CONTRACT FOR DESIGN PROFESSIONAL SERVICES**

This Contract for Design Professional Services (Contract) is made and entered into this 4<sup>th</sup> day of September 2025 by and between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, (Owner), and Mead Hunt, Inc., a Wisconsin corporation, authorized to do business in the State of Florida, (Design Professional).

Normal civil, structural, environmental, geotechnical, mechanical, and electrical engineering services will be provided contractually through the Design Professional as indicated below by the following firms:

- AERO Systems
- Connico, Inc.
- Hyatt Survey Services, Inc.
- Mohsen Design Group
- Tierra South Florida
- TLC Engineering

The Owner and the Design Professional hereby agree as follows:

### **ARTICLE 1 PROJECTS**

The Projects are as follows:

entitled "General Aviation Apron Rehabilitation Authority Project No. 7385 25,"  
and

entitled "Airside E Passenger Boarding Bridge (PBB) Replacement Authority Project No. 7460 26,".

The Work is the construction of the Projects (Work).

### **ARTICLE 2 CONTRACT ADMINISTRATION**

This Contract will be administered by the Owner's Chief Executive Officer, Vice President of Planning and Development, or assigned designee.

### **ARTICLE 3 DESIGN PROFESSIONAL**

3.1 The services that the Design Professional will provide to the Owner under this Contract will be in accordance with Section 287.055, Florida Statutes, and will be in general accordance

with the Owner's Request for Qualifications dated February 5, 2025, entitled "Request for Qualifications for General Aviation Apron Rehabilitation and Airside E Passenger Boarding Bridge (PBB) Replacement, Project Nos. 7385 25 & 7460 26 at Tampa International Airport, Tampa, Florida", the Design Professional's response to the Owner's Request for Qualifications dated April 2, 2025, entitled "General Aviation Apron Rehabilitation and Airside E Passenger Boarding Bridge (PBB) Replacement", which are both incorporated herein by reference, the Design Professional's Fee and Scope Proposal dated August 25, 2025 entitled "Tampa International Airport, HCAA Project Number 7385 25, General Aviation Rehabilitation, HCAA Project Number 7460 26, Airside E Passenger Boarding Bridge Replacement, Design, Bid, and Construction Phase Services – Proposed Scope and Fee REVISION 3" which is attached hereto as Attachment 1 and incorporated herein by reference and all work orders and will include all things necessary to design and support the Project (collectively Services). In the event of any conflicts between this Contract and any other documents, the precedence in resolving such conflicts will be as follows:

3.1.1 This Contract

3.1.2 Individual work order and the Design Professional's associated Fee and Scope Proposal

3.1.3 The Owner's Request for Qualifications

3.1.4 Relevant portions of the Design Professional's response to Request for Qualifications

3.2 All design Services provided by or through the Design Professional pursuant to this Contract must be performed by qualified design professionals (Designers). The Design Professional designates Dave Schmidgall, whose business address is 4010 W Boy Scout Blvd., Suite 1000, Tampa, Florida 33607, and who is a qualified licensed professional, to serve as the Project Manager. The Project Manager will be authorized and responsible to act on behalf of the Design Professional with respect to directing, coordinating, and administering all aspects of the Services to be provided and performed under this Contract. The Design Professional designates Mark Breukink, whose title is Vice President, and whose business address is 2605 Port Lansing Rd, Lansing, MI, 48906, to have full authority to bind and obligate the Design Professional on all matters arising out of or relating to this Contract. The Design Professional agrees that the Project Manager will devote whatever time is required to satisfactorily manage the Services. Any replacement of the Project Manager will be subject to the prior approval and acceptance of the Owner.

3.3 The contracts between the Design Professional and the Designers, subconsultants, subcontractors, or suppliers, and any subsequent modifications thereto, must be in writing. These contracts, 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 Professional, it is expressly acknowledged and agreed by the Design Professional that the Owner will be identified as an intended third-party beneficiary of the contracts between the Design Professional and Designers,

subconsultants, subcontractors, and suppliers.

- 3.4 The Design Professional 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.
- 3.5 The Design Professional will provide a preliminary evaluation of the Owner's Project and Project budget requirements, each in terms of the other. The Design Professional will submit to the Owner, for the Owner's approval, the Design Professional's plan for construction cost estimating for use in estimating costs at 30%, 60%, 90% and development of the final construction cost estimate. Construction budgets and cost estimates must be prepared by qualified professionals, cost estimators or contractors under the authority of the Design Professional.
- 3.6 The Design Professional will be responsible to the Owner for acts and omissions of the Design Professional's officers, employees, agents, volunteers, Designers, subconsultants, subcontractors, suppliers, invitees, or any other person, directly or indirectly, employed or utilized by the Design Professional, including the Designers and others, performing any portion of the Design Professional's Services or obligations under this Contract.
- 3.7 Prior to the Design Professional's termination of the services of any subconsultant, subcontractor, or supplier designated in this Contract, the Design Professional will identify to the Owner in writing another subconsultant, subcontractor, or supplier, with respect to whom the Owner has no reasonable objection, who will provide the services originally to have been provided by the Designer whose services are being terminated.
- 3.8 The Design Professional agrees, within seven days of receipt of a written request from the Owner, to promptly remove and replace the Project Manager, or any other personnel employed or retained by the Design Professional, or any subconsultant, subcontractors, or supplier or any personnel of any such Designer, subconsultant, subcontractor, or supplier engaged by the Design Professional to provide and perform Services pursuant to the requirements of this Contract, whom the Owner will request in writing to be removed, which request may be made by the Owner with or without cause.
- 3.9 The Design Professional will be solely responsible for the technical completeness and accuracy of all Services performed under this Contract.
- 3.10 The Design Professional will comply fully with all applicable federal, state, county, municipal, and other governmental laws, including but not limited to, 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 (Florida Green Book), Manual on Uniform Traffic Control Devices

and requirements, FAA Advisory Circulars, TSA Security Directives, local ordinances, zoning, and permitting requirements, public notice requirements, and other similar requirements and Owner's Rules and Regulations, Policies, Standard Procedures, and Operating Directives (Law(s)). Any projects with FDOT funding require the Design Professional to comply with all applicable provisions of the FDOT Public Transportation Grant Agreement. Any projects with Federal funding require the Design Professional to comply with all applicable provisions of the Federal Grant Agreement. The Design Professional will comply fully with HCAA's Design Criteria Manual. The Design Professional 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.

The Design Professional will obtain all necessary permits, pay all required charges, fees, and taxes, and otherwise perform these Services in a legal manner. If any construction occurs on FDOT right of way, the Design Professional shall comply with all FDOT requirements contained in the FDOT Public Transportation Grant Agreement.

If the Design Professional believes or is advised by a Designer to provide Services on the Project that implementation of which would cause a violation of any applicable Law, the Design Professional must promptly notify the Owner in writing. Neither the Design Professional nor the Designer will be obligated to perform any act which violates any applicable Law.

3.11 The Design Professional will review Laws applicable to the 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 Project will be accomplished by appropriate written modification and disclosed by written notification to the Owner. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Design Professional, the Design Professional will certify that:

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

3.11.2 The plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents are consistent with the intent of the Project as defined in the FDOT Public Transportation Grant Agreement or other applicable Federal Grant Agreement.

3.11.3 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 has been performed.

- 3.11.4 The plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents comply with all applicable Laws.
- 3.12 Nothing contained in this Contract will create a contractual relationship between the Owner and any person or entity other than the Design Professional, except for the third-party beneficiary obligation set forth in Paragraph 3.3 above.
- 3.13 Press releases or other specialized publicity documents, including the Design Professional's advertising and news bulletins, which are related to this Contract and are intended by the Design Professional for the press, broadcasting, or television, will be drawn up in consultation with the Owner. Except as otherwise required by Law, the Design Professional 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 the Owner's Vice President of Planning and Development. The Design Professional shall incorporate the terms of this provision into all of its contracts, subcontracts, and other agreements of any tier and require all Designers, subconsultants, subcontractors, or suppliers to similarly incorporate the terms of this provision in their agreements.
- 3.14 The Design Professional will review with the Owner alternative approaches to the design and construction of the Project.
- 3.15 The Basic Services to be performed must commence on the date established in an executed work order and must be completed in accordance with the Design Professional's fee and scope proposal and the applicable executed work order. 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 Professional. Each work order will include a scope of services, level of effort, and related costs. Work orders will be construed to be in addition to, supplementary to, and consistent with the provisions of this Contract. Upon request by the Owner, the Design Professional 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 (or other agreed-upon rates) will be submitted in Microsoft Excel format when the work order is submitted.
- 3.16 Additional Services described below will be provided by the Design Professional and paid for by the Owner if authorized and confirmed in writing by the Owner.
- 3.16.1 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

Professional or anyone for whom the Design Professional is responsible and are:

- 3.16.1.1 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;
  - 3.16.1.2 Due to substantial changes required as a result of the Owner's failure to render decisions in a timely manner.
  - 3.16.2 Providing more extensive programmatic criteria than that furnished by the Owner.
  - 3.16.3 Providing such other services that may be required for the successful completion of the Project as directed by the Owner, not otherwise covered herein.
- 3.17 When the Owner's construction contractor (Contractor) considers that the whole Work, or a portion thereof designated in the construction contract documents for separate completion, is complete, the Contractor shall notify the Owner and Design Professional in writing of the completion of the portion or the whole of the construction; and for all design services that originally required certification by a Professional Engineer, the Design Professional shall provide an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to the FDOT Public Transportation Grant Agreement to the Owner and Contractor in a timely manner. The certification shall state that the 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.

### 3.18 USE OF ARTIFICIAL INTELLIGENCE

- 3.18.1 Artificial Intelligence (AI) means any machine learning, deep learning, or other automated systems that use algorithms to learn from and make predictions or decisions based on data.
- 3.18.2 The Owner's Project Information includes all data, drawings, specifications, reports, and any other information provided by the Owner or generated by the Owner or the Design Professional in the course of the Work or Project.
- 3.18.3 Any use of AI including, but not limited to generative AI, via platforms, tools, and software must be consistent with the Owner's Policies, Standard Procedures, Rules and Regulations, and applicable laws.

- 3.18.4 To maintain the security of the Owner's data and IT systems, the Design Professional is prohibited from attempting to gain access to unapproved AI applications when using the Owner's data. To avoid potential data leaks or security incidents, the Design Professional is prohibited from inputting, uploading, or otherwise integrating any of the Owner's Project Information into AI without the prior written consent of the Owner following the Design Professional's request for approval to use AI. Examples of uses that are prohibited unless the Owner grants prior written consent include but are not limited to: design, planning, decision making and on-site operations.
- 3.18.5 The Design Professional acknowledges and agrees that any of the Owner's data obtained using AI technology is the property of the Owner, and the Design Professional shall not use such data for any purpose other than to provide the contracted Services to the Owner. Specifically, the Design Professional shall not use the Owner's data as training data for any AI models or algorithms that will be used by any third-party organization or individual outside of the Design Professional, without the express written consent of the Owner. The Design Professional shall take reasonable measures to ensure that the Owner's data is not inadvertently used as training data for any third-party AI models or algorithms and shall promptly notify the Owner in the event of any unauthorized use or disclosure of the Owner's data.
- 3.18.6 The Design Professional's request for approval to use AI must be submitted in writing and contain the following:
- 3.18.6.1 The specific Owner's Project Information to be used;
  - 3.18.6.2 The purpose and intended use of the AI;
  - 3.18.6.3 The potential benefits and risks associated with using the AI;
  - 3.18.6.4 The measures in place to ensure data security and confidentiality;
  - 3.18.6.5 The mechanisms in place for ensuring compliance with applicable Laws, including but not limited to data privacy and data protection laws; and
  - 3.18.6.6 A dataflow diagram which illustrates the flow of data within the Project as well as detailed identification of data sources, data stores, data processing, networks, and AI utilized.
- 3.18.7 The Owner shall have sole and absolute discretion to approve or deny the use of AI for any aspect of the Project or the Work.

- 3.18.8 To maintain the confidentiality of the Owner’s data, the Design Professional must only share information with approved personnel and must not input Sensitive Security Information (SSI) into AI systems. The Design Professional should not input the Owner’s intellectual property into non-approved generative AI applications or enter Personally Identifiable Information (PII) for the Owner’s employees, customers, or other third-parties into any non-approved AI application. The Design Professional should contact the Owner’s Vice President of Planning and Development if it is unsure whether it should input certain information.
- 3.18.9 The Design Professional must implement robust security measures to protect the Owner’s Project Information from unauthorized access, use or disclosure. This includes but is not limited to: Encryption of data in both transit and at rest; access controls limiting data access to authorized personnel only; and regular security audits and assessments.
- 3.18.10 To maintain transparency and protect the Owner from claims against copyright infringement and/or theft of intellectual property, all AI generated content must be cited and reviewed when used for the Owner’s purposes. At a minimum, a footnote stating “This content generated with the assistance of AI” should exist on any document or work product created with the assistance of AI. The Design Professional should clearly attribute any output to the AI application that created the output through a footnote or other means visible to any reader or user. The Design Professional should also maintain a record of AI use that can be shared with the Owner’s authorized personnel upon request. The Design Professional will provide the Owner with regular reports detailing any use of AI involving the Owner’s Project Information including any incidents of unauthorized access or breaches. The Design Professional must be able to demonstrate that AI has controlled bias and third-party infringement mitigation in place.
- 3.18.11 The Design Professional should not use AI applications to create text, audio, or visual content for purposes of committing fraud or misrepresenting an individual’s identity.
- 3.18.12 The Design Professional is fully liable for any damages arising out of use of AI and the Owner’s Project Information.
- 3.18.13 Upon Final Completion or termination of the Contract, the Design Professional agrees to return all of the Owner’s Project Information to the Owner and securely destroy any copies in its possession, including those stored in any AI or other databases.

### 3.19 OWNER'S IT INFRASTRUCTURE

3.19.1 Information Technology (IT) Infrastructure refers to the hardware, software, networks, data centers, and facilities that support the delivery of IT services and enable the operation of an organization's information systems.

3.19.1.1 Background Check Requirement: The Design Professional agrees to conduct background checks, as set out below, on all employees, contractors, and subcontractors who will have access to the Owner's IT Infrastructure, whether directly or remotely. These background checks must be completed prior to granting such access and must be updated annually thereafter.

3.19.1.2 Scope of Background Checks: The background checks must include, at a minimum:

3.19.1.2.1 Verification of identity

3.19.1.2.2 Criminal history checks using the guidelines required in Airport Security 49 CFR 1542

3.19.1.2.3 Employment history verification

3.19.1.2.4 Education and qualification verification

3.19.1.3 Certification of Compliance: The Design Professional shall provide the Owner a written certification on an annual basis, signed by an officer duly authorized to sign on behalf of the Design Professional, verifying compliance with the background check requirements outlined in this Contract. The certification must confirm that all Design Professional Personnel with access to the Owner's IT Infrastructure have passed the background checks and do not have any disqualifying offenses, as stated in Airport Security 49 CFR 1542.

3.19.1.4 Right to Audit: The Owner reserves the right to audit the Design Professional's background check processes and records to ensure compliance with this Contract. Such audits may be conducted upon reasonable notice and during the Owner's business hours.

Immediate Termination: The Owner reserves the right to immediately terminate access to the Owner's IT Infrastructure for any Design Professional personnel who are found to have disqualifying offenses as stated in Airport Security 49 CFR 1542, or if the Design Professional fails to comply with these background check requirements.

## **ARTICLE 4 OWNER**

- 4.1 The term Owner includes the Owner's other authorized representative(s) as provided by the Owner in writing.
- 4.2 The Owner will provide full information in a timely manner, as requested by the Design Professional, 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.
- 4.3 The Owner will establish and update an overall budget for the Project, including reasonable contingencies. This budget will not constitute the contract sum for design or construction.
- 4.4 The Owner will render decisions pertaining to Project Documents submitted by the Design Professional in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Design Professional's services. The Owner may obtain an 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 Professional's services. The Design Professional will ensure Owner is provided reasonably adequate time that permits the Owner to render its decisions and conduct independent reviews of Project Documents in a timely manner.
- 4.5 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, the Owner will make available to the Design Professional prior to and during the performance of the Services 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. The Owner does not warrant to the Design Professional the accuracy or completeness of such record documents and drawings and the Design Professional 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.
- 4.6 Upon written request, the Owner will endeavor to disclose 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. Upon written request, the Owner will

endeavor to disclose 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 Professional will be solely responsible for all assumptions made in reliance thereupon.

- 4.7 The Owner will furnish all legal, accounting, insurance, and other professional counseling services as the Owner may require for itself at any time for the Project, including such services as are needed to verify the Design Professional's invoices.
- 4.8 The Owner, with assistance from the Design Professional, will endeavor to obtain easements, license agreements, zoning variances, and legal authorizations regarding Project site utilization where essential to the execution of the Project.
- 4.9 Those services, information, surveys, and reports described in Paragraphs 4.5 through 4.8 which are within the Owner's control will be furnished at the Owner's expense and are not part of the Contract. The Owner does not warrant or certify the accuracy or completeness of any services, information, surveys, or reports.
- 4.10 The Owner may communicate with persons or entities employed or retained by the Design Professional unless otherwise instructed for reasonable cause not to do so in writing by the Design Professional.

## **ARTICLE 5 TIME**

- 5.1 Time is of the essence. Services to be rendered by the Design Professional 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 the Services or cancel or postpone any executed work order or portion thereof at any time following seven days written notice to the Design Professional. Any delay to the Design Professional resulting therefrom will be handled in accordance with Paragraph 5.4 below. Notwithstanding anything in the contrary in this Contract, time is of the essence with respect to the performance of this Contract
- 5.2 Should the Design Professional 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 Professional until such time as the Design Professional resumes performance of its obligations in such a manner so as to satisfy the Owner.
- 5.3 Upon the request of the Owner, the Design Professional will prepare a schedule for the performance of the Basic and Additional Services which will not exceed the time limits contained in the Design Professional's Fee and Scope Proposal or work order and will

include reasonably sufficient time required for the Owner's review and approval of submissions by authorities having jurisdiction over the Project.

- 5.4 If the Design Professional is delayed in the performance of critical path Services under this Contract through no fault of the Design Professional, any applicable schedule will be adjusted.

No claim for damages or any claim other than for an extension of time will be made or asserted against the Owner by reason of any Delay, whether such Delay is related to (i) late or early completion, (ii) delay in the commencement, prosecution or completion of the Design Professional's Services, (iii) hindrance or obstruction in the performance of the Design Professional's Services, (iv) loss of productivity, or (v) other similar claims (collectively Delay), whether or not such Delay is foreseeable, unless the Delay is caused by acts of the Owner constituting fraud or active interference with the Design Professional's performance of its services, and only to the extent such acts continue after the Design Professional furnishes the Owner with notice of such fraud or interference. The Design Professional will not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the Owner for direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to, damages related to loss of business, loss of opportunity, impact damages, loss of financing, principal office overhead and expenses, loss of profits, loss of bonding capacity and loss of reputation; costs of acceleration or inefficiency arising because of Delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision will not preclude recovery of direct and actual damages by the Design Professional for hindrances or delays due solely to fraud, or active interference on the part of the Owner. Otherwise, the Design Professional may be entitled only to extensions of time as the sole and exclusive remedy for such resulting Delay, in accordance with and to the extent specifically provided above. The Owner's exercise of any of its rights or remedies under the Contract Documents (including but not limited to, order changes in the services, stop work orders, directing suspension, rescheduling, or correction of the services), regardless of the extent or frequency of Owner's exercise of such rights or remedies, shall not be construed as active interference with the Design Professional's performance of the Services. The Design Professional will incorporate the terms of this Paragraph into all of its Designer, subconsultant, subcontractor, and supplier agreements and require all Designers, subconsultants, subcontractors, and suppliers to similarly incorporate such terms into their agreements related to the Project.

## **ARTICLE 6 PAYMENTS AND BASIS OF COMPENSATION**

### **6.1 PAYMENTS**

- 6.1.1 The Owner will compensate the Design Professional for the Services rendered under this Contract, as described in Attachment 1.

- 6.1.2 The amount for the performance of Basic Services, Additional Services, and Reimbursable Expenses required under this Contract will be in a not to exceed amount of Two Million Eight Hundred Fifty-Nine Thousand Five Hundred Nineteen and No One-Hundredth Dollars (\$2,859,519.00), which includes all fees for Designers, subconsultants, subcontractors, and suppliers.
- 6.1.3 Payments for Basic Services, Additional Services, and Reimbursable Expenses provided for in this Contract will be made monthly on the basis set forth below.
- 6.1.4 With the exception of the month of September, all invoices will be submitted to the Authority by the twenty-fifth of each month. If the twenty-fifth of the month falls on a Saturday or Sunday or holiday, invoices 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. Invoices 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 invoices will be submitted by September 15th, and if the 15th falls on a Saturday or Sunday, applications for payment are due the first business day prior and subsequent payments will be made the second Thursday of October. Such invoices submitted more than 20 days prior to September 15<sup>th</sup> will be rejected and returned.
- 6.1.5 The Design Professional will submit to the Owner as directed by the Owner, an executed invoice. The Owner will approve, disapprove, or adjust the Design Professional's invoice within fourteen days after receipt. The Owner will notify the Design Professional in writing of any reasons for withholding payment in whole or in part. Except as noted above with respect to the September invoice, Owner will make payment by the twenty-fifth of the following month in which the invoice was submitted. In accordance with Florida Statutes Sections 255.075 – 255.078, the Design Professional will promptly pay each Designer, subconsultant, subcontractor, or supplier upon receipt of the payment from the Owner. Payment to the Design Professional will release the Owner from any liens or disputes between the Design Professional and the Design Professional's Designers, subconsultants, subcontractors, or suppliers unless expressly reserved in writing by attachment to the invoice.
- 6.1.6 Monthly payments to the Design Professional will in no way imply approval or acceptance of the Design Professional's Services.

## 6.2 COMPENSATION FOR BASIC SERVICES

- 6.2.1 For Basic Services, compensation will be as follows:

For services performed under Article 3, the total compensation to the Design Professional will be based upon Services completed and supported by monthly progress reports submitted to the Owner.

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

6.2.3 Invoiced amounts will be based on the lesser of actual or agreed upon Design Professional's, Designer's, subconsultants', or subcontractors' 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 Professional's, Designers', subconsultants', and subcontractors' following:

- 6.2.3.1 Most recent audited overhead rates or agreed upon overhead rates;
- 6.2.3.2 Employee's raw labor rates or agreed upon labor rates;
- 6.2.3.3 Negotiated profits; and
- 6.2.3.4 Agreed upon hourly billing rates.

The Design Professional, 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 Professional for the lesser of actual, agreed upon, or billed hourly billing rates of the Design-Professional, Designers, subconsultants, and subcontractors.

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

6.2.4 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.

6.2.5 A Rate & Hour Verification form (PD84) based on the agreed upon rate tables in Excel format listing the employee's name, employee's classification, and employee's raw rate must be submitted with the Design Professional'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 PD84 and must be approved in writing prior to the invoice or via the invoice process by the Owner.

- 6.2.6 Basic Services performed before the work order's effective date will not be reimbursed.
- 6.2.7 Detailed timesheets from the Design Professional's, Designer's, subconsultant's, or subcontractor's timekeeping system are required to be submitted as supporting backup for all Basic Services invoice amounts. This must include a (1) the date the Services were performed, (2) a description of the Services, (3) the person(s) who performed the Services, (4) the actual time spent on a daily basis documented to the nearest quarter of an hour, (5) the hourly rate, and (6) the actual fee (time spent times hourly rate). Note that the bills are public records and may be subject to disclosure via a public records request. Vague or overly broad descriptions such as "research," "preparation," "review shop drawings," "calculations," or "attend meetings" may not be accepted for payment.
- 6.2.8 Overtime for all Basic Services must be pre-approved by the Owner.
- 6.2.9 Invoices that include Basic Services must be organized to identify the Basic Services being billed at the direction of the Owner.
- 6.2.10 Rebalancing between Basic Services and Reimbursable Expenses 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 for rebalancing.

### 6.3 COMPENSATION FOR ADDITIONAL SERVICES

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

### 6.4 REIMBURSABLE EXPENSES

- 6.4.1 Reimbursable Expenses will be supported by submitted and approved Designer, subconsultant, subcontractor, or supplier invoices or receipts. Reimbursable expenses must be presented as a package organized in the following manner: Reimbursement Tracking Form and actual invoices identifying item numbers. The Reimbursement Tracking Form is required to be submitted electronically in Excel format, as is the supporting documentation for the submitted Design Professional's Invoice.

- 6.4.2 The Design Professional will be reimbursed at cost for all expenses, in an amount not to exceed the maximum reimbursable amount. As specified hereinafter, the Design Professional's Reimbursable Expenses will include only:
- 6.4.2.1 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.
  - 6.4.2.2 The cost of securing a recognized testing laboratory which will perform all necessary testing of materials and all shop and mill inspection of materials and equipment as will be required during construction of the assigned work in the Project.
  - 6.4.2.3 The cost of boundary surveys, topographic surveys, land surveys, establishment of boundary and monuments, subsurface utility investigations, field surveys, photogrammetry, control staking and related office computations and drafting.
  - 6.4.2.4 The cost of outside special Designers, subconsultants, subcontractors or suppliers to advise and assist the Design Professional, as approved by the Owner.
  - 6.4.2.5 The cost of reproduction and distribution of plans and specifications and the Project Documents as pre-approved by the Owner.
  - 6.4.2.6 All costs for postage and overnight express delivery and couriers related to the Project.
  - 6.4.2.7 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 Services are reimbursable. The most efficient and economical means of transportation is required. All travel must be pre-approved by the Owner. Unless otherwise agreed to in a pre-approved travel plan, all travel expenses must be incurred in accordance with the Owner's Policy, P412, Travel, Business Development, and Working Meals Expenses. Employee expense sheets are required as well as supporting originals or legible copies of all receipts.

6.4.2.8 Costs for renderings, study models, film, processing, and animations, as pre-approved by the Owner.

6.4.2.9 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 construction contractor.

6.4.3 The following expenses shall not be reimbursable:

6.4.3.1 Purchases of alcohol.

6.4.3.2 Meals for Owner or local Design Professional, Designer, subconsultant, subcontractor, or supplier staff members.

6.4.3.3 Photocopying costs unless approved by the Owner in writing.

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

6.4.3.5 Computer system costs.

6.4.3.6 Interest expenses and late charges.

6.4.3.7 Any type of markup over the actual cost of any item otherwise reimbursable, unless specifically agreed to in writing.

6.4.3.8 Expendable supplies unless approved by the Owner in writing.

6.4.3.9 Entertainment and personal expenses of any kind.

6.4.3.10 Costs incurred by the Design Professional as a result of, or to cure, any breach or violation of this Contract.

6.4.3.11 Any part of the Design Professional's capital expenses.

6.4.3.12 Amounts required to be paid by the Design Professional for federal, state or local income or franchise taxes.

6.4.3.13 Costs of Designers, subconsultants, subcontractors or suppliers unless pre-approved by the Owner in writing.

6.4.3.14 Costs to comply with Article 12.

6.4.3.15 Time spent in travel, unless actively working on the Project.

6.4.3.16 Mileage within the Tri-County Area (Hillsborough, Pinellas, Pasco).

6.4.3.17 Reimbursable Expenses incurred before the Contract effective date.

## 6.5 INVOICES, RECORDS, AND MISCELLANEOUS PAYMENT PROVISIONS

- 6.5.1 One executed invoice for services, verified to the satisfaction of the Owner, must be submitted by the twenty-fifth of each month electronically to DesignInvoice@TampaAirport.com. The Design Professional will submit with each invoice a detailed accounting of the value of Services performed to date by certified Woman and Minority Owned Business Enterprises (W/MBEs). This accounting will include the names and addresses of W/MBEs that have participated, a description of the Services each named W/MBE has performed, and the value of work performed by each named W/MBE. In addition, the Design Professional will submit with each invoice a detailed accounting of the value of Services performed to date by its Designers, subconsultants, subcontractors, and suppliers. This accounting will include the names and addresses of its Designers, subconsultants, subcontractors, and suppliers that have participated, a description of the work each named Designer, subconsultant, subcontractor, and supplier has performed, and the value of work performed by each named Designer, subconsultant, subcontractor and supplier. The Design Professional will also submit with each invoice a Rate & Hour Verification Sheet and a Reimbursement Tracking Form, both in Microsoft Excel format.
- 6.5.2 The Design Professional will maintain a detailed, itemized, electronic spreadsheet that includes identifiable references to the actual expense, in a format allowing readership in Microsoft Office products, of all Reimbursable Expenses submitted with each invoice.
- 6.5.3 Whenever compensation is paid to the Design Professional 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.
- 6.5.4 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.
- 6.5.5 The Design Professional agrees to pay each Designer, subconsultant, subcontractor or supplier under this Contract for satisfactory performance of its agreement no later than 10 days from the receipt of each payment the Design Professional receives from the Owner. The Design Professional agrees further to release retainage payments to each Designer, subconsultant, subcontractor, or supplier within 10 days after the Designer's, subconsultant's, subcontractor's, or

supplier's Services or work are 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 Designers, subconsultants, subcontractors, or suppliers.

- 6.5.6 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 6.5.7 All Designer, subconsultant, subcontractor, or supplier signed contracts, and change orders must be submitted at the time of initial billing for each Designer, subconsultant, subcontractor, or supplier. Each contract should be complete and signed by both parties.
- 6.5.8 Payments will not be made for Basic Services, Additional Services, or Reimbursable Expenses that are older than 90 days before the submission of the invoice unless approved in writing by the Owner.
- 6.5.9 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.
- 6.5.10 Equipment purchased must be identified when being paid. A detailed listing in Excel format must be submitted with the invoice when equipment is purchased. Asset tag(s) may be required to be affixed to equipment in accordance with Owner procedures.
- 6.5.11 No front-loading on progress payments is allowed. Progress Payments are limited to the actual invoiced amounts.
- 6.5.12 Rebalancing between tasks or fees must first be requested with the first overage billing, along with justification 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.
- 6.5.13 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of the final Design Professional invoice.
- 6.5.14 If deficiencies are found, a standard deficiency e-mail will be sent to the Design Professional to resolve. The Design Professional will have 24 hours to resolve such deficiency. If the deficiency is not resolved within that time, the Design Professional's invoice may be rejected.
- 6.5.15 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.

6.5.16 In the event that it is established during the design phase that there will be substantial changes to the scope of the Project as originally proposed and upon which the compensation is based, a change in compensation will be negotiated prior to further development of the design.

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

## **ARTICLE 7**

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

7.1 Engagement(s) as used in this Contract include, but are not limited to, audits, inspections, or attestation engagements. In connection with payments to the Design Professional under this Contract, it is agreed the Design Professional will maintain full and accurate books of account and records customarily used in this type of business operation, in accordance with generally accepted accounting principles (GAAP). Design Professional will maintain such books and records for five years after the end of the term of this Contract.

At any time or times during the Term of this Contract, or within six years after the final completion date of the Work, or six years after the Project, whichever occurs later, the Owner, FAA, Federal Highway Administration, FDOT, FEMA, 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 (Auditors), have the right to initiate and perform Engagements with respect to the Design Professional's records for the purpose of determining payment eligibility under this Contract or over selected operations performed by the Design Professional under this Contract for the purpose of determining compliance with the Contract.

Free and unrestricted access will be granted to all the Design Professional's records, including books, documents, papers, and records of the Design Professional directly pertinent to this Contract, as well as records of parent, affiliate, and subsidiary companies and any subconsultants or subcontractors. If the records are kept at locations other than Tampa International Airport, the Design Professional will arrange for said records to be brought to a location convenient to the Auditors or will provide records electronically in a computer-readable format acceptable to the Auditors at no additional cost to conduct the Engagement as set forth in this Article.

The Design Professional agrees to deliver or provide access to all records requested by the 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

the Owner will incur additional costs if records requested by the Auditors are not provided in a timely manner and that the amount of those costs are difficult to determine with certainty. Consequently, the parties agree that the Design Professional may be charged a liquidated damage of \$100.00, in addition to all other contractual financial requirements, for each item in a records request, per calendar day, for each time the Design Professional 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 the 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.

- 7.2 In the event the Design Professional maintains its accounting or Project information in electronic format, upon request by the Auditors, the Design Professional will provide a download of its accounting or Project information in an electronic format allowing formatting, reading, and manipulation in Microsoft Office products.
- 7.3 The Auditors have the right during the Engagement to interview the Design Professional's employees, Designers, subconsultants, subcontractors, or suppliers, and to retain copies of any and all records as needed to support auditor workpapers. Design Professional shall not charge Authority for reasonable use of Design Professional's photocopy machine while conducting the engagement, nor for any cost of retrieving, downloading to storage media and/or printing any records or transactions stored in electronic format.
- 7.4 If as a result of any Engagement, it is determined that the Design Professional has overcharged the Owner for the Basic, Additional, or Reimbursable Expenses, the Design Professional 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.
- 7.5 Approvals by the Owner's staff for any services included or not included in this Contract do not act as a waiver or limitation of the Auditor's right to perform Engagements.
- 7.6 The Design Professional will notify the Owner no later than seven (7) days after receiving knowledge that it is subject to any other Engagement related to this Contract and provide Authority a copy of any audit documents or reports so received.
- 7.7 The Design Professional agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all agreements with Designers, subconsultants, subcontractors, or suppliers the obligation to comply with Section 20.055(5), Florida Statutes.
- 7.8 The Design Professional shall require all its Designers, subconsultants, subcontractors, or suppliers to provide the Auditors the same rights to perform Engagements as allowed in this Contract. The Design Professional shall require that all its Designers, subconsultants,

subcontractors, or suppliers require their sub-subcontractors and sub-subconsultants to provide the Auditors the same rights to perform Engagements as allowed in this Contract.

**ARTICLE 8**  
**OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA/RETENTION AND**  
**MAINTENANCE OF PUBLIC RECORDS**

8.1 The Design Professional 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, models, and renderings, 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 the Design Professional or the subconsultants or subcontractors employed or retained by the Design Professional 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 the Owner. The Design Professional will take all actions necessary to secure for the Owner all such right, title, and interest. The Design Professional warrants that all materials comprising the Project Documents are original with the Design Professional 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. The Design Professional 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. The Design Professional will assign to the Owner any and all rights, including any copyrights, in the Project Documents that the Design Professional or the subconsultants or subcontractors employed or retained by the Design Professional on this Project may possess now or in the future, and the Design Professional and its Design Professional(s) will claim no rights adverse to the Owner in the Project Documents. Any project as designed by the Design Professional under this Contract may be reused or repeated by the Owner at the 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. The Design Professional hereby grants its consent to the Owner to reuse of the Project Documents by the Owner for any and all such purposes. The Design Professional shall retain its rights to all standard elements contained within the design, including standard details, specifications, or other design materials generated and authorized by the Design Professional for its repeated, regular and ongoing use in plans, specifications, reports, or other instruments of service for its clients. The Design Professional will incorporate the terms of this Paragraph in all contracts with subconsultants and subcontractors employed or retained by the Design Professional to perform services covered by this Contract.

8.2 Submission or distribution of the Design Professional'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 this Article.

8.3 Chapter 119, Florida Statutes Requirements

**IF THE DESIGN PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (813) 870-8721, [ADMCENTRALRECORDS@TAMPAAIRPORT.COM](mailto:ADMCENTRALRECORDS@TAMPAAIRPORT.COM), HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.**

The Design Professional agrees in accordance with Florida Statutes Section 119.0701 to comply with public records laws including the following:

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

8.4 The Owner maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Owner's record management process. Once that occurs, the paper original version of this document will be destroyed. Notwithstanding the foregoing, to the extent the Contract includes any bonds or other security, those bonds or other security will be maintained in their original form and not destroyed.

**ARTICLE 9  
INDEMNITY**

9.1 To the maximum extent permitted by Florida law, in addition to the Design Professional's obligation to provide, pay for, and maintain insurance as set forth elsewhere in this Contract, the Design Professional 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 dispute resolution costs) caused in whole or in part by the:

1. Presence on, use or occupancy of the Owner's 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, Federal Directive, Federal 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, stormwater, 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 Professional or the Design Professional's officers, employees, agents, volunteers, subconsultants, subcontractors, suppliers, invitees, or any other person, directly or indirectly, employed or utilized by the Design Professional, whether the liability, suit, claim, procedure, lien, expense, loss, cost, royalty, fine or damage 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, or volunteers.

9.2 In addition to the duty to indemnify and hold harmless, the Design Professional 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 the Owner's 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, Federal Directive, Federal 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, stormwater, 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 Professional or the Design Professional's officers, employees, agents, volunteers, subconsultants, subcontractors, suppliers, invitees, or any other person directly or indirectly employed or utilized by the Design Professional 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 Professional 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 negligence, acts, or omissions of the Owner, its members, officers, agents, employees, or volunteers.

- 9.3 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statutes § 725.06(2)-(3) or Florida Statutes § 725.08, then with respect to the part so limited, the Design Professional agrees to the following: To the maximum extent permitted by Florida law, the Design Professional 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 attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Design Professional and persons employed or utilized by the Design Professional in the performance of this Contract.
- 9.4 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statutes § 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.
- 9.5 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 Professional 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 Professional and persons

employed or utilized by the Design Professional 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.

- 9.6 The Design Professional'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 statutes of limitations or repose.
- 9.7 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 the Florida Constitution, common law, or statutes.
- 9.8 The Owner and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving the Design Professional of any of its obligations under this Article.
- 9.9 If the above Paragraphs 9.1-9.8 or any part of Paragraphs 9.1-9.8 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 10 INSURANCE REQUIREMENTS**

- 10.1 The provisions of Attachment 3 - INSURANCE REQUIREMENTS are incorporated by reference into this Contract.
- 10.2 The Design Professional will comply with the insurance requirements and coverage limits detailed in Attachment 3 - INSURANCE REQUIREMENTS.
- 10.3 Pursuant to Florida Statutes 255.0517(2)(d), nothing contained herein prohibits the Design Professional, subconsultant, subcontractor, or supplier from purchasing any additional insurance coverage that the Design Professional, subconsultant, or subcontractor believes is necessary for protection against any liability arising out of the Contract. However, if the Design Professional, subconsultant, subcontractor, or supplier elects to purchase additional insurance, the cost of any additional insurance procured by the Design Professional, subconsultant, subcontractor, or supplier must be disclosed to the Owner.

## **ARTICLE 11 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 12 DISPUTE RESOLUTION**

### **12.1 CLAIMS AND DISPUTES**

A claim is a written demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of the Contract, payment of money, extension of time or other relief with respect to the terms of the Contract (Claim). The term Claim also includes other disputes and matters in question between the Owner and the Design Professional arising out of or relating to the Contract and Claims brought by Designers, subconsultants, subcontractors, and suppliers. All Claims must be made in writing and include an affidavit from the Design Professional confirming the veracity of the claim. The responsibility to substantiate Claims will rest with the party making the Claim.

12.1.1 If for any reason the Design Professional believes a Claim exists, the Design Professional must notify the Owner in writing no later than twenty-one (21) calendar days after the Design Professional first recognizes the condition giving rise to the Claim or before the Services begin on which the Design Professional bases the Claim, whichever is earlier. The Design Professional must maintain strict accounting of all actual costs and/or time associated with the Claim, in such detail as may be required by the Owner. The failure to give proper notice as required herein will constitute a waiver of the Claim.

12.1.2 When the Services on which the claim is based have been completed, the Design Professional will, within ten (10) calendar days, submit the Design Professional's written documentation of the Claim, together with all supporting documentation required by the Owner, to the Owner. Such documentation of the Claim by the Design Professional, 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 Claim.

12.1.3 Unless otherwise agreed in writing and notwithstanding any other rights or obligations of either of the parties under this Contract, the Design Professional will carry on with the performance of its Services and duties hereunder during the pendency of any Claim, litigation, arbitration, or any other proceedings to resolve any Claim. The Owner, however, will be under no obligation to make payments on or against such Claims during the pendency of any proceedings to resolve such Claims.

12.1.4 The Design Professional's acceptance of final payment for any individual work order will constitute a full waiver of any and all Claims by the Design Professional against the Owner arising out of this Contract or individual work order or otherwise related to the Project, except insurance company subrogation claims and other Claims previously made in writing and identified by the Design Professional as unsettled at the time of the final payment.

12.1.5 Neither the acceptance of the Design Professional's Services nor payment by the Owner will be deemed to be a waiver of the Owner's rights against the Design Professional, including but not limited to:

12.1.5.1 Latent defects;

12.1.5.2 Terms of special warranties required by the Contract documents listed in Paragraph 3.1 or the Project Documents;

12.1.5.3 Failure of the Services to comply with the requirements of the documents listed in Paragraph 3.1 or the Project Documents;

12.1.5.4 Claims, security interests or encumbrances arising out of the Contract and unsettled;

12.1.5.5 An audit following final payment.

## 12.2 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:

12.2.1 Project Representatives' Meeting: Within seven (7) calendar days after a dispute occurs or delivery of the Claim notice required by Paragraph 12.1.2, the Design Professional's senior project management personnel who have the authority to resolve the dispute or Claim shall meet with the Owner's project representative who has authority to resolve the dispute or Claim in a good faith attempt to resolve the dispute or Claim. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least five (5) calendar 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.

12.2.2 Management Representatives' Meeting: If the Project Representatives' Meeting fails to resolve the dispute or Claim or if they fail to meet, a senior executive for the Design Professional and for the Owner, neither of which have day to day Project management responsibilities, shall meet, within fourteen (14) calendar days after a dispute or Claim occurs, in an attempt to resolve the dispute or Claim and any other identified disputes or Claims or any unresolved issues that may lead to a dispute or Claim. If a party intends to be accompanied at a meeting by legal

counsel, the other party shall be given at least five (5) calendar 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.

- 12.2.3 Following the Project Representatives' Meeting and the Management Representatives' Meeting, the Owner will review the Design Professional's dispute or Claims and may (1) request additional information from the Design Professional which will be immediately provided to the Owner, or (2) render a decision on all or part of the dispute or Claim. The Owner will endeavor to notify the Design Professional in writing of the disposition of the dispute or Claim within twenty-one (21) calendar days following the receipt of such claim or receipt of additional information requested.
- 12.2.4 If the Owner decides that the Services relating to such dispute or Claim should proceed regardless of the Owner's disposition of such dispute or Claim, the Owner will issue to the Design Professional a written directive to proceed. The Design Professional will proceed as instructed.
- 12.2.5 If any Claim is made pursuant to this Contract, the Design Professional 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 Professional fails to provide them in a timely manner or has failed to preserve them, the Claim by the Design Professional will be deemed waived.
- 12.2.6 The exclusive venue for any action involving the Owner arising out of or related to the Services provided under this Contract 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. The Design Professional shall incorporate the terms of this provision into all of its contracts, subcontracts, and other agreements of any tier and require all Designers, subconsultants, subcontractors, or suppliers to similarly incorporate the terms of this provision in their agreements.
- 12.2.7 Mediation with a mediator approved by the Owner shall be a condition precedent to litigation involving the Owner. Any such mediation will be subject to Rule 1.700 et seq, Florida Rules of Civil Procedure and Chapter 44, Florida Statutes. The Design Professional shall incorporate the terms of this provision into all of its contracts, subcontracts, and other agreements of any tier and require all Designers, subconsultants, subcontractors, or suppliers to similarly incorporate the terms of this provision in their agreements.

### **ARTICLE 13 ASSISTANCE IN LITIGATION**

Design Professional will render assistance to and on behalf of the Owner in dispute resolution

proceedings, including but not limited to, litigation in connection with or arising out of this Contract, including any dispute resolution proceedings, including but not limited to, litigation brought by or against the Owner and any third parties, by providing technical information, analyses, and expert witnesses only for the Owner. The Design Professional will provide services under this Article at a mutually agreed upon and reasonable rate as an Additional Service.

**ARTICLE 14  
CONFLICT OF INTEREST**

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

**ARTICLE 15  
NOTICES AND ADDRESS OF RECORD**

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

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

15.1.2 Hand-delivery: Hillsborough County Aviation Authority  
Tampa International Airport  
5411 Skycenter Drive  
Suite 500  
Tampa, FL 33607  
Attention: Chief Executive Officer

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

15.2.1 Mail: Mead & Hunt, Inc.  
4010 W Boy Scout Blvd.  
Suite 1000  
Tampa, FL 33607

**ARTICLE 16**  
**TERM OF CONTRACT**

The Term of this Contract will commence on the date awarded by the Owner's Board of Directors and will remain in effect until the expiration of the construction warranties and resolution of all claims for the Project. Individual work orders will have effective dates and completion dates for the individual scope of Services.

**ARTICLE 17**  
**BREACH OF CONTRACT / TERMINATION OF CONTRACT**

- 17.1 Any violation or breach of terms of this Contract on the part of the Design Professional or its Designers, subconsultants, subcontractors or suppliers may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the Owner, FAA, FDOT or other governmental entities having jurisdiction. The Owner will provide the Design Professional written notice that describes the nature of the breach and corrective actions the Design Professional must undertake in order to avoid termination of this Contract. The Owner reserves the right to withhold payments to the Design Professional until such time as the Design Professional corrects the breach or the Owner elects to terminate this Contract. The Owner's notice will identify a specific date by which the Design Professional must correct the breach. The Owner may proceed with termination of this Contract if the Design Professional fails to correct the breach by the deadline indicated in the Owner's notice.
- 17.2. The duties and obligations imposed by this Contract 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 at Law.
- 17.3 Notwithstanding Paragraph 17.1, this Contract may be terminated by the Owner with or without cause upon at least seven days written notice to the Design Professional.
- 17.4 In the event of termination by Owner without cause, the Design Professional will be entitled to receive compensation for that portion of the cost attributable to the Basic Services, Additional Services, Services and Reimbursable Expenses under this Contract earned through the date of termination. In addition, the Design Professional is entitled to receive compensation for direct, out-of-pocket termination expenses. Termination expenses are expenses directly attributable to termination. However, as a prerequisite to receiving such termination expenses, the Design Professional is required to include language regarding entitlement to compensation for costs attributable to Basic Services, Additional Services, Services, Reimbursable Expenses and out-of-pocket termination expenses in all purchase orders, subcontracts, and other agreements it enters into to effectuate completion of this Contract. The Design

Professional 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 Services not performed.

- 17.5 In the event of termination for cause, the Owner may retain all payments due to the Design Professional at the date of termination until all of the Owner's damages have been established and deducted from payments due. To the extent the Owner's damages exceed the payments due the Design Professional, such excess will be paid by the Design Professional to the Owner within ten (10) days of the Owner's written demand for same to the Design Professional.
- 17.6 Upon 30 days written notice to the Owner, the Design Professional may terminate this Contract only if the Design Professional is not in default of any term, provision, or covenant of this Contract, and only upon or after the occurrence of the inability of the Design Professional 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 the Design Professional 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 the Design Professional.
- 17.7 In the event this Contract is terminated or in the event that a Part 2 Contract is not executed, the Owner will be entitled to retain and use all Project Documents furnished or prepared by or for the Design Professional or design professionals employed or retained by the Design Professional as set forth in Article 8.
- 17.8 In the event the Owner terminates the Design Professional for cause pursuant to this Article 17 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 the Design Professional's rights and remedies will be limited to those set forth in Paragraph 17.4 above.

## **ARTICLE 18 SUSPENSION OF SERVICES**

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

## **ARTICLE 19 SUCCESSORS AND ASSIGNS**

- 19.1 The Owner and Design Professional 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.

- 19.2 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 party, nor will the Design Professional assign any monies due, or to become due, hereunder without the previous written consent of the Owner. If the Design Professional attempts to make such assignment or sublet without such consent, the Design Professional will nevertheless remain legally responsible for all obligations under this Contract.
- 19.3 The Owner reserves the right to transfer its interests herein to any other governmental body authorized by law to operate the Airport.

#### **ARTICLE 20 TRUTH IN NEGOTIATIONS**

The Design Professional certifies that the wage rates and other factual unit costs supporting the compensation described herein and in all work orders provided under this Contract are accurate, complete, and current as of the date of the Contract, the amendment, or work order, and that the compensation will be adjusted to exclude any sums where the Owner determines the amount was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

#### **ARTICLE 21 PROHIBITION AGAINST CONTINGENT FEES**

The Design Professional warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design Professional, to solicit or secure this Contract, and that the Design Professional 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 Professional, 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 the Design Professional violates this provision, the Owner may terminate this Contract without liability and, at its discretion, deduct from the Contract or work order, or otherwise recover from the Design Professional, the full amount of any fee, commission, percentage, gift, or consideration.

#### **ARTICLE 22 RESTRICTED VENDOR LISTS**

- 22.1 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 contractor, Design Professional, subconsultant, subcontractor or supplier 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.

- 22.2 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 contractor, Design Professional, subconsultant, subcontractor or supplier under a contract with any public entity and may not transact business with any public entity as provided in Section 287.134, Florida Statutes.
- 22.3 An entity, affiliate, contractor, Design Professional, supplier, subcontractor, consultant, or subconsultant, who has had its Certificate of Qualification suspended, revoked, denied, or is included on the FDOT Contractor Suspension List, may not perform work under this Contract.

### **ARTICLE 23 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 24 NON-DISCRIMINATION**

- 24.1 General Civil Rights Provisions – In all its activities within the scope of its airport program, the Design Professional agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Design Professional and subcontractors from the bid solicitation period through the completion of this Contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- 24.2 Compliance with Non-Discrimination Requirements - During the performance of this Contract, the Supplier, for itself, its assignees, and successors in interest, agrees as follows:
- 24.2.1. **Compliance with Regulations:** The Design Professional will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Contract.

24.2.2. **Nondiscrimination:** The Design Professional, with regard to the work performed by it during this Purchase Order, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Supplier will not participate directly or indirectly in the discrimination prohibited by the Regulations, including employment practices when this Purchase Order covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

24.2.3. **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 Designer, subconsultant, subcontractor or supplier will be notified by the Design Professional of the Design Professional's obligations under this Contract and the Regulations on the grounds of race, color, or national origin.

24.2.4. **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 Authority or the Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Regulations and instructions. Where any information required of a supplier is in the exclusive possession of another who fails or refuses to furnish the information, the Design Professional will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

24.2.5. **Sanctions for Noncompliance:** In the event of a Design Professional's non-compliance with the nondiscrimination provisions of this Contract, the Owner will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

24.2.5.1 Withholding payments to the Design Professional under the Contract until the Design Professional complies; and/or

24.2.5.2. Cancelling, terminating, or suspending the Contract, in whole or in part.

24.2.6. **Incorporation of Provisions:** The Design Professional will include the provisions of Article 24, Non-Discrimination, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the acts, the Regulations, and directives issued pursuant thereto. The Supplier will take action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided,

however, that if the Supplier becomes involved in or is threatened with litigation by a subcontractor or supplier because of such direction, the Supplier may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Supplier may request the United States to enter into litigation to protect the interests of the United States.

**24.2.7. Title VI List of Pertinent Nondiscrimination Acts and Authorities:** During the performance of this contract, the Design Professional, for itself, its assignees, and successors in interest (for the purposes of this paragraph, hereinafter referred to as the “Design Professional”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 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, and national origin);
- 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);
- 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);
- 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- 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);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); and

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

24.3 The Design Professional assures that, in the performance of its obligations under this Purchase Order, 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 the Design Professional, 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. The Design Professional, if required by such requirements, will provide assurances to the Authority that the Design Professional will undertake an affirmative action program and will require the same of its subconsultants.

## **ARTICLE 25**

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

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

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

25.1.1.1 Withholding monthly progress payments;

25.1.1.2 Assessing sanctions;

25.1.1.3 Liquidated damages; and/or

25.1.1.4 Disqualifying the contractor from future bidding as non-responsible.

25.1.2 The Design Professional agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any contract, management contract, or subcontract, purchase or lease contract.

- 25.1.3 The Design Professional agrees to include the statements in paragraphs (1) and (2) above in any subsequent contract or contract that it enters and cause those businesses to similarly include the statements in further contracts.
- 25.2 The Design Professional agrees to ensure that W/MBEs, as defined in the Owner's W/MBE Policy and Program, have the maximum opportunity to participate in the performance of this Contract, and the Design Professional will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs have the maximum opportunity to compete for and perform subcontracts.
- 25.3 W/MBE Goals. In compliance with the Owner's W/MBE Policy and Program, the Design Professional's minimum W/MBE commitment is established as the sum total of the verified Letter(s) of Intent for each portion of the Project submitted with their response. The W/MBE goal stated below is the sum total of the certified W/MBE's listed in the Design Professional's fee and scope proposal which is attached hereto and which will be enforceable under the terms of this Contract. The Design Professional will demonstrate that they will subcontract to certified W/MBEs at least 0% of the total dollar amount earned on the design phase of the Project.
- 25.4 All W/MBEs interested in participating in contracting/subcontracting opportunities must be certified as eligible W/MBEs before said business enterprises begins their portion of the Contract work. Only certified W/MBEs will count toward the W/MBE goal. If the Design Professional fails to achieve the W/MBE expectancy stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.
- 25.5 W/MBE Termination and Substitution: The Design Professional will not terminate a W/MBE for convenience without the Owner's prior written consent. If a W/MBE is terminated by the Design Professional with the Owner's consent or because of the W/MBE's default, then the Design Professional must make a good faith effort, in accordance with the requirements of the Owner's W/MBE Policy and Program, to find another W/MBE to substitute for the original W/MBE to provide the same amount of W/MBE participation.
- 25.6 Reporting Requirements: The Design Professional agrees that, within 15 days after the expiration of each calendar month during the term of the Contract beginning on the effective date of the Contract, it will provide a W/MBE Utilization Activity report to the Owner's Business Diversity Manager reflecting, as applicable, in a form acceptable to the Owner, the Design Professional's total dollar value received under the Contract for the applicable period and the amount expended for the purchase of goods and services from each W/MBE firm during that period, calculated in accordance with the requirements of the Owner's W/MBE Policy and Program.
- 25.7 Monitoring: The Owner will monitor the compliance and good faith efforts of the Design Professional in meeting these requirements. The Owner will have access to the necessary

records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this subsection, including, but not limited to, records, records of expenditures, contracts between the Design Professional and the W/MBE participant, and other records pertaining to the W/MBE participation plan, which the Design Professional will maintain for a minimum of three years following the end of the Contract. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of the Contract to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of the Contract, the Owner reserves the right to review and approve all subleases or subcontracts utilized by the Design Professional for the achievement of these goals.

25.8 Design Professional agrees to indemnify the Owner from the loss of any funds or other damages that may result from Design Professional's failure to achieve the W/MBE goals set forth herein or to establish a good faith effort to do so, including attorneys' fees and costs associated with said failure by Design Professional or good faith investigation by Owner. Failure of the Design Professional to make a good faith effort to achieve W/MBE goals will be a material breach of this Contract. The determination of whether the Design Professional's efforts were made in good faith will be made by the Owner. At fifty percent (50%) completion, a plan of action properly reflecting anticipated W/MBE achievement of the commitment is required to be submitted to the Owner.

25.9 In the event of the Design Professional's non-compliance with the Owner's W/MBE Policy and Program, failure to meet the prescribed W/MBE goal set forth in this Contract, or failure to establish a good faith effort to do so, the Owner will impose such contract sanctions as the Owner may determine to be appropriate, including but not limited to:

25.9.1 Withholding of payments to the Design Professional under this Contract until the Design Professional complies; and/or

25.9.2 Assessing sanctions; and/or

25.9.3 Liquidated damages; and/or

25.9.4 Cancellation, termination, or suspension of this Contract in whole or in part; and/or

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

## **ARTICLE 26**

### **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

This Contract will be terminated in accordance with Florida Statutes Section 287.135 if it is found that Design Professional submitted a false Scrutinized Company Certification as provided in Florida Statutes 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,
  - a. 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
  - b. is engaged in business operations in Cuba or Syria.

## **ARTICLE 27**

### **E-VERIFY REQUIREMENT/UNAUTHORIZED ALIENS**

- 27.1 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 subconsultants, subcontractors, or suppliers 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 Designer, subconsultant, subcontractor or supplier 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 Professional will verify all their new employees and will require that their Designers, subconsultants, subcontractors, or suppliers verify all their new employees in accordance with the E-Verify requirements set out above. The Design Professional will execute Attachment 2, E-Verify Certification, to certify and affirm that the Design Professional will comply with the E-Verification requirements of Executive Order Number 11-116.
- 27.2 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 Professional knowingly employs unauthorized aliens, such violation will be cause for unilateral termination of this Contract.
- 27.3 By entering into this Contract, the Design Professional becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor uses the E-Verify system and subcontractor does

not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statutes, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the Section 448.095 by the Design Professional, the Design Professional may not be awarded a public contract for a period of 1 year after the date of termination.

**ARTICLE 28  
LOBBYING**

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

**ARTICLE 29  
(RESERVED)**

**ARTICLE 30  
NO EQUITABLE ADJUSTMENT**

The Design Professional's remedies are limited to those remedies specified herein. To the fullest extent permitted by Law, the Design Professional 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 31  
COMPLETE CONTRACT**

This Contract represents the entire agreement and fully integrated Contract between the Owner and the Design Professional 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 Professional.

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 Professional this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

**MEAD & HUNT, INC.**

\_\_\_\_\_

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

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

Print Name

\_\_\_\_\_

Print Address

\_\_\_\_\_

\_\_\_\_\_

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_

Witness

\_\_\_\_\_

Print Name

\_\_\_\_\_

Witness

\_\_\_\_\_

Print Name

**Notary for Mead & Hunt, Inc.**

**STATE OF \_\_\_\_\_**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as

(Name of person)

\_\_\_\_\_, for \_\_\_\_\_.

(type of authority)

(name of party on behalf of whom contract was executed)

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

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification

Type of Identification Produced

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

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

*(Affix Corporate Seal)*

By: \_\_\_\_\_  
Arthur F. Diehl III, Chairman

**ATTEST:**

\_\_\_\_\_  
Jane Castor, Secretary

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

**LEGAL FORM APPROVED:**

By: \_\_\_\_\_  
Michael T. Kamprath, Assistant General Counsel

**Notary for Hillsborough County Aviation Authority**

**STATE OF FLORIDA**

**COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of  physical presence or  online authorization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, in the capacity of Chairman, and by \_\_\_\_\_ in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

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

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification  
Type of Identification Produced

# ATTACHMENT 1



August 25, 2025

Ms. April Kelly, CPPO, CPPB, NIGP-CPP  
Senior Procurement Agent, Capital Programs & ITS  
Tampa International Airport  
Hillsborough County Aviation Authority  
PO Box 22287  
Tampa, FL 33622

Subject: Tampa International Airport  
HCAA Project Number 7385 25, General Aviation Apron Rehabilitation  
HCAA Project Number 7460 26, Airside E Passenger Boarding Bridge Replacement  
Design, Bid, and Construction Phase Services- Proposed Scope and Fee REVISION 3

Dear Ms. Kelly:

As requested, Mead & Hunt, Inc. is pleased to submit our team's revised proposed scope and fee to provide design, bid, and construction phase services for both referenced projects. Enclosed for your review you will find:

- Exhibit A1- Scope of Services REVISION 3 – General Aviation Rehabilitation
- Exhibit A2- Scope of Services REVISION 3 – Airside E PBB Replacement
- Exhibit B- Project Fee Proposal Summary- REVISION 2
- Exhibit B1- Project Fee Proposal REVISION 2- General Aviation Rehabilitation
- Exhibit B2- Project Fee Proposal REVISION 2 – Airside E PBB Replacement

Please reach out to me should you have any immediate questions or comments. We look forward to getting this project underway. We appreciate the opportunity to submit this proposal to Hillsborough County Aviation Authority.

Sincerely,

Handwritten signature of Dave Schmidgall in blue ink.

Dave Schmidgall, PE  
Project/Client Manager, Aviation Services

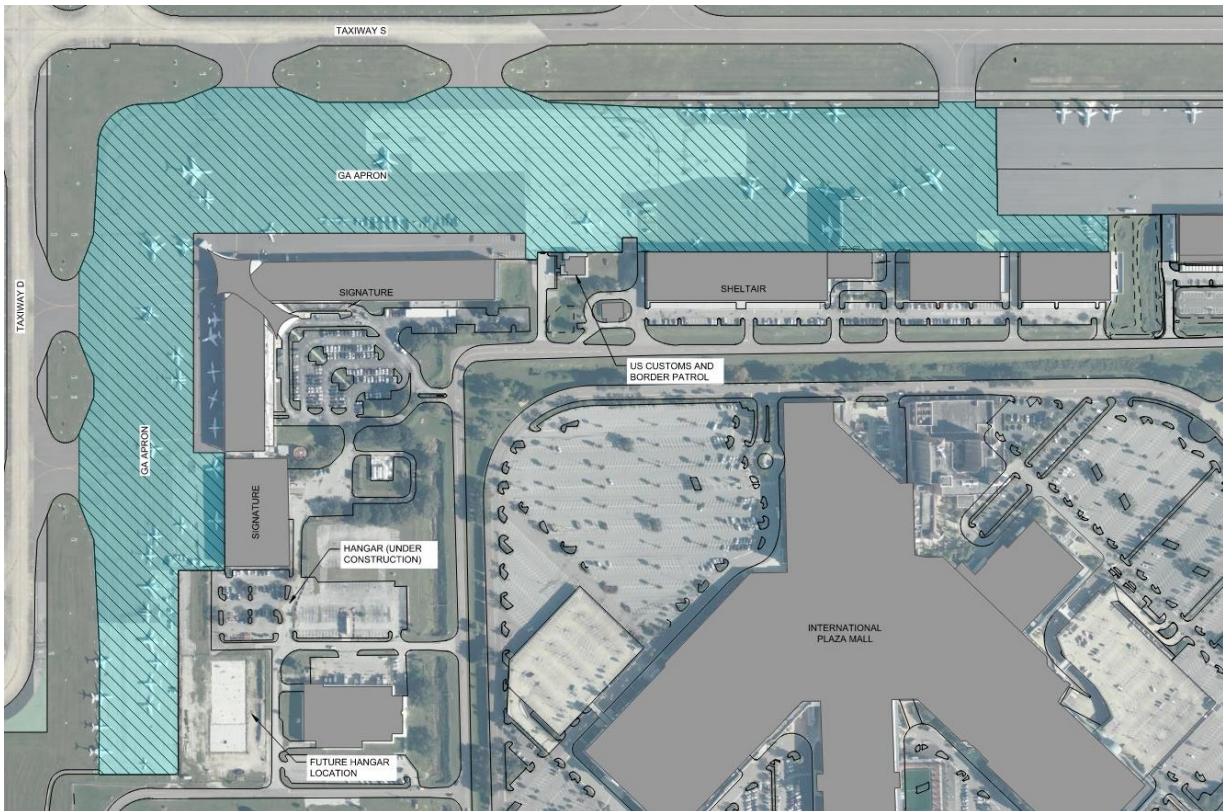
Handwritten signature of Mark Breukink in blue ink.

Mark Breukink, PE  
Vice President, Aviation Services

**Exhibit A1- Scope of Services**  
**General Aviation Apron Rehabilitation**  
**HCAA Project No. 7385 25**  
**Tampa International Airport**  
**Revision 3 – August 25, 2025**

**General Project Description**

The General Aviation Apron Rehabilitation project will provide pavement improvements to nearly the entire General Aviation Apron on the eastern portion of TPA. This will consist of the rehabilitation of approximately 144,000 square yards of pavement. The project will include the mill and overlay of the apron with the potential for full depth reconstruction in certain areas. The project will also include restriping of the ramp upon the completion of paving operations. See below for the project area.



The design phase of this project will be to provide construction documents for documentation of existing conditions, pavement demolition, new paving plans and sections, grading and drainage, and new apron striping. The project will also consider project phasing, site access and staging, and other airfield safety measures.

The scope of services to be performed by Mead & Hunt, Inc. (Consultant) includes all work, services, materials, equipment and supplies necessary to provide plans, specifications, bidding services, construction administration, and closeout services for the above stated General Aviation Apron

Rehabilitation (the Project). The design of this project will occur in conjunction with the design of the Airside E Passenger Board Bridge Replacement (HCAA Project No.7460 26).

The Consultant shall complete the scope of services in accordance with HCAA accepted standards of practice and shall include all work necessary to complete the tasks outlined in this Scope of Services.

### **Task 1 - Project Initiation and Management**

This phase involves those activities required for defining the scope of project administration and management services and be utilized from project kickoff till completion and incorporated in the budget during the applicable phase. Project Initiation and Management tasks include:

#### **1.1 Project Set Up and Kickoff**

Mead & Hunt will be the prime consultant leading a team of sub consultants (together referred to as the “Consultant”) to complete this scope of services.

The Consultant will perform all items required to properly set up the project, including coordination of inspection trips, estimation of fees, definition of scope of work, execution of contracts and subcontracts, etc. as necessary to ensure the project commences on schedule and in an orderly fashion.

The Consultant will develop a detailed project schedule identifying required milestones based upon the tasks identified in this scope of services. The project schedule, once reviewed and found acceptable by the Authority, will become the baseline schedule used for the project. The Consultant will coordinate with the Authority and monitor the schedule. Occasionally, and with the Authority’s approval, the baseline schedule may be adjusted if project milestones change as a result of constraints outside of the Consultant’s control. The Consultant will provide the schedule to the Authority and submit updates if the project milestones change.

The Consultant will schedule and conduct a project kickoff meeting in conjunction with the HCAA Project Director and key HCAA staff and stakeholder to discuss the above-described topics.

#### **1.2 Obtain Existing Condition Documentation**

The Consultant will obtain for the Authority, to the extent available, existing condition drawings for the General Aviation Ramp, pavement sections past project history, and previously completed geotechnical investigation reports.

#### **1.3 Existing Condition Review**

The Consultant will review all existing condition documentation data obtained from the Authority and during the site survey to better define the required scope of work during the design of the project.

**Unofficial Deliverables**

- Detailed project schedule, project management plan, quality control plan and other miscellaneous project initiation documents.
- Any findings or preliminary calculations created as a result of the existing condition review.
- All findings, studies, and preliminary calculations shall be presented to the Authority in PowerPoint presentation using the Authority’s PowerPoint template at the kickoff meeting.

**Project Design Meetings**

- The Consultant will schedule and lead an in-person project kickoff meeting and bi-weekly teleconference meetings with the Authority to provide an update on the project status. These meetings are to be held throughout the course of the entire design phase of the project. Time for these bi-weekly meetings has been captured in the associated design phase. The Consultant will prepare and distribute a meeting agenda to all participants a minimum of 24 hours prior to the bi-weekly design meetings and will prepare and distribute meeting notes to all participants after each meeting. The project manager and key members of the local design team will attend these meetings in person when requested.

<b>Roles and Responsibilities by Team Member</b>	
<b>Mead &amp; Hunt</b>	<ul style="list-style-type: none"> <li>• Prime contract and project management</li> <li>• Sub Consultant oversight</li> <li>• QA/QC Review</li> <li>• Authority Interface</li> <li>• Meeting Agenda and Meeting Notes</li> <li>• Pavement Inspection and Evaluation</li> <li>• Pavement Sections</li> <li>• Geometry, Grading, Striping</li> <li>• Project Drawings</li> <li>• Overall Phasing, Staging, and Access Plans</li> <li>• Engineering Report</li> <li>• Specifications</li> <li>• Bid Administration</li> <li>• Construction Administration</li> </ul>
<b>Mohsen Design Group</b>	<ul style="list-style-type: none"> <li>• Pavement Inspection and Evaluation Support</li> <li>• Pavement Design Support- Analysis of Pavement Section options, FAARFIELD design, collaboration with Mead &amp; Hunt</li> <li>• Project Phasing Drawings</li> <li>• Development of individual project phases, safety, durations to be implemented into phasing plans</li> <li>• Construction Safety and Phasing Plan-</li> <li>• Engineering Report Support</li> <li>• Overall Design Support</li> <li>• Independent QC Review</li> </ul>

<b>Connico</b>	<ul style="list-style-type: none"> <li>• Estimate of Probable Construction Costs</li> <li>• Development/Analysis of Project Schedule</li> </ul>
<b>Hyatt Survey Services</b>	<ul style="list-style-type: none"> <li>• Complete survey of project limits</li> <li>• Survey delivered in Autocad format and incorporated into project plans.</li> </ul>
<b>TSF Geotechnical Services</b>	<ul style="list-style-type: none"> <li>• Geotechnical engineering and materials testing results and report</li> <li>• Construction Oversight (Asphalt Paving) Support</li> <li>• Geotech Report QC Review Checklist</li> </ul>

**Task 2 – Preliminary Design (30%)**

This phase involves those activities required for collecting field data, survey, preliminary analysis, calculations, assessments, and other necessary work in order to complete preliminary design and develop the 30% deliverable which includes drawings, estimates, schedules, and associated work. Preliminary design phase tasks include:

**2.1 Site Investigation and Pavement Inspection**

The Consultant will perform a detailed field investigation of the entire General Aviation Ramp. The team will evaluate the existing pavement to obtain accurate existing conditions, pavement distresses, The design team will also locate all geotechnical testing locations to be completed by our geotechnical testing teaming partner. Mead Hunt’s Project Manager, Pavement Design Engineer, Lead Airfield Engineer and one staff member from Mohsen Design Group (MDG) will participate in the field investigation.

**2.2 Topographic Survey**

The Consultant will acquire the necessary topographic survey for the Project site, including related office computations and drafting. Specifically, this will include surveying the project limits to obtain pavement elevations, features, and structures necessary for project design. The surveyor will collect data on a 25’ x 25’ grid and all manholes, inlets, trench drains, aircraft tiedowns, low points/pavement swales, and other miscellaneous features in the project area. Survey limits shall extend to the face of hangars on the ramp, 50’ off the existing edge of pavement, and 50’ past the non-movement marking on the taxiway connectors. All proposed boring locations shall also be surveyed. All data will be digitally loaded and sent to the design team for incorporation into the project base files. An exhibit showing the limits of survey has been included as Attachment A.

**2.3 Geotechnical Investigation and Analysis**

The Consultant will acquire the necessary soils and existing pavement investigation data, including borings and pavement cores, as well as field and laboratory tests, to identify existing pavement conditions and subsurface soil characteristics. All testing locations will be cleared for utilities by the Consultant prior to testing. Field testing will include twenty-four (24) pavement cores and Standard Penetration Test (SPT) boring to depths of 10 feet below the existing grade

within the General Aviation Ramp pavement areas. Three (3) bulk samples will be collected for laboratory California Bearing Ratio (CBR) testing in general accordance with ASTM D1883. The samples will comprise of combining material from multiple borings with the anticipated base/subgrade range. Test locations for pavement cores and soil borings have been preliminary located and will be confirmed by the design team prior to testing. Within the boring, penetration resistance testing will be performed in general accordance with the requirements of ASTM D 1586. Upon completion of testing laboratory testing and visual classifications will be performed on selected samples. The results of all drilling and laboratory testing will be evaluated by a geotechnical engineer. A report will be issued that contains the exploration data, and geotechnical recommendations for design. An exhibit showing the geotechnical testing has been included as Attachment B.

#### **2.4 Existing Pavement Evaluation / Analysis**

The Consultant will combine the results of the field investigation, geotechnical testing, and topographic survey, and as built data to evaluate the existing pavement conditions. This will also include the evaluation of longitudinal grades to determine if all apron grades meet the requirements of FAA Advisory Circular 150-5300-13B Change 1. These factors will all aid in determining the pavement deficiencies and areas of concern. Exhibits and figures depicting pavement distresses and pavement section thicknesses will be developed to aid in the discussion with the Authority. The Consultant will also evaluate current and future fleet mix and ramp usage to help determine potential causes of pavement distress.

#### **2.5 Pavement Design Alternatives**

Upon review of the existing pavement evaluation and analysis with the Authority, the Consultant will evaluate pavement design alternatives. This will include:

- Utilizing FAA pavement design software FAARFIELD 2.1.1 to run various pavement design alternatives based upon subgrade values, fleet mix, and existing pavement sections.
- Evaluating options for various depths of mill and overlay, full depth reconstruction, concrete hardstand construction.
- Ramp usage analysis which will include discussion with stakeholders on current and expected future ramp usage (charters, special events, regular traffic, etc.).
- Consideration for “heavy duty” pavement sections for larger aircraft in certain areas of the ramp will be considered at this time.
- Consideration of other pavement alternatives including the use of Fuel Resistant Asphalt (P-404), sustainable pavement improvements (low carbon or other green asphalt enhancements).

The results of Tasks 2.4 and 2.5 will be summarized in a pavement design memo which will be included in the Engineer's Report and discussed during a bi-weekly progress meeting.

#### **2.6 Preliminary Geometry, Grading and Striping**

The Consultant shall evaluate and establish the pavement rehabilitation limits. This shall include:

- Evaluating the interface and exact pavement limits at the east end of the apron.
- Evaluating the limits of the ramp rehabilitation in front of the existing tenant hangars.  
Consideration for tenant leased space limits and exclusive use space will be considered.

- Evaluating the limits of pavement rehabilitation limits at the taxiway connector and non-movement markings. This will include evaluating that pavement fillet geometry is in accordance with FAA Advisory Circular 150-5300-13B, Change 1 for aircraft accessing the General Aviation Apron. If any design is required for geometry improvements or any Southwest Florida Water Management District (SWFWMD) permitting is required for these improvements, it shall be an additional service.
- Evaluate the drainage in the area between Taxiways A1 and A2 for the need for underdrain. If underdrain design or SWFWMD permitting for this effort is required, it shall be an additional service.
- Develop a preliminary grading plan for the pavement rehabilitation limits. Any areas of the apron that grades do not meet FAA criteria as described will be addressed in the proposed grading plan.
- Develop aircraft parking plans for critical aircraft to aid the development of ramp striping including marked parking positions and taxilane centerlines. Coordination with stakeholders including tenants and Custom Border Protection (CBP) may be required as part of this task.

## 2.7 Preliminary Design Plans

The Consultant will develop schematic contract drawings (approximately 30% complete) providing sufficient detail for review of design concepts by HCAA. It is anticipated the final drawings will consist of the following sheets:

Number of Sheets	Name
1	Cover Sheet
1	Sheet Index / Summary of Quantities
1	General Notes
1	Legend
1	Project Layout Plan
1	Project Keymap Sheet
1	Survey Control Plan
1	Contractor Layout Plan and Access Plan
8	Construction Safety Phasing Plans and Details
4	Plan and Log of Soil Borings
7	Existing Condition Plans- 30 scale
1	Demolition and Erosion Control Plans- 30 scale
1	Erosion Control Details
1	Demolition Sections and Details
7	Project Geometrics and Paving Plans- 30 scale
2	Typical Sections
2	Paving Details
7	Grading and Drainage Plans- 30 scale
2	Miscellaneous Site Details
4	Marking Plans- 60 scale
1	Marking Details

8	Cross Sections
63	APPROXIMATE SHEET TOTAL

**2.8 Preliminary Technical Specifications**

The Consultant will create the preliminary technical specifications. FAA technical specifications based upon Advisory Circular 150/5300-10H Standard Specifications for Construction of Airports and FDOT Standard Specifications for Road and Bridge Construction FY2025-26 will be utilized to specify construction requirements.

**2.9 Preliminary Estimate of Probable Construction Cost**

The Consultant will provide estimating services including 30% document budget and estimating case studies and evaluations as needed to facilitate advancement and on budget delivery of the project. This will include a cost estimate completed by the Consultant’s cost estimator. Additionally, the Authority will perform an independent cost estimate (ICE) at the conclusion of the 30% design phase. The Consultant will participate in a reconciliation meeting upon completion of the ICE to compare and discuss any differences between the estimates and have an agreed upon estimate of construction costs moving into the 60% design phase.

**2.10 Compile Preliminary Project Schedule**

The Consultant will create and submit a preliminary estimated project construction schedule which includes proposed phases of the work to be completed. Phasing will consider durations, impacts to tenants, and airfield access. This baseline schedule will be updated as design progresses through subsequent milestones to ensure design and a construction schedule will be updated as the scope of work and phasing develops. This will include a preliminary construction schedule complete by the Consultant’s scheduler.

**2.11 Engineer’s Report**

The Consultant will maintain an overall design document and shall keep the design document updated with applicable design standards, calculations, spreadsheets, design documents, pavement design analysis, and other pertinent information.

**2.12 Attend Review Meetings**

The Consultant included associated sub-consultant team members, will attend an on-site 30% design page-turn meeting. The team will prepare a PowerPoint presentation for review and approval by Authority staff prior to review meeting. The consultant will prepare and distribute meeting minutes within seven days of the review meeting.

**2.13 Project QA/QC**

The Consultant will perform internal QA/QC process on all Construction Documents and will also comply with applicable Authority QA/QC procedures. A copy of the Consultants QA/QC program will be provided to the Authority, to include review checklists and “yellow-line” drawings.

**2.14 30% Submission**

The Consultant will assemble and submit a 30% set of Construction Documents for the project.

**Deliverables**

- 30% level drawings.
- Preliminary/Outline technical specifications.
- 30% engineer’s estimate of probable construction cost.
- Geotechnical testing report
- Preliminary Engineer’s Report, including pavement design/analysis, and QA/QC documentation.
- Preliminary construction schedule.
- Preliminary phasing plans.

Note: All drawings will be submitted to the Authority in an agreed upon format such as 11x17 digital files.

<b>30% Deliverables and Responsibilities by Team Member</b>	
<b>Mead &amp; Hunt</b>	<ul style="list-style-type: none"> <li>• Prime contract and project management</li> <li>• Sub Consultant oversight</li> <li>• QA/QC Review</li> <li>• Authority Interface</li> <li>• Meeting Agenda and Meeting Notes</li> <li>• Pavement Inspection and Evaluation</li> <li>• Preliminary Pavement Design</li> <li>• Preliminary Geometry, Grading, Striping</li> <li>• 30% Drawings</li> <li>• 30% Level Engineering Report</li> <li>• 30% Level Technical Specification Development</li> </ul>
<b>Mohsen Design Group</b>	<ul style="list-style-type: none"> <li>• Pavement Inspection and Evaluation</li> <li>• Review Geotechnical Report</li> <li>• Preliminary Pavement Design</li> <li>• Preliminary Phasing Plans</li> <li>• 30% Level Engineering Report Support (pavement analysis and phasing)</li> <li>• 30% Independent QC Review</li> </ul>
<b>Connico</b>	<ul style="list-style-type: none"> <li>• 30% Level Probable Construction Costs</li> <li>• 30% Level Project Schedule</li> </ul>
<b>Hyatt Survey Services</b>	<ul style="list-style-type: none"> <li>• Complete survey of project limits</li> <li>• Survey delivered in Autocad format and incorporated into project plans.</li> </ul>
<b>TSF Geotechnical Services</b>	<ul style="list-style-type: none"> <li>• Geotechnical engineering and materials testing results and report</li> <li>• Geotech Report QC Review Checklist</li> </ul>

### **Task 3 – 60% Design Phase**

The services to be performed during this Phase consist generally of services required to furnish HCAA with a set of 60% Design Development Plans, Specifications, and Engineer's Report. 60% design phase tasks include:

#### **3.1 Review Comments Incorporation**

The Consultant will incorporate any agreed upon modifications based on the Authority's review of the 30% documents.

#### **3.2 Site Visit and Pavement Condition Verification**

The Consultant will perform a detailed "plan in hand" site walk to verify pavement conditions, pavement rehabilitation limits, verify survey and geotechnical results, and any other questions that need field verification during the preliminary plan development. This includes a walk of the project site by the Project Manager, pavement engineer, and a staff member from MDG.

#### **3.3 Update Pavement Design and Alternatives**

The consultant will continue development of the pavement design alternatives and finalize all pavement sections for the apron rehabilitation during this phase.

#### **3.4 Update Pavement Geometry, Grading and Striping**

The consultant will continue development of pavement geometry, further progress the grading, and ramp striping so they can be incorporated into the project drawings.

#### **3.5 Continue Progress on Construction Drawings**

The Consultant will continue progress on all previously submitted 30% construction drawings to the 60% level.

#### **3.6 Continue Progress on Specifications**

The Consultant will continue progress on all previously submitted 30% construction specifications to the 60% level and will commence incorporation of FAA front end specifications, FDOT standards to the extent applicable

#### **3.7 Update Statements of Probable Construction Costs**

The Consultant will provide estimating services including 60% document budget and estimating case studies and evaluations as needed to facilitate advancement and on budget delivery of the project. This will include a cost estimate completed by the Consultant's cost estimator. Additionally, the Authority will perform an independent cost estimate (ICE) at the conclusion of the 60% design phase. The Consultant will participate in a reconciliation meeting upon completion of the ICE to compare and discuss any differences between the estimates and have an agreed upon estimate of construction costs moving into the 90% design phase.

### **3.8 Update Project Schedule and Phasing**

The Consultant will update and submit the previously created preliminary estimated project construction schedule, logistics and phasing plan. Phasing plans will include detailed phasing plans for each phase, site access points, barricade locations, haul routes, and other elements required for safe construction to take place. This will include a preliminary construction schedule complete by the Consultant's scheduler.

### **3.9 Update Engineer's Report**

The Consultant will update the design document throughout the 60% CD Phase

### **3.10 Develop Construction Safety and Phasing Plan**

The Consultant will develop a preliminary Construction Safety and Phasing Plan (CSPP) and submit to the Authority for review. The CSPP will include the phasing drawings and narrative explanation of the work, safety requirements to be followed, and other FAA document guidelines.

### **3.11 Attend Review Meetings**

The Consultant, including associated sub-consultant team members, will attend an on-site 60% design page-turn meeting. The team will prepare a PowerPoint presentation for review and approval by Authority staff prior to review meeting. The consultant will prepare and distribute meeting minutes within seven days of the review meeting.

### **3.12 Project QA/QC**

The Consultant will perform an internal QA/QC process on all Construction Documents and will also comply with applicable Authority QA/QC procedures. A copy of the Consultant's QA/QC program will be provided to the Authority, to include review checklists and "yellow-line" drawings. The Consultant will generate a report of the 60% documents and review with the design sub-consultants.

### **3.13 60% Submission**

The Consultant will assemble and submit a 60% set of Construction Documents for the project.

#### **Deliverables**

- Updated 60% level drawings.
- Updated technical specifications.
- 60% engineer's estimate of probable construction cost.
- Updated Engineer's Report, including QA/QC documentation.
- Updated construction schedule
- Updated phasing plans
- Draft Construction Safety and Phasing Plan

<b>60% Deliverables and Responsibilities by Team Member</b>	
<b>Mead &amp; Hunt</b>	<ul style="list-style-type: none"> <li>• Prime contract and project management</li> <li>• Sub Consultant oversight</li> <li>• QA/QC Review</li> <li>• Authority Interface</li> <li>• Meeting Agenda and Meeting Notes</li> <li>• Plan Verification</li> <li>• Pavement Design and Alternatives</li> <li>• Geometry, Grading, Striping</li> <li>• 60% Drawings</li> <li>• 60% Level Engineering Report</li> <li>• 60% Level Technical Specification Development</li> </ul>
<b>Mohsen Design Group</b>	<ul style="list-style-type: none"> <li>• Pavement Inspection and Evaluation</li> <li>• Pavement Design and Alternatives Support</li> <li>• Phasing Plans</li> <li>• 60% Level Engineering Report Support (pavement analysis and phasing)</li> <li>• 60% Independent QC Review</li> <li>• Draft CSPP</li> </ul>
<b>Connico</b>	<ul style="list-style-type: none"> <li>• 60% Level Probable Construction Costs</li> <li>• 60% Level Project Schedule</li> </ul>

**Task 4 – 90% Design Phase**

This phase involves those activities required for developing the 90% deliverable including drawings, estimates, schedules, and all associated work so that a 90% design package can be submitted at the conclusion of the phase. 90% design phase tasks include:

**4.1 Review Comments Incorporation**

The Consultant will incorporate any agreed upon modifications based on the Authority's review of the 60% documents.

**4.2 Final Site Visit**

The Consultant shall perform a final detailed site investigation verifying pavement rehabilitation methods and locations of work. The Project Manager and junior engineer with a staff member from MDG will participate in this site visit to provide a final verification of pavement rehabilitation limits and methods.

**4.3 Finalize Pavement Design and Pavement Sections**

The Consultant shall finalize all pavement design methods, materials to be used, pavement sections, and pavement details.

#### **4.4 Finalize Pavement Geometry and Striping**

The Consultant shall finalize all pavement geometry, establish final grades (including contours, spot elevations and cross sections), and ramp and taxilane/ taxiway striping plans.

#### **4.5 Continue Progress on Construction Drawings**

The Consultant will continue progress on all previously submitted 60% construction drawings to the 90% level.

#### **4.6 Continue Progress on Specifications**

The Consultant will continue progress on all previously submitted 60% construction specifications to the 90% level and will commence incorporation of FAA front end specifications, FDOT standards, and Authority bid documents, to the extent applicable

#### **4.7 Update Statements of Probable Construction Costs**

The Consultant will provide estimating services including 90% document budget and estimating case studies and evaluations as needed to facilitate advancement and on budget delivery of the project. This will include a cost estimate completed by the Consultant's cost estimator. Additionally, the Authority will perform an independent cost estimate (ICE) at the conclusion of the 90% design phase. The Consultant will participate in a reconciliation meeting upon completion of the ICE to compare and discuss any differences between the estimates and have an agreed upon estimate of construction costs moving into the 100% design phase.

#### **4.8 Update Project Schedule and Phasing**

The Consultant will update and submit the previously created estimated project construction schedule, logistics and phasing plan. Phasing plans will include detailed phasing plans for each phase, site access points, barricade locations, haul routes, and other elements required for safe construction to take place. This will include a preliminary construction schedule complete by the Consultant's scheduler.

#### **4.9 Update Engineer's Report**

The Consultant will update the design document throughout the 90% CD Phase

#### **4.10 Update CSPP**

The Consultant will update and finalize the CSPP based upon the final project phasing.

#### **4.11 Attend Review Meetings**

The Consultant, including associated sub-consultant team members, will attend an on-site 90% design page-turn meeting. The team will prepare a PowerPoint presentation for review and approval by Authority staff prior to review meeting. The consultant will prepare and distribute meeting minutes within seven days of the review meeting.

#### 4.12 Project QA/QC

The Consultant will perform an internal QA/QC process on all Construction Documents and will also comply with applicable Authority QA/QC procedures. A copy of the Consultant’s QA/QC program will be provided to the Authority, to include review checklists and “yellow-line” drawings. The Consultant will generate a constructability review and report of the 90% documents and review with the design sub-consultants. The Authority will receive the constructability report review comments.

#### 4.13 90% Submission

The Consultant will assemble and submit a 90% set of Construction Documents for the project.

##### Deliverables

- Updated 90% level drawings.
- Updated technical specifications.
- 90% engineer’s estimate of probable construction cost.
- Updated Engineer’s Report, including QA/QC documentation.
- Updated construction schedule
- Updated phasing plans
- Updated Construction Safety and Phasing Plan

<b>90% Deliverables and Responsibilities by Team Member</b>	
<b>Mead &amp; Hunt</b>	<ul style="list-style-type: none"> <li>• Prime contract and project management</li> <li>• Sub Consultant oversight</li> <li>• QA/QC Review</li> <li>• Authority Interface</li> <li>• Meeting Agenda and Meeting Notes</li> <li>• Plan Verification</li> <li>• Pavement Design and Sections</li> <li>• Geometry, Grading, Striping</li> <li>• 90% Drawings</li> <li>• 90% Level Engineering Report</li> <li>• 90% Level Technical Specification Development</li> </ul>
<b>Mohsen Design Group</b>	<ul style="list-style-type: none"> <li>• Pavement Inspection and Evaluation</li> <li>• Pavement Design and Sections</li> <li>• Phasing Plans</li> <li>• 90% Level Engineering Report Support (pavement analysis and phasing)</li> <li>• 90% Independent QC Review</li> <li>• CSPP</li> </ul>
<b>Connico</b>	<ul style="list-style-type: none"> <li>• 90% Level Probable Construction Costs</li> <li>• 90% Level Project Schedule</li> </ul>

## **Task 5 – 100% Design Phase**

This phase involves those activities required for developing the 100% deliverable including drawings, estimates, schedules, and all associated work so that a 100% design package can be submitted and ready for bidding at the conclusion of the phase. 100% design phase tasks include:

### **5.1 Review Comments Incorporation**

The Consultant will incorporate any agreed upon modifications based on the Authority's review of the 90% construction documents. Any final stakeholder comments will be incorporated as well.

### **5.2 Final Construction Drawings**

The Consultant will continue progress on all previously submitted 90% construction drawings to the 100% level.

### **5.3 Final Specifications Book**

The Consultant will continue progress on all previously submitted 90% construction specifications to the 100% level and will finalize incorporation of FAA front end specifications, FDOT standards, and Authority bid documents and Division 0 and Division 1 specifications, to the extent applicable.

### **5.4 Final Construction Estimate**

The Consultant will provide a final cost estimate documenting the final construction budget to facilitate on budget delivery of the project. This will include an update to any changes since the 90% cost estimate. A full cost estimate report completed by the Consultant's cost estimating subconsultant is not included.

### **5.5 Final Project Schedule**

The Consultant will update and submit the previously created estimated project construction schedule, logistics and phasing plan. Phasing plans will include detailed phasing plans for each phase, site access points, barricade locations, haul routes, and other elements required for safe construction to take place. This will include an update to any changes since the 90% schedule. A full scheduling report completed by the Consultant's cost estimating subconsultant is not included.

### **5.6 Update Engineer's Report**

The Consultant will update the design document throughout the 100% Phase

### **5.7 Construction Safety and Phasing Plan**

The Consultant will update the CSPP based upon any comments from the 90% Phase and stakeholder feedback.

### **5.8 Attend Review Meetings**

The Consultant, including associated sub-consultant team members, will attend an on-site 100% design page-turn meeting. The team will prepare a PowerPoint presentation for review and

approval by Authority staff prior to review meeting. The consultant will prepare and distribute meeting minutes within seven days of the review meeting.

**5.9 Project QA/QC**

The Consultant will perform an internal QA/QC process on all Construction Documents and will also comply with applicable Authority QA/QC procedures. A copy of the Consultant’s QA/QC program will be provided to the Authority, to include review checklists and “yellow-line” drawings. The Consultant will generate a constructability review and report of the 100% documents and review with the design sub-consultants. The Authority will receive the constructability report review comments.

**5.10 100% Submission**

The Consultant will assemble and submit 100% Construction Documents for the project.

**Deliverables**

- 100% set of construction documents ready to bid
- Final technical specifications.
- Final engineer’s estimate of probable construction cost.
- Final Engineer’s Report, including QA/QC documentation.
- Final construction schedule.
- Final phasing plans.
- Final CSPP

<b>100% / Final Deliverables and Responsibilities by Team Member</b>	
<b>Mead &amp; Hunt</b>	<ul style="list-style-type: none"> <li>• Prime contract and project management</li> <li>• Sub Consultant oversight</li> <li>• QA/QC Review</li> <li>• Authority Interface</li> <li>• Meeting Agenda and Meeting Notes</li> <li>• 100% / Final Drawings</li> <li>• 100% / Final Level Engineering Report</li> <li>• 100% / Final Level Technical Specification</li> </ul>
<b>Mohsen Design Group</b>	<ul style="list-style-type: none"> <li>• 100% Phasing Plans</li> <li>• 100% / Final Independent QC Review</li> <li>• Final CSPP</li> </ul>

**Task 6 – Bid Phase**

This phase involves those activities required for supporting the Authority in bidding and award of the project. Bid phase tasks include:

**6.1 Prepare Issued for Bid Documents**

The Consultant shall prepare documents for bid in conjunction with HCAA including incorporation of any final 100% review comments, front end document coordination, and production of Bid Documents. These documents shall be loaded on the HCAA procurement site for public bid.

## **6.2 Respond to Contractor Questions**

The Consultant will receive and respond to questions from potential bidders regarding the Contract documents

## **6.3 Prepare for and Attend Pre-bid Meeting**

The Consultant will prepare presentation slides regarding the scope of the project and construction phasing and will present the information and answer questions as appropriate. Attendance at the meeting will include the Project Manager and project team representatives.

## **6.4 Prepare Addenda**

The Consultant will prepare addend to the bid documents after advertisement and prior to bids are submitted as required upon HCAA's approval.

## **6.5 Review Bids**

The Consultant will review Contractor bids upon receipt. The bid review shall include items such as a check of the contractor's bid extensions and review contractor's list of personnel, list of equipment, and financial statement.

## **6.6 Prepare Bid Tabulation and Recommendation of Award**

The Consultant will prepare a bid tabulation and recommendation/rejection of award to HCAA.

## **6.7 Prepare IFC Plans and Contract Documents**

Upon award of the Contract, the Consultant will prepare conformed copies of contract documents (plans and specs only) including incorporating addenda. HCAA will coordinate contractor's execution of the contract; review contractor's bonds, insurance certificates, and DBE plan and coordinate execution of the contract.

### **Deliverables**

- Issued for Bid Plans and Specifications
- Response to questions from potential bidders
- Presentation slides for prebid meeting
- Addenda
- Bid Tabulation
- Recommendation of Award Letter
- Issued for Construction Plans and Contract Documents

## **Task 7 – Construction Administration Phase**

This phase involves those activities required for supporting the Authority in administration of the construction phase of the project. Construction Administration phase tasks include:

### **7.1 Attend Pre-Construction Meeting**

The Consultant will prepare and conduct all pre-construction meetings on site and will prepare meeting agendas, meeting notes, and action tracking lists.

### **7.2 Attend Construction Progress Meetings**

The Consultant will attend weekly construction progress meetings throughout the duration of construction. The Project Manager will attend in person and key personnel will attend virtually as needed.

### **7.3 Periodic Site Inspections and Construction Oversight**

The Consultant will visit the site on an approximate weekly basis. These will generally occur in coordination with the weekly construction progress meetings and/or critical operations such as start of paving, phase closures, striping layout, etc. Site visits will observe adherence to contract documents, quality of construction, and overall site safety. Twenty-four (24) site visits are accounted for in this task. Additionally, representatives from the Consultants geotechnical testing firm will be on site for the start of each phase of paving to assure asphalt is being constructed to the guidelines of the specification and proper thickness.

### **7.4 Shop Drawing Submittals**

The Consultant will review and approve or comment on shop drawings / submittals which follow the developed shop drawing submittal log.

### **7.5 RFI Responses**

The Consultant will respond to any RFI's from the contractors during the construction process.

### **7.6 Review of Contractor SOV and Pay Applications**

The Consultant will review monthly and final contractor pay application requests for general conformance with the contract documents and general concurrence of construction progress.

### **7.7 Review of Change Order Requests**

The Consultant will review and provide recommendation to approve or disapprove of contractor change orders.

### **7.8 Review of Quality Control Documentation**

The Consultant will review the Contractor's Quality Control documentation and testing results for conformance with the plans and specifications.

## **7.9 Substantial Completion and Final Inspection**

The Consultant will conduct substantial completion and final inspections of the completed Project with HCAA personnel and the Contractor. Develop and distribute a punch-list for the substantial completion and final inspection.

### **Deliverables**

- Submittal Log
- Responses to RFIs
- Review Submittals
- Supplemental Instructions
- Site visit and construction observation reports
- Inspection punch lists
- Copies of meeting notes, agendas and updated schedules.

## **Task 8 – Project Closeout Phase**

This phase involves those activities required for supporting the Authority in proper closeout of the project. Project Closeout phase tasks include:

### **8.1 Assemble As-Built Drawings**

The Consultant will update and assemble as-built drawings

### **8.2 Assemble and Submit Final Engineer's and Closeout Report**

The Consultant will produce and submit the Final Engineer's Report and Closeout Documentation to the Authority.

### **Deliverables**

- One (1) full size set (22"x34") and one (1) electronic copy (.pdf, .dwg) of final as-built drawings and CAD Files
- Final Engineer's/closeout report book.
- FDOT Closeout Certification (if required)

## **Project Schedule**

A detailed project schedule will be discussed at the project kickoff meeting. A summary of major schedule task items will be as follows:

- Consultant Contract Approval September 4, 2025
- Work Order Issued for Design September 4, 2025
- 30% Submittal December 19, 2025
- 60% Submittal February 20, 2026
- 90% Submittal April 24, 2026
- 100% Submittal May 29, 2026
- Final Bid Package June 24, 2026
- Advertise for Bid July 8, 2026
- Bid Opening August 19, 2026
- Construction Contract Award by Board October 1, 2026
- Notice to Proceed November 2, 2026
- Substantial Completion May 7, 2027

## **Design Assumptions**

The conditions and considerations in developing the scope and fee for the project described above include:

1. All deliverables will be electronic; no hardcopies will be provided with the exception of final as-built if requested by the Authority.
2. As-built drawings and/or CAD files are available and will be provided prior to field visit.
3. Adjacent ongoing project(s) drawings and/or CAD files will be provided by HCAA.
4. HCAA will either provide access to the FAA AGIS website or upload information themselves as required for the project.
5. No Modifications of Standards will be required on this project. If any are determined to be necessary, the cost to provide the data and forms to process Modifications of Standards with FAA is not included in this Scope of Services and shall therefore be an Additional Service.
6. Access to the majority of the site for field investigations can be performed during day hours and will be coordinated by HCAA. While not anticipated, if areas adjacent to certain gates need to be investigated completed during night hours during scheduled airfield closures, HCAA will coordinate the necessary escort for the Consultant and subcontractors to access the restricted areas located within "movement" areas of the airport. ***One night of night work has been accounted for in the geotechnical testing program.***
7. The scope of services assumes that a Safety Risk Management Panel (SRMP) and safety risk mitigation will **not** be necessary. If SRMP is determined to be necessary, the cost of these services is not included in this Scope of Services and shall therefore be an Additional Service.
8. Preparation of one (1) bid package without any bid alternates for public bidding is included in the scope of services.

9. HCAA will advertise the Project and issue bid documents onto the Authority procurement website.
10. If permitting with the City and/or SWFWMD is required, it shall be an Additional Service.
11. Prevailing wage rules apply to field work.
12. The proposed project will not change the operational nature of the airport. Therefore, neither a noise analysis nor a traffic study will be required for this Project.
13. The proposed project would be considered “presumed to conform” and will not require an air quality analysis.
14. HCAA will invite stakeholders to the bi-weekly progress meetings as required by the agendas provided by the Consultant in advance of the meeting. No separate stakeholder coordination meetings will be required.
15. HCAA will submit the 7460 locally with operations. Exhibits (including the CSPP) showing work limits and project phases will be provided to support this effort. No formal 7460 upload to the FAA website is included in the scope of services.

### **Design Exclusions**

The scope and fee for the project described above excludes the following items, which can be provided for an additional fee, if requested.

1. Boundary Survey
2. Right-of-way or other deed research
3. Testing for contaminants, PFAS, hazardous material testing, and remediation design.
4. Underground utility inspections using a video camera.
5. Permit fees.
6. Off-site (of-airport) engineering or tenant specific improvements unless otherwise specified in this scope of services.
7. Certification fees or administrative efforts necessary to pursue an award through any sustainable rating system such as Envision.
8. Public meetings, hearings, or presentations.
9. Updating FAA publications.
10. Phase I/II Environmental Site Assessment, Environmental Due Diligence Audit (EDDA), soil sampling, PFAS evaluation, and/or hazardous materials assessments
11. Construction manager and Resident Project Representative (RPR) staffing.
12. Materials testing outside of what is specifically identified in the scope of work.

### **Schedule of Fees**

See spreadsheet breakdown (Attachment B) for full schedule of fees.

**Exhibit A2- Scope of Services**  
**Airside E Passenger Boarding Bridge Replacement**  
**HCAA Project No. 7460 26**  
**Tampa International Airport**  
**Revision 3 – August 25, 2025**

**General Project Description**

The project's general scope will be to replace 13 Passenger Boarding Bridges (PBB) at the existing facility on Airside E. The project will include new central preconditioned air (PCA) units and 400Hz ground power units (GPU). The project will also include modifications to aircraft parking and airside ramp striping to accommodate the desired fleet mix at the gates, as allowable, while maintaining adequate clearances from adjacent taxiways and service road markings around Airside E and meeting ADA requirements. See below for project area.



The design phase of this project will be to provide construction documents for aircraft parking planning, ramp striping removal and installation, PBB demolition & installation, replacement of point of use (POU) PCA and 400Hz ground power systems, and hydrant fuel system modifications (if required) to include pit addition or relocation, as well as leak detection system modifications. The project also includes the design for new telecommunications to the PBB, building automation system tie-ins (BAS), and electrical feeder size changes as required, to each gate position, and PBB foundation verifications as required.

The scope of services to be performed by Mead & Hunt, Inc. (Consultant) includes all work, services, materials, equipment and supplies necessary to provide plans, specifications, bidding services, construction administration, and closeout services for the above stated Airside E Passenger Boarding Bridge Replacement (the Project). The design of this project will occur in conjunction with the design of the General Aviation Apron Rehabilitation (HCAA Project No.7385 25).

The Consultant shall complete the scope of services in accordance with HCAA accepted standards of practice and shall include all work necessary to complete the tasks outlined in this Scope of Services.

### **Task 1 - Project Initiation and Management**

This phase involves those activities required for defining the scope of project administration and management services and be utilized from project kickoff till completion and incorporated in the budget during the applicable phase. Project Initiation and Management tasks include:

#### **1.1 Project Set Up and Kickoff**

Mead & Hunt will be the prime consultant leading a team of sub consultants (together referred to as the "Consultant") to complete this scope of services.

The Consultant will perform all items required to properly set up the project, including coordination of travel plans for inspection trips, estimation of fees, definition of scope of work, execution of contracts and subcontracts, etc. as necessary to ensure the project commences on schedule and in an orderly fashion.

The Consultant will develop a detailed project schedule identifying required milestones based upon the tasks identified in this scope of services. The project schedule, once reviewed and found acceptable by the Authority, will become the baseline schedule used for the project. The Consultant will coordinate with the Authority and monitor the schedule. Occasionally, and with the Authority's approval, the baseline schedule may be adjusted if project milestones change as a result of constraints outside of the Consultant's control. The Consultant will provide the schedule to the Authority and submit updates if the project milestones change.

The Consultant will schedule and conduct a project kickoff meeting in conjunction with the HCAA Project Director and key HCAA staff and stakeholder to discuss the above-described topics.

#### **1.2 Obtain Existing Condition Documentation**

The Consultant will obtain for the Authority, to the extent available, existing condition drawings for the airside layout, electrical distribution drawings, PBB foundation drawings, and geotechnical investigation reports.

### **1.3 Existing Condition Review**

The Consultant will review all existing condition documentation data obtained from the Authority and during the site survey to better define the required scope of work during the design of the project.

#### **Unofficial Deliverables**

- Detailed project schedule, project management plan, quality control plan and other miscellaneous project initiation documents.
- Any findings or preliminary calculations created as a result of the existing condition review.
- All findings, studies, and preliminary calculations shall be presented to the Authority in PowerPoint presentation using the Authority's PowerPoint template at the kickoff meeting

#### **Project Design Meetings**

- The Consultant will schedule and lead bi-weekly teleconference meetings with the Authority to provide an update on the project status. These meetings are to be held throughout the course of the entire design phase of the project. Time for these bi-weekly meetings has been captured in the associated design phase. The Consultant will prepare and distribute a meeting agenda to all participants a minimum of 24 hours prior to the bi-weekly design meetings and will prepare and distribute meeting notes to all participants after each meeting. The project manager and local staff as defined in our proposal will attend these meetings in person and other key staff members will attend virtually.

### **Task 2 – Site Survey and Initial Analysis**

This phase involves those activities required for collecting field data, survey, preliminary analysis, calculations, assessments, and other necessary work in order to complete preliminary design. Site survey and Initial Analysis tasks include:

#### **2.1 Site Survey/ Field Verification**

The Consultant will conduct a survey utilizing robotic total station survey equipment to compile an as-built of all ramp striping, surface utility connections, obtain topographic surface data, and the concrete grid in vicinity of construction with limits from building face to object free area (OFA). Building elevation and sill components will also be properly located. Hyatt Survey will perform this work as shown in Attachment 1. The team will also survey the existing facility to obtain accurate existing conditions, and will field verify required electrical, mechanical, structural and hydrant fueling elements of the project. Mead & Hunt, Aero Systems Engineering and TLC have included site visits and investigations, including general information gathering, supervision of condition assessments and surveys, testing, and investigation services.

#### **2.2 Coordination with HCAA Maintenance Staff to verify Existing Features**

The Consultant will coordinate with the Authority's maintenance staff as necessary to gain access to and to verify certain components of the project that require field verification. In the verification

of existing features, the Consultant will also present other potential new features to be included in the new PBBs such as glass bridges and Auto Visual Docking Guidance Systems (AVDGS).

### **2.3 Obtain 12 Month Trailing Utility Demand Records**

The Consultant will, with Authority assistance, obtain and review the previous 12 months utility demand records from the local utility company. The Consultant will review the data as necessary and verify the existing electrical systems including switch gear to confirm adequate utility infrastructure exists. Confirmation of adequate utility capacity will be sent to the Authority.

### **2.4 Perform PBB Foundation Assessments**

The Consultant will review current code requirements and perform calculations to evaluate and determine if existing PBB foundations will be adequate to support the planned PBB configurations. Final results will be dependent on existing condition findings, code requirements, and new equipment loading per future conditions.

### **2.5 Develop Equipment Reutilization Plans**

The Consultant, based on current condition analyses in conjunction with the site survey, will develop a plan to reutilize any of the Authority's current equipment to be reused on the new PBBs; The current project management plan includes the replacement of all PBB AHU, GPU, and PCA equipment.

### **2.6 Code Reviews**

The Consultant will review and ensure familiarity with applicable building codes and standards.

### **2.7 Update Airfield Existing Condition Drawings**

The Consultant will update record drawings to reflect existing conditions, based on site survey and equipment inspections, for the areas in and around the Concourse gates as well as areas adjacent thereto.

### **2.8 Compile Data Into Overall Existing Plans**

The Consultant will compile all obtained data into overall existing conditions plans for use in the development of the construction drawings.

### **2.9 Equipment Calculations**

The Consultant will calculate the various equipment sizes according to end use, including replacement AHU, PCA and GPU's, and associated electrical distribution and central chiller plant equipment. The use of glass PBBs will be considered in these calculations.

### **2.10 Complete FAA Categorical Exclusion (CATEX)**

The Consultant will prepare and submit an FAA CATEX and submit to the FAA for approval in conjunction with HCAA.

## 2.11 Compile Preliminary Project Schedule

The Consultant will create and submit a preliminary estimated project construction schedule. This baseline schedule will be updated as design progresses through subsequent milestone to ensure design, procurement and installation milestones are tracking.

## 2.12 Engineer's Report

The Consultant will maintain an overall design document and shall keep the design document updated with applicable design standards, calculations, spreadsheets, load sheets, design documents, and other pertinent information.

### **Deliverables / Preliminary Documents**

At the conclusion of the site survey, the following initial documents will be created and used to continue into 30% design phase. These site survey findings can be shared with the Authority at the conclusion of the site survey to get a better understanding of the direction the 30% design will progress towards. A separate project milestone or review period by the Authority will not be required for this phase.

- Electrical analyses and calculations, including confirmation of the existing electrical distribution system:
  - Distribution system
  - Demand load
  - Fault current
  - Voltage drop
- PBB/PCA/400Hz/RTU Telecom and BAS Analysis
- PBB foundation analyses and calculations
- Equipment reutilization plans
- Equipment calculations
- Preliminary Phasing plans
- Preliminary as-built airside striping and equipment drawing
- Preliminary construction schedule.
- Design document.

A summation of the above will be transmitted to the Authority in PowerPoint utilizing the Authority's template.

#### **Notes:**

1 We have assumed that adequate power is available from existing 480V distribution sources, or nearby 480V panels to which new feeders can be connected. The Authority has not included comprehensive, full distribution system fault current calculations, or investigations substantially outside the electrical distribution system impacted by altered PBB, PCA, and 400Hz loads, including arc flash analyses.

2 Any deliverables will be presented in electronic formats, including copies of CADD files as requested by the Authority, and as required in PowerPoint presentation, and presented to the Authority's design team and executive team.

- 3 All Survey/Airfield CAD drawings shall be geolocated and coordinated with the Authority's CAD standards. Files will include any required drawing support files; fonts, pen plot settings, etcetera.
- 4 Based on initial discussions with the Authority, Task 2 will include analysis of AVDGS and the use of glass boarding bridges. Other potential bridge features will be presented in this task. Evaluation of the existing TPA main plant will be included as part of this evaluation. Any required upgrades to the plant will be an additional service.
- 5 No scope for head-end CCTV or security system infrastructure, apron lighting, GSE, RIDS, FIDS, or environmental studies will be included in this scope of work.
- 6 The amount of work required for fuel put relocations and new loading bridge foundations is unknown at this time and will not be decided until the completion of the 30% design phase. Design services related to these tasks have been included in the 30% design phase and broken into separate line item allowances for 60%, 90%, and 100% design.
- 7 The HCAA Owner Direct Purchase (ODP) program will be considered for Passenger Boarding Bridges and other bridge equipment in the preliminary design phase and evaluated for use as design progresses.

### **Task 3 – 30% Design Phase**

This phase involves those activities required for developing the 30% deliverable including drawings, estimates, schedules, and all associated work so that a 30% design package can be submitted at the conclusion of the phase. 30% design phase tasks include:

#### **3.1 Create New Airside Layout Drawings**

The consultant will create the Proposed Aircraft Parking Plans. This scope item will require that the Authority assist the Consultant in the development of an airline preferential gate, and aircraft mix by gate schedule.

#### **3.2 AHJ Discussions**

The Consultant will lead any required discussions with the local authorities having jurisdiction as necessary to ensure the project meets all anticipated requirements.

#### **3.3 Generate New PBB Foundation Loading Reports**

The Consultant will generate new PBB foundation loading reports and location drawings for use in the design and will re-verify the adequacy of existing foundations. New or relocated hurricane tie down points will also be included in loading reports.

#### **3.4 “In Progress” New Airside Submission and Modifications**

The Consultant will submit the new airside layout of drawings to the Authority for review. The Consultant will incorporate any revisions required by the Authority or tenant airlines.

### **3.5 Create General Information Sheets (Cover Page, Site Access, Etc.)**

The Consultant, based on input from the Authority, we will create the necessary general information sheets required for the project, including, to the extent applicable, cover sheet, drawing index, general notes, site access & barricade plans.

### **3.6 Proposed New Structural, Electrical, Mechanical, Telecom, and BAS Modification Requirements**

The Consultant will create construction plans for modifying structural, electrical, mechanical, telecom and BAS systems as required for the new PBB, PCA, and 400Hz equipment.

### **3.7 Electrical, Telecom, and BAS Drawings and One Lines**

The Consultant will create the necessary electrical, Telecom and BAS drawings and one-line diagrams required for the demolition and installation of the electrical, Telecom and BAS interfaces with the replacement PBB, PCA and 400Hz equipment. We have assumed that adequate power is available from existing 480V distribution sources, or nearby 480V sources to which new feeders can be connected.

### **3.8 PBB Demolition Drawings**

The Consultant will create the necessary PBB demolition drawings which will show the required work to remove the existing PBB's and necessary central PCA and 400Hz equipment. The Consultant will evaluate the potential resale of existing PBB's or other project related airside equipment and will develop a disposition plan for this equipment which may include requirements of the Authority for equipment scrapping procedures.

### **3.9 PBB Install Drawings**

The Consultant will create the necessary PBB installation drawings which will show the required work to install the new PBB's and walkways. Preliminary phasing sequencing, staging and construction work areas for each gate will also be provided.

### **3.10 PCA/400Hz Installation Drawings**

The Consultant will create the necessary PCA & 400 Hz installation drawings which will show the required work to install point-of-use (POU) PCA and 400Hz equipment on gates. Existing PBB cooling AHU equipment will be reutilized to the extent it has adequate capacity and is in good condition, and with the Authority's pre-approval.

### **3.11 Geotechnical Testing for New Foundation Design**

The Consultant will perform geotechnical boring for new passenger boarding bridge design. Based upon the results of the preliminary loading bridge analysis and preliminary parking plans, if the need for new PBB foundations will be required, soil borings will be completed in the location of these new foundation locations. Three (3) testing locations have been accounted for in the geotechnical testing program. ***This testing may extend into the 60% phase if new loading bridge foundation locations have not been finalized.***

### **3.12 Preliminary Equipment and Technical Specifications**

The Consultant will create the preliminary equipment and technical specifications.

### **3.13 Preliminary Statements of Probable Construction Cost**

The Consultant will provide estimating services including 30% document budget and estimating case studies and evaluations as needed to facilitate advancement and on budget delivery of the project. This will include a cost estimate completed by the Consultant's cost estimator. Additionally, the Authority will perform an independent cost estimate (ICE) at the conclusion of the 30% design phase. The Consultant will participate in a reconciliation meeting upon completion of the ICE to compare and discuss any differences between the estimates and have an agreed upon estimate of construction costs moving into the 60% design phase.

### **3.14 Update Preliminary Project Schedule and Phasing Plan**

The Consultant will update and submit the previously created preliminary estimated project construction schedule and generate preliminary logistics and phasing plan. This will include a preliminary construction schedule completed by the Consultant's scheduler.

### **3.15 Update Engineer's Design Report**

The Consultant will update the design document throughout the 30% Design Phase

### **3.16 Attend Review Meetings**

The Consultant included associated sub-consultant team members, will attend a 30% design page-turn meeting (non-local staff to attend virtually). The team will prepare a PowerPoint presentation for review and approval by Authority staff prior to review meeting. The consultant will prepare and distribute meeting minutes within seven days of the review meeting.

### **3.17 Project QA/QC 30%**

The Consultant will perform internal QA/QC process on all Construction Documents and will also comply with applicable Authority QA/QC procedures. A copy of the Consultants QA/QC program will be provided to the Authority, to include review checklists and "yellow-line" drawings. The Consultant will generate a constructability review and report of the 30% documents and review with the design sub-consultants. The Authority will receive the constructability report review comments.

### **3.18 30% Submission**

The Consultant will assemble and submit a 30% set of Construction Documents for the project.

#### **Deliverables**

- 30% level drawings.
- Preliminary/Outline technical specifications.
- 30% engineer's estimate of probable construction cost.
- Foundation loading reports.
- Geotechnical testing report for new foundations (If required)

- Preliminary Engineer's Report, including QA/QC documentation.
- Preliminary construction schedule.
- Preliminary phasing plan.

Note: All drawings will be submitted to the Authority in an agreed upon format such as 11x17 digital files.

<b>30% Deliverables and Responsibilities by Team Member</b>	
<b>Mead &amp; Hunt</b>	<ul style="list-style-type: none"> <li>• Prime contract and project management</li> <li>• Sub Consultant oversight</li> <li>• QA/QC &amp; Constructability Review</li> <li>• Authority Interface</li> <li>• Meeting Agenda and Meeting Notes</li> <li>• 30% Level General Information Sheets</li> <li>• 30% Level Engineering Report</li> <li>• 30% Level Technical Specification Development</li> <li>• 30% QC Review Checklist</li> <li>• PBB Foundation Assessment Results</li> <li>• PBB Foundation Loading Reports</li> <li>• PBB Foundation Assessment/Loading Report QC Review Checklist</li> </ul>
<b>AERO Systems Engineering</b>	<ul style="list-style-type: none"> <li>• 30% Level General PBB Layout Sheets</li> <li>• 30% Level Electrical One Lines</li> <li>• 30% Level Aircraft Parking Layouts</li> <li>• 30% Level PBB Demo/Install Drawings</li> <li>• 30% Level PCA &amp; 400Hz SSFC Equipment Details &amp; Schedule</li> <li>• 30% Level PWC Configuration/Verification Drawings</li> <li>• 30% Level Civil Design Details</li> <li>• 30% Level Hydrant Fueling Details</li> <li>• 30% Level Preliminary PBB Technical Spec</li> <li>• 30% Level Engineering Report Support</li> <li>• 30% QC Review Checklist</li> </ul>
<b>TLC Engineering Solutions</b>	<ul style="list-style-type: none"> <li>• 30% Level Central PCA Interface Details</li> <li>• 30% Level PBB Interior Cooling Details</li> <li>• 30% Level Telecom &amp; BAS Modification Drawings and One Lines</li> <li>• 30% Level Existing Overall Plans</li> <li>• 30% Level Existing/Demo &amp; Renovation Area Plans</li> <li>• 30% Level Existing/Demo &amp; Renovation One-Line Diagrams</li> <li>• 30% QC Review Checklist</li> </ul>
<b>Connico</b>	<ul style="list-style-type: none"> <li>• 30% Level Probable Construction Costs</li> <li>• 30% Level Project Schedule</li> </ul>

<b>Hyatt Survey Services</b>	<ul style="list-style-type: none"> <li>• Complete survey of project limits</li> <li>• Survey delivered in Autocad format and incorporated into project plans.</li> </ul>
<b>TSF Geotechnical Services</b>	<ul style="list-style-type: none"> <li>• Geotechnical engineering and materials testing associated with PBB foundation recommendations (if required)</li> <li>• Geotech Report QC Review Checklist (if required)</li> </ul>

**Task 4 – 60% Design Phase**

The services to be performed during this Phase consist generally of services required to furnish HCAA with a set of 60% Design Development Plans, Specifications, and Engineer’s Report. 60% design phase tasks include (items noted with an \* have been broken out and included as an allowance):

**4.1 Review Comments Incorporation**

The Consultant will incorporate any agreed upon modifications based on the Authority’s review of the 30% documents.

**4.2 Continue Progress on Construction Drawings**

The Consultant will continue progress on all previously submitted 30% construction drawings to the 60% level.

**4.3 Continue Progress on Specifications**

The Consultant will continue progress on all previously submitted 30% construction specifications to the 60% level and will commence incorporation of FAA front end specifications, FDOT standards, and Authority bid documents, to the extent applicable

**4.4 Obtain and Review Airline Striping Standards**

The Consultant will, with assistance from the Authority, obtain to the extent possible, any relevant tenant airline ramp striping safety standards for incorporation into the design.

**4.5 Generate Striping Removal and Install Drawings**

Based on the previously submitted in-progress review of the new airside parking plans, combined with applicable safety standards from the airlines, the Consultant will create striping removal and installation drawings to achieve the approved aircraft parking plan.

**4.6 PBB/PCA/400Hz Details**

The Consultant will create the necessary PBB, PCA, & 400 Hz details for required work to install replacement central PCA AHU and 400Hz equipment on gates. Details will also be provided for reinstalled PBB AHUs.

#### **4.7 Hydrant Fueling Plans and Details\***

The Consultant will create the necessary 60% hydrant fueling demolition, new fuel pit tie in, and leak detection details based on the new airside layout

#### **4.8 Structural, Architectural, and Civil Details\***

The Consultant will create the necessary structural, architectural, and civil details for required work to install replacement of new PBB foundations, architectural details for new building connections, and civil details for concrete slab replacements and miscellaneous civil or utility improvements.

#### **4.9 Update Statements of Probable Construction Costs**

The Consultant will provide estimating services including 60% document budget and estimating case studies and evaluations as needed to facilitate advancement and on budget delivery of the project. This will include a cost estimate completed by the Consultant's cost estimator. Additionally, the Authority will perform an independent cost estimate (ICE) at the conclusion of the 60% design phase. The Consultant will participate in a reconciliation meeting upon completion of the ICE to compare and discuss any differences between the estimates and have an agreed upon estimate of construction costs moving into the 90% design phase.

#### **4.10 Update Project Schedule**

The Consultant will update and submit the previously created preliminary estimated project construction schedule, logistics and phasing plans. This will include an update to the construction schedule completed by the Consultant's scheduler based upon the project scope and phasing plans.

#### **4.11 Update Engineer's Report**

The Consultant will update the design document throughout the 60% CD Phase

#### **4.12 Attend Review Meetings**

The Consultant, including associated sub-consultant team members, will attend an on-site 60% design page-turn meeting. The team will prepare a PowerPoint presentation for review and approval by Authority staff prior to review meeting. The consultant will prepare and distribute meeting minutes within seven days of the review meeting.

#### **4.13 Project QA/QC**

The Consultant will perform an internal QA/QC process on all Construction Documents and will also comply with applicable Authority QA/QC procedures. A copy of the Consultant's QA/QC program will be provided to the Authority, to include review checklists and "yellow-line" drawings. The Consultant will generate a constructability review and report of the 60% documents and review with the design sub-consultants. The Authority will receive the constructability report review comments.

**4.14 60% Submission**

The Consultant will assemble and submit a 60% set of Construction Documents for the project.

**Deliverables**

- Updated 60% level drawings.
- Updated technical specifications.
- 60% engineer's estimate of probable construction cost.
- Updated Engineer's Report, including QA/QC documentation.
- Updated construction schedule.
- Updated phasing plans.

<b>60% Deliverables and Responsibilities by Team Member</b>	
<b>Mead &amp; Hunt</b>	<ul style="list-style-type: none"> <li>• Prime contract and project management</li> <li>• Sub Consultant oversight</li> <li>• QA/QC &amp; Constructability Review</li> <li>• Authority Interface</li> <li>• Meeting Agenda and Meeting Notes</li> <li>• Project Phasing</li> <li>• 60% Level General Information Sheets</li> <li>• 60% Level Civil Design Details</li> <li>• 60% Level General PBB Layout Sheets</li> <li>• 60% Level Aircraft Parking Layouts</li> <li>• 60% Level Building Interface &amp; Flashing Requirements Details (if required)</li> <li>• 60% Level Structural Plans Details (if required)</li> <li>• 60% Level Engineering Report</li> <li>• 60% Level Technical Specification Development</li> <li>• 60% QC Review Checklist</li> </ul>
<b>AERO Systems Engineering</b>	<ul style="list-style-type: none"> <li>• 60% Level General PBB Layout Sheets</li> <li>• 60% Level Electrical One Lines</li> <li>• 60% Level Aircraft Parking Layouts</li> <li>• 60% Level PBB Demo/Install Drawings</li> <li>• 60% Level PBB Detail Drawings</li> <li>• 60% Level PCA &amp; 400Hz SSFC Equipment Details &amp; Schedule</li> <li>• 60% Level PCA &amp; 400Hz SSFC Installation and Accessory Detail Drawings</li> <li>• 60% Level PWC Configuration/Verification Drawings</li> <li>• 60% Level Hydrant Fueling Details (if required)</li> <li>• 60% Level PBB, PCA, 400Hz SSFC, Cable Hoist, 400Hz Cable, Civil, &amp; Fueling Technical Specs</li> <li>• 60% Level Engineering Report</li> <li>• 60% Level Probable Construction Costs</li> <li>• 60% Level Project Schedule</li> <li>• 60% QC Review Checklist</li> </ul>

<b>TLC Engineering Solutions</b>	<ul style="list-style-type: none"> <li>• 60% Level Central PCA Interface Details</li> <li>• 60% Level PBB Interior Cooling Details</li> <li>• 60% Level Telecom &amp; BAS Modification Drawings and One Lines</li> <li>• 60% Level Existing Overall Plans</li> <li>• 60% Level Existing/Demo &amp; Renovation Area Plans</li> <li>• 60% Level Existing/Demo &amp; Renovation One-Line Diagrams</li> <li>• 60% QC Review Checklist</li> </ul>
<b>Connico</b>	<ul style="list-style-type: none"> <li>• 60% Level Probable Construction Costs</li> <li>• 60% Level Project Schedule</li> </ul>
<b>TSF Geotechnical Services</b>	<ul style="list-style-type: none"> <li>• Geotechnical engineering and testing support for new or modified PBB Foundations and apron civil (if required)</li> </ul>

**Task 5 – 90% Design Phase**

This phase involves those activities required for developing the 90% deliverable including drawings, estimates, schedules, and all associated work so that a 90% design package can be submitted at the conclusion of the phase. 90% design phase tasks include:

**5.1 Review Comments Incorporation**

The Consultant will incorporate any agreed upon modifications based on the Authority's review of the 60% construction documents.

**5.2 Structural, Architectural, and Civil Design/Details\***

The Consultant will further develop the necessary structural, architectural, and civil details for required work to install replacement of new PBB foundations, architectural details for new building connections, and civil details for concrete slab replacements and miscellaneous civil or utility improvements (if required)

**5.3 Continue Progress on Construction Drawings**

The Consultant will continue progress on all previously submitted 60% construction drawings to the 90% level.

**5.4 Continue Progress on Specifications**

The Consultant will continue progress on all previously submitted 60% construction specifications to the 90% level and will finalize incorporation of FAA front end specifications, and FDOT standards, to the extent applicable.

### **5.5 Update Statements of Probable Construction Costs**

The Consultant will provide estimating services including 90% document budget and estimating case studies and evaluations as needed to facilitate advancement and on budget delivery of the project. This will include a cost estimate completed by the Consultant's cost estimator. Additionally, the Authority will perform an independent cost estimate (ICE) at the conclusion of the 90% design phase. The Consultant will participate in a reconciliation meeting upon completion of the ICE to compare and discuss any differences between the estimates and have an agreed upon estimate of construction costs moving into the 100% design phase.

### **5.6 Update Project Schedule and Plan**

The Consultant will update and submit the previously created preliminary estimated project construction schedule, logistics and phasing plans. This will include an update to the construction schedule based upon scope of work and phasing plans completed by the Consultant's scheduler.

### **5.7 Update Engineer's Report**

The Consultant will update the design document throughout the 90% CD Phase

### **5.8 Construction Safety and Phasing Plan**

The Consultant will prepare a project specific Construction Safety and Phasing Plan (CSPP) and submit to the Authority for review.

### **5.9 Attend Review Meetings**

The Consultant, including associated sub-consultant team members, will attend an on-site 90% design page-turn meeting. The team will prepare a PowerPoint presentation for review and approval by Authority staff prior to review meeting. The consultant will prepare and distribute meeting minutes within seven days of the review meeting.

### **5.10 Project QA/QC**

The Consultant will perform an internal QA/QC process on all Construction Documents and will also comply with applicable Authority QA/QC procedures. A copy of the Consultant's QA/QC program will be provided to the Authority, to include review checklists and "yellow-line" drawings. The Consultant will generate a constructability review and report of the 90% documents and review with the design sub-consultants. The Authority will receive the constructability report review comments.

### **5.11 Permitting**

The Consultant will coordinate and submit the permit documents.

### **5.12 90% Submission**

The Consultant will assemble and submit a 90% set of Construction Documents for the project.

**Deliverables**

- Updated 90% level drawings.
- Updated technical specifications.
- 90% engineer's estimate of probable construction cost.
- Updated Engineer's Report, including QA/QC documentation.
- Updated construction schedule.
- Updated phasing plans.
- CSPP

<b>90% Deliverables and Responsibilities by Team Member</b>	
<b>Mead &amp; Hunt</b>	<ul style="list-style-type: none"> <li>• Prime contract and project management</li> <li>• Sub Consultant oversight</li> <li>• QA/QC &amp; Constructability Review</li> <li>• Authority Interface</li> <li>• Meeting Agenda and Meeting Notes</li> <li>• Project Phasing</li> <li>• 90% Level General Information Sheets</li> <li>• 90% Level Civil Design Details</li> <li>• 90% Level General PBB Layout Sheets</li> <li>• 90% Level Aircraft Parking Layouts</li> <li>• 90% Level Building Interface &amp; Flashing Requirements Details (if required)</li> <li>• 90% Level Structural Details (if required)</li> <li>• 90% Level Engineering Report</li> <li>• 90% Level Technical Specification Development</li> <li>• CSPP</li> <li>• 90% QC Review Checklist</li> </ul>
<b>AERO Systems Engineering</b>	<ul style="list-style-type: none"> <li>• 90% Level General PBB Layout Sheets</li> <li>• 90% Level Electrical One Lines</li> <li>• 90% Level Aircraft Parking Layouts</li> <li>• 90% Level PBB Demo/Install Drawings</li> <li>• 90% Level PBB Detail Drawings</li> <li>• 90% Level PCA &amp; 400Hz SSFC Equipment Details &amp; Schedule</li> <li>• 90% Level PCA &amp; 400Hz SSFC Installation and Accessory Detail Drawings</li> <li>• 90% Level PWC Configuration/Verification Drawings</li> <li>• 90% Level Hydrant Fueling Details*</li> <li>• 90% Level PBB, PCA, 400Hz SSFC, Cable Hoist, 400Hz Cable, Civil, &amp; Fueling Technical Specs</li> <li>• 90% Level Engineering Report</li> <li>• 90% Level Probable Construction Costs</li> <li>• 90% Level Project Schedule</li> <li>• 90% QC Review Checklist</li> </ul>

<b>TLC Engineering Solutions</b>	<ul style="list-style-type: none"> <li>• 90% Level Central PCA Interface Details</li> <li>• 90% Level PBB Interior Cooling Details</li> <li>• 90% Level Telecom &amp; BAS Modification Drawings and One Lines</li> <li>• 90% Level Existing Overall Plans</li> <li>• 90% Level Existing/Demo &amp; Renovation Area Plans</li> <li>• 90% Level Existing/Demo &amp; Renovation One-Line Diagrams</li> <li>• 90% QC Review Checklist</li> </ul>
<b>Connico</b>	<ul style="list-style-type: none"> <li>• 90% Level Probable Construction Costs</li> <li>• 90% Level Project Schedule</li> </ul>

**Task 6 – 100% Design Phase**

This phase involves those activities required for developing the 100% deliverable including drawings, estimates, schedules, and all associated work so that a 100% design package can be submitted and ready for bidding at the conclusion of the phase. 100% design phase tasks include:

**6.1 Review Comments Incorporation**

The Consultant will incorporate any agreed upon modifications based on the Authority's review of the 90% construction documents. Consultant will also incorporate and address any permit comments by the AHJ.

**6.2 Structural, Architectural, and Civil Design/Details\***

The Consultant will finalize the necessary structural, architectural, and civil details for required work to install replacement of new PBB foundations, architectural details for new building connections, and civil details for concrete slab replacements and miscellaneous civil or utility improvements (if required)

**6.3 Final Construction Drawings**

The Consultant will continue progress on all previously submitted 90% construction drawings to the 100% level.

**6.4 Final Specifications Book**

The Consultant will continue progress on all previously submitted 90% construction specifications to the 100% level and will finalize incorporation of FAA front end specifications, FDOT standards, and Authority bid documents and Division 0 and Division 1 specifications, to the extent applicable.

**6.5 Final Project Schedule**

The Consultant will update and submit the previously created preliminary estimated project construction schedule, logistics and phasing plans. This will include an update to the construction schedule based upon scope of work and phasing plans completed by the Consultant's scheduler.

#### **6.6 Final Construction Estimate**

The Consultant will provide a final cost estimate documenting the final construction budget to facilitate on budget delivery of the project. This will include an update to any changes since the 90% cost estimate. A full cost estimate report completed by the Consultant's cost estimating subconsultant is not included.

#### **6.7 Update Engineer's Report**

The Consultant will update the design document throughout the 100% Phase

#### **6.8 Construction Safety and Phasing Plan**

The Consultant will update the CSPP based upon any comments from the 90% Phase and stakeholder feedback. This will also include coordinating the 7460 submittal requirements with HCAA operations for temporary cranes needed during construction for approval by the FAA.

#### **6.9 Attend Review Meetings**

The Consultant, including associated sub-consultant team members, will attend an on-site 100% design page-turn meeting. The team will prepare a PowerPoint presentation for review and approval by Authority staff prior to review meeting. The consultant will prepare and distribute meeting minutes within seven days of the review meeting.

#### **6.10 Project QA/QC**

The Consultant will perform an internal QA/QC process on all Construction Documents and will also comply with applicable Authority QA/QC procedures. A copy of the Consultant's QA/QC program will be provided to the Authority, to include review checklists and "yellow-line" drawings. The Consultant will generate a constructability review and report of the 100% documents and review with the design sub-consultants. The Authority will receive the constructability report review comments.

#### **6.11 100% Submission**

The Consultant will assemble and submit 100% Construction Documents for the project.

##### **Deliverables**

- 100% set of construction documents ready to bid
- Final technical specifications.
- Final engineer's estimate of probable construction cost.
- Final Engineer's Report, including QA/QC documentation.
- Final construction schedule.
- Final phasing plans.
- Final CSPP

**100% / Final Deliverables and Responsibilities by Team Member**

<p><b>Mead &amp; Hunt</b></p>	<ul style="list-style-type: none"> <li>• Prime contract and project management</li> <li>• Sub Consultant oversight</li> <li>• QA/QC &amp; Constructability Review</li> <li>• Authority Interface</li> <li>• Meeting Agenda and Meeting Notes</li> <li>• Project Phasing</li> <li>• 100% / Final Level General Information Sheets</li> <li>• 100% / Final Level Civil Design Details</li> <li>• 100% / Final Level General PBB Layout Sheets</li> <li>• 100% / Final Level Aircraft Parking Layouts</li> <li>• 100% / Final Level Building Interface &amp; Flashing Requirements Details (if required)</li> <li>• 100% / Final Level Structural Details (if required)</li> <li>• 100% / Final Level Engineering Report</li> <li>• 100% / Final Level Technical Specification Development</li> <li>• 100% / Final QC Review Checklist</li> <li>• Final CSPP</li> </ul>
<p><b>AERO Systems Engineering</b></p>	<ul style="list-style-type: none"> <li>• 100% / Final Level General PBB Layout Sheets</li> <li>• 100% / Final Level Electrical One Lines</li> <li>• 100% / Final Level Aircraft Parking Layouts</li> <li>• 100% / Final Level PBB Demo/Install Drawings</li> <li>• 100% / Final Level PBB Detail Drawings</li> <li>• 100% / Final Level PCA &amp; 400Hz SSFC Equipment Details &amp; Schedule</li> <li>• 100% / Final Level PCA &amp; 400Hz SSFC Installation and Accessory Detail Drawings</li> <li>• 100% / Final Level PWC Configuration/Verification Drawings</li> <li>• 100% / Final Level Hydrant Fueling Details</li> <li>• 100% / Final Level PBB, PCA, 400Hz SSFC, Cable Hoist, 400Hz Cable, Civil, &amp; Fueling Technical Specs</li> <li>• 100% / Final Level Engineering Report</li> <li>• 100% / Final Level Probable Construction Costs</li> <li>• 100% / Final Level Project Schedule</li> <li>• 100% / Final QC Review Checklist</li> </ul>

<b>TLC Engineering Solutions</b>	<ul style="list-style-type: none"> <li>• 100% / Final Level Central PCA Interface Details</li> <li>• 100% / Final Level PBB Interior Cooling Details</li> <li>• 100% / Final Level Telecom &amp; BAS Modification Drawings and One Lines</li> <li>• 100% / Final Level Existing Overall Plans</li> <li>• 100% / Final Level Existing/Demo &amp; Renovation Area Plans</li> <li>• 100% / Final Level Existing/Demo &amp; Renovation One-Line Diagrams</li> <li>• 100% / Final QC Review Checklist</li> </ul>
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**Task 7 – Bid Phase**

This phase involves those activities required for supporting the Authority in bidding and award of the project. Bid phase tasks include:

**7.1 Prepare Issued for Bid Documents**

The Consultant shall prepare documents for bid in conjunction with HCAA including incorporation of any final 100% review comments, front end document coordination, and production of Bid Documents. These documents shall be loaded on the HCAA procurement site for public bid.

**7.2 Respond to Contractor Questions**

The Consultant will receive and respond to questions from potential bidders regarding the Contract documents

**7.3 Prepare for and Attend Pre-bid Meeting**

The Consultant will prepare presentation slides regarding the scope of the project and construction phasing and will present the information and will present the information and answer questions as appropriate. Attendance at the meeting will include the Project Manager and project team representatives.

**7.4 Prepare Addenda**

The Consultant will prepare addend to the bid documents after advertisement and prior to bids are submitted as required upon HCAA’s approval.

**7.5 Review Bids**

The Consultant will review Contractor bids upon receipt. The bid review shall include items such as a check of the contractor’s bid extensions and review contractor’s list of personnel, list of equipment, and financial statement.

**7.6 Prepare Bid Tabulation and Recommendation of Award**

The Consultant will prepare a bid tabulation and recommendation/rejection of award to HCAA.

### **7.7 Prepared Conformed Contract Documents**

Upon award of the Contract, the Consultant will prepare conformed copies of contract documents (plans and specs only) including incorporating addenda. HCAA will coordinate contractor's execution of the contract; review contractor's bonds, insurance certificates, and DBE plan and coordinate execution of the contract.

### **7.8 Prepare IFC Plans and Contract Documents**

The Consultant will prepare Issued for Construction (IFC) plans and Contract Documents incorporating all addenda.

#### **Deliverables**

- Issued for Bid Plans and Specifications
- Response to questions from potential bidders
- Presentation slides for prebid meeting
- Addenda
- Bid Tabulation
- Recommendation of Award Letter
- Issued for Construction Plans and Contract Documents

## **Task 8 – Construction Administration Phase**

This phase involves those activities required for supporting the Authority in administration of the construction phase of the project. Construction Administration phase tasks include:

### **8.1 Attend Pre-Construction Meeting**

The Consultant will prepare and conduct all pre-construction meetings on site and will prepare meeting agendas, meeting notes, and action tracking lists.

### **8.2 Attend Construction Progress Meetings**

The Consultant will attend weekly construction progress meetings throughout the duration of construction. The Project Manager will attend in person and key personnel will attend virtually as needed.

### **8.3 Shop Drawing Submittals**

The Consultant will review and approve or comment on shop drawings from vendors / manufacturers.

### **8.4 Submittal Revisions**

The Consultant will review and approve revised shop drawings as required during the equipment fabrication process.

#### **8.5 PBB Factory Acceptance Test Inspections**

The Consultant will attend one (1) Factory Inspection Test for the Passenger Boarding Bridge to ensure the manufacturer has completed the construction of the equipment in accordance with all design drawing and technical specifications.

#### **8.6 PCA AHU Factory Acceptance Test Inspections**

The Consultant will attend one (1) Factory Inspection Test for the PCA equipment to ensure the manufacturer has completed the construction of the equipment in accordance with all design drawing and technical specifications.

#### **8.7 400Hz Factory Acceptance Test Inspections**

The Consultant will attend one (1) Factory Inspection Test for the 400Hz SSFC units to ensure the manufacturer has completed the construction of the equipment in accordance with all design drawing and technical specifications.

#### **8.8 PBB, PCA, 400Hz, Hydrant Fueling Inspections and Authority Coordination Meetings**

The Consultant will attend fifteen (15) on-site inspections and Authority Coordination Meetings for the PBBs, PCA, 400Hz and hydrant fueling equipment to complete punch list inspections, substantial completion inspections, to respond to any RFI's, and to observe the construction progress and general character and quality of work during the construction process. The Consultant will maintain and track PBB related punch list items to ensure they are completed to the satisfaction of the Agreement and Engineer of Record.

#### **8.9 RFI Responses**

The Consultant will respond to any RFI's from the contractors during the construction process.

#### **8.10 Review of Contractor SOV and Pay Applications**

The Consultant will review monthly and final contractor pay application requests for general conformance with the contract documents and general concurrence of construction progress.

#### **8.11 Review of Change Order Requests**

The Consultant will review and provide recommendation to approve or disapprove of contractor change orders.

#### **8.12 Materials Testing**

The Consultant will complete any materials testing for new PBB foundations, new concrete slabs, base course materials, or other materials installed during pavement during construction. Services shall include:

- Soils
  - Engineering technicians at the project site to monitor the placement and grading of existing soil, imported subgrade, and imported base material.

- Take representative samples of existing or imported soils/base and transport them to our laboratory for determination of moisture-density relationships, gradation, and other associated lab tests.
- Engineering technicians equipped with a nuclear gauge to perform in-place density tests.
- Concrete
  - Engineering technicians at the project site to collect samples of fresh concrete, perform slump tests, air content, and temperature tests, and cast sets of 4-cylinder specimens for compressive strength testing.
  - Conduct lab testing of cylinders at 7 and 28 days in accordance with ASTM C39.
- Drilled Shaft Inspections
  - Provide engineering technicians at the project site to monitor the drilled shaft construction, including casing installation, excavation, cleaning and concrete placement.
  - Record reinforcing steel placement, concrete volume, and slurry conditions in accordance with specifications.

### **8.13 Review of Quality Assurance Documentation**

The Consultant will review Quality Assurance documentation and testing results for conformance with the plans and specifications.

#### **Deliverables**

- Copies of approved shop drawings.
- Copies of all inspection reports and punch lists.
- Copies of any RFI responses.
- Materials testing reports.
- Copies of meeting notes, agendas and updated schedules.

## **Task 9 – Project Closeout Phase**

This phase involves those activities required for supporting the Authority in proper closeout of the project. Project Closeout phase tasks include:

### **9.1 Review and Approve O&M Manuals**

The Consultant will review and approve Operating and Maintenance manuals supplied by the vendors/manufacturers.

### **9.2 Assemble As-Built Drawings**

The Consultant will update and assemble as-built drawings

### **9.3 Assemble and Submit Final Engineer's and Closeout Report**

The Consultant will produce and submit the Final Engineer's Report to the Authority including all closeout documentation.

### **Deliverables**

- One (1) set of approved O&M Manuals.
- One (1) full size set (22"x34") and one (1) electronic copy (.pdf, .dwg) of final as-built drawings and CAD Files
- Final Engineer's report book.
- FDOT Construction Certification (if required)

### **Project Schedule**

A detailed project schedule will be discussed at the project kickoff meeting. A summary of major schedule task items will be as follows:

- |  |                   |
|--|-------------------|
| • Consultant Contract Approval           | September 4, 2025 |
| • Work Order Issued for Design           | October 1, 2025   |
| • Site Survey/ Initial Analysis Findings | November 14, 2025 |
| • 30% Submittal                          | December 11, 2025 |
| • 60% Submittal                          | January 15, 2026  |
| • 90% Submittal                          | February 26, 2026 |
| • 100% Submittal                         | March 27, 2026    |
| • Final Submittal                        | April 10, 2026    |
| • Advertise for Bid                      | April 17, 2026    |
| • Bid Opening                            | May 29, 2026      |
| • Construction Contract Award by Board   | August 6, 2026    |
| • Begin Bridge Procurement               | August 28, 2026   |
| • Notice to Proceed                      | June 7, 2027      |
| • Substantial Completion                 | September 1, 2028 |

### **Design Assumptions**

The conditions and considerations in developing the scope and fee for the project described above include:

1. All deliverables will be electronic; no hardcopies will be provided with the exception of final as-built if requested by the Authority.
2. As-built drawings and/or CAD files are available and will be provided prior to field visit.
3. Adjacent ongoing project(s) drawings and/or CAD files will be provided by HCAA.
4. HCAA will either provide access to the FAA AGIS website or upload information themselves as required for the project.

5. No Modifications of Standards will be required on this project. If any are determined to be necessary, the cost to provide the data and forms to process Modifications of Standards with FAA is not included in this Scope of Services and shall therefore be an Additional Service.
6. Access to the majority of the site for field investigations can be performed during day hours and will be coordinated by HCAA. While not anticipated, if areas adjacent to certain gates need to be investigated completed during night hours during scheduled airfield closures, HCAA will coordinate the necessary escort for the Consultant and subcontractors to access the restricted areas located within "movement" areas of the airport.
7. The scope of services assumes that FAA will perform Safety Risk Management (SRM) review based on the draft CSPP, and that a Safety Risk Management Panel (SRMP) and safety risk mitigation will not be necessary. If SRMP is determined by FAA to be necessary, the cost of these services is not included in this Scope of Services and shall therefore be an Additional Service.
8. Preparation of FAA applications and reimbursement requests will be performed by others.
9. Cost evaluations will be based on bid prices from recent projects at the airport, other similar airports, work requirements, schedule, and various other factors.
10. Preparation of one (1) bid package without any bid alternates for public bidding is included in the scope of services.
11. HCAA will advertise the Project and issue bid documents on the Authority procurement website.
12. Costs for Government agency fees for processing and permit applications have been estimated and included under reimbursable expenses. If permit fees exceed these amounts, they shall be considered an Additional Service.
13. Prevailing wage rules apply to field work.
14. The proposed project will not change the operational nature of the airport. Therefore, neither a noise analysis nor a traffic study will be required for this Project.
15. The proposed project would be considered "presumed to conform" and will not require an air quality analysis.
16. HCAA will invite stakeholders to the bi-weekly progress meetings as required by the agendas provided by the Consultant in advance of the meeting. No separate stakeholder coordination meetings will be required.
17. HCAA will submit the 7460 form to the FAA with information provided by the Consultant.
18. Travel expenses for site visits and meetings have been included for Aero Systems who has key and support personnel from outside the Tampa Bay area identified in our RFQ response. Travel costs include budgeting roundtrip airfare from ATL to TPA, meals, transportation, and lodging for 50% of the trips. All invoicing for these trips will be per the HCAA travel policy. Trips include the following:
  - a. Kickoff meeting and site visit- 2 days / 3 staff members
  - b. Return Site Visit during design – 1 day / 2 staff
  - c. Prebid Meeting- 1 day / 1 staff
  - d. Construction
    - i. Preconstruction Meeting- 1 day / 1 staff
    - ii. 13 Bridge Inspections at Substantial Completion – 1 day / 1 staff each trip
    - iii. 2 Miscellaneous Trips for Inspections – 1 day / 1 staff each trip

## **Design Exclusions**

The scope and fee for the project described above excludes the following items, which can be provided for an additional fee, if requested.

1. Boundary Survey
2. Right-of-way or other deed research
3. Testing for contaminants, PFAS, hazardous material testing, and remediation design.
4. Underground utility inspections using a video camera.
5. Permit fees other than those specifically identified in the reimbursable expenses.
6. Fire hydrant testing
7. Certification fees or administrative efforts necessary to pursue an award through any sustainable rating system such as Envision.
8. Updating FAA publications.
9. Fire water hydraulic design and analysis.
10. Phase I/II Environmental Site Assessment, Environmental Due Diligence Audit (EDDA), soil sampling, and/or hazardous materials assessments are not included in the scope of services.
11. Public meetings, hearings, or presentations.
12. Construction manager and Resident Project Representative (RPR) staffing.
13. Materials testing outside of what is specifically identified in the scope of work.

## **Schedule of Fees**

See spreadsheet breakdown (Attachment B) for full schedule of fees.

## EXHIBIT B FEE ESTIMATE

Project Fee Proposal - Mead and Hunt - Summary Sheet												
<b>Airside E Passenger Boarding Bridge (PBB) Replacement &amp; General Aviation Rehabilitaton</b>												
HCAA Project Numbers 7385 25 & 7460 26												
8/4/2025												
Basic Design Services		30%	60%	90%	100%	Bid	Total	Construction	Total	D/W/MBE %	% D/W/MBE	% Construction
Engineering & Preconstruction Services		Schematic	Design Dev.	Const. Docs	Final Docs	Phase		Administration		of Fee	Goal	Cost
Mead & Hunt		\$ 226,262.70	\$ 171,018.12	\$ 161,482.74	\$ 124,541.16	\$ 52,880.73	\$ 736,185.45	\$ 191,742.82	\$ 927,928.27			41,756,589
AERO Systems		\$ 210,564.24	\$ 148,481.80	\$ 133,590.26	\$ 67,984.18	\$ 31,461.52	\$ 592,081.99	\$ 225,362.59	\$ 817,444.59	17.96%	16.00%	6.30%
TLC Engineering		\$ 74,899.55	\$ 74,691.19	\$ 71,982.54	\$ 56,249.69	\$ 13,230.56	\$ 291,053.53	\$ 77,084.98	\$ 368,138.51			
Connico		\$ 46,744.50	\$ 55,508.09	\$ 49,603.32	\$ -	\$ -	\$ 151,855.90	\$ -	\$ 151,855.90			
Mohsen Design Group		\$ 30,599.64	\$ 45,190.32	\$ 40,309.44	\$ 25,125.06	\$ 3,900.00	\$ 145,124.46	\$ 19,372.92	\$ 164,497.38			
	Design Phase Sub Total	\$ 589,070.63	\$ 494,889.52	\$ 456,968.29	\$ 273,900.09	\$ 101,472.81	\$ 1,916,301.34	\$ 513,563.31	\$ 2,429,864.65			
<b>Reimbursable Expenses</b>												
City of Tampa Permit Fees		\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00			
Geotechnical Testing Labor- TSF Geo		\$ 38,867.71	\$ -	\$ -	\$ -	\$ -	\$ 38,867.71	\$ -	\$ 38,867.71			
Geotechnical Expenses- TSF Geo		\$ 31,495.04	\$ -	\$ -	\$ -	\$ -	\$ 31,495.04	\$ -	\$ 31,495.04			
Materials Testing Labor- TSF Geo		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,813.56	\$ 13,813.56			
Materials Testing Expenses- TSF Geo		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,199.98	\$ 1,199.98			
Topographical Surveying- Hyatt Survey		\$ 92,551.50	\$ -	\$ -	\$ -	\$ -	\$ 92,551.50	\$ -	\$ 92,551.50			
							\$ -					
Travel- Aero Systems							\$ -					
Airfare @ \$600 per trip		\$ 1,800.00	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ 3,600.00	\$ 9,600.00	\$ 13,200.00			
Lodging @ \$250/night		\$ 750.00	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 1,250.00	\$ 2,000.00	\$ 3,250.00			
Meals @ \$50/day		\$ 300.00	\$ 50.00	\$ 50.00	\$ -	\$ 50.00	\$ 450.00	\$ 800.00	\$ 1,250.00			
Local Transportation in Tampa @ \$75/day		\$ 150.00	\$ 75.00	\$ 75.00	\$ -	\$ 75.00	\$ 375.00	\$ 1,200.00	\$ 1,575.00			
Reimbursable Expenses Sub Total		\$ 165,914.25	\$ 975.00	\$ 2,975.00	\$ -	\$ 725.00	\$ 170,589.25	\$ 28,613.54	\$ 199,202.79			
<b>Contingency</b>												
General Contingency		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000.00			
Fuel Pit Design		\$ -	\$ 26,747.57	\$ 21,878.44	\$ 11,254.96	\$ -	\$ 59,880.97	\$ -	\$ 59,880.97			
Structural, Architectural, and Civil Design		\$ -	\$ 9,728.45	\$ 7,325.73	\$ 3,515.73	\$ -	\$ 20,569.91	\$ -	\$ 20,569.91			
<b>Total Fee, Allowances, Reimbursable Expenses</b>		\$ 754,984.88	\$ 532,340.55	\$ 489,147.46	\$ 288,670.78	\$ 102,197.81	\$ 2,167,341.48	\$ 542,176.85	\$ 2,859,518.33			









## 60% Design Fee

Project Fee Proposal - Mead and Hunt Team													
<b>General Aviation Apron Rehabilitation</b>													
HCAA Project Number 7385 25													
8/4/2025													
Scope/Task			Principal	Director	Subject Matter Expert	Senior Cost Specialist	Cost Specialist	Analyst 3	Analyst 2	Analyst 1	Director, Admin	Total	
Basic Design Services			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
<b>Task - 60% Design Connico</b>													
Opinion of Probable Construction Cost				1	16		16		24		1	58	
Construction Schedule				1		8		32		16	1	58	
			<b>Subtotal Hours</b>	-	2.00	16.00	8.00	16.00	32.00	24.00	16.00	2.00	116
			Rate	\$ 96.60	\$ 91.35	\$ 88.94	\$ 81.73	\$ 67.31	\$ 52.88	\$ 43.27	\$ 38.46	\$ 69.71	
			Subtotal Direct Labor	\$ -	\$ 182.70	\$ 1,423.04	\$ 653.84	\$ 1,076.96	\$ 1,692.16	\$ 1,038.48	\$ 615.36	\$ 139.42	\$ 6,821.96
			Subtotal Burdened Labor @		3.04								\$ 20,738.76



# 90% Design Fee

Project Fee Proposal - Mead and Hunt Team												
<b>General Aviation Apron Rehabilitation</b>												
HCAA Project Number 7385 25												
8/4/2025												
Scope/Task		Principal	Director	Subject Matter Expert	Senior Cost Specialist	Cost Specialist	Analyst 3	Analyst 2	Analyst 1	Director, Admin		Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
<b>Task - 90% Design Connico</b>												
Opinion of Probable Construction Cost			1	8		16		16		1		42
Construction Schedule			1		8		40		12	1		62
												0
	<b>Subtotal Hours</b>	-	2.00	8.00	8.00	16.00	40.00	16.00	12.00	2.00		104
	Rate	\$ 96.60	\$ 91.35	\$ 88.94	\$ 81.73	\$ 67.31	\$ 52.88	\$ 43.27	\$ 38.46	\$ 69.71		
	Subtotal Direct Labor	\$ -	\$ 182.70	\$ 711.52	\$ 653.84	\$ 1,076.96	\$ 2,115.20	\$ 692.32	\$ 461.52	\$ 139.42		\$ 6,033.48
	Subtotal Burdened Labor @		3.04									\$ 18,341.78







**EXHIBIT B2 FEE ESTIMATE**

Project Fee Proposal - Mead and Hunt - Summary Sheet												
<b>Airside E Passenger Boarding Bridge (PBB) Replacement</b>												
HCAA Project Number 7460 26												
8/4/2025												
Basic Design Services		30%	60%	90%	100%	Bid	Total	Construction	Total	D/W/MBE %	% D/W/MBE	% Construction
Engineering & Preconstruction Services		Schematic	Design Dev.	Const. Docs	Final Docs	Phase		Administration		of Fee	Goal	Cost
Mead & Hunt		\$ 108,824.44	\$ 65,692.62	\$ 73,184.86	\$ 57,559.60	\$ 28,707.01	\$ 333,968.53	\$ 109,501.23	\$ 443,469.77			29,800,589
AERO Systems		\$ 210,564.24	\$ 148,481.80	\$ 133,590.26	\$ 67,984.18	\$ 31,461.52	\$ 592,081.99	\$ 225,362.59	\$ 817,444.59	See Summary Sheet		6.75%
TLC Engineering		\$ 74,899.55	\$ 74,691.19	\$ 71,982.54	\$ 56,249.69	\$ 13,230.56	\$ 291,053.53	\$ 77,084.98	\$ 368,138.51			
Connico		\$ 30,504.45	\$ 34,769.33	\$ 31,261.54	\$ -		\$ 96,535.32		\$ 96,535.32			
	Design Phase Sub Total	\$ 424,792.68	\$ 323,634.94	\$ 310,019.19	\$ 181,793.47	\$ 73,399.09	\$ 1,313,639.37	\$ 411,948.81	\$ 1,725,588.18			
<b>Reimbursable Expenses</b>												
City of Tampa Permit Fees				\$ 2,000.00			\$ 2,000.00		\$ 2,000.00			
Geotechnical Testing Labor- TSF Geo		\$ 22,355.11					\$ 22,355.11		\$ 22,355.11			
Geotechnical Expenses- TSF Geo		\$ 11,845.04					\$ 11,845.04		\$ 11,845.04			
Materials Testing Labor- TSF Geo							\$ -	\$ 7,347.10	\$ 7,347.10			
Materials Testing Expenses- TSF Geo							\$ -	\$ 1,199.98	\$ 1,199.98			
Topographical Surveying- Hyatt Survey		\$ 42,581.55					\$ 42,581.55		\$ 42,581.55			
Travel- Aero Systems												
Airfare @ \$600 per trip		\$ 1,800.00	\$ 600.00	\$ 600.00		\$ 600.00	\$ 3,600.00	\$ 9,600.00	\$ 13,200.00			
Lodging @ \$250/night		\$ 750.00	\$ 250.00	\$ 250.00			\$ 1,250.00	\$ 2,000.00	\$ 3,250.00			
Meals @ \$50/day		\$ 300.00	\$ 50.00	\$ 50.00		\$ 50.00	\$ 450.00	\$ 800.00	\$ 1,250.00			
Local Transportation in Tampa @ \$75/day		\$ 150.00	\$ 75.00	\$ 75.00		\$ 75.00	\$ 375.00	\$ 1,200.00	\$ 1,575.00			
Reimbursable Expenses Sub Total		\$ 79,781.70	\$ 975.00	\$ 2,975.00	\$ -	\$ 725.00	\$ 84,456.70	\$ 22,147.08	\$ 106,603.78			
<b>Contingency</b>												
General Contingency									\$ 100,000.00			
Fuel Pit Design			\$ 26,747.57	\$ 21,878.44	\$ 11,254.96		\$ 59,880.97		\$ 59,880.97			
Structural, Architectural, and Civil Design			\$ 9,728.45	\$ 7,325.73	\$ 3,515.73		\$ 20,569.91		\$ 20,569.91			
<b>Total Fee, Allowances, Reimbursable Expenses</b>		<b>\$ 504,574.38</b>	<b>\$ 361,085.97</b>	<b>\$ 342,198.36</b>	<b>\$ 196,564.16</b>	<b>\$ 74,124.09</b>	<b>\$ 1,478,546.97</b>	<b>\$ 434,095.88</b>	<b>\$ 2,012,642.85</b>			

























## Bid Phase Fee

Project Fee Proposal - Mead and Hunt. Team												
<b>Airside E Passenger Boarding Bridge (PBB) Replacement</b>												
HCAA Project Number 7460 26												
8/4/2025												
Scope/Task		Sr Associate	Sr. PM	Sr. Proj Eng	Proj Eng	Eng	Jr. Eng	Technician	Prj Plnr	Admin	Total	
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
<b>Task - Bid Phase Mead &amp; Hunt</b>												
7.1	Prepare Issued for Bid Documents		2	4	4		16					
7.2	Respond to Contractor Questions		12	4	4					8	28	
7.3	Prepare for and Attend pre-bid		8	2	2					2	14	
7.4	Prepare Addenda		8	2	2	4				8	24	
7.5	Review Bids		2			4					6	
7.6	Prepare Bid Tabulation and Award Recommendation		4		2	4				1	11	
7.7	Prepare conformed contract documents		4	2	2	4				4	16	
7.8	Prepare IFC Plans and Contract Documents		2	2	4	2				4	14	
											0	
<b>Subtotal Hours</b>			-	42.00	16.00	20.00	18.00	16.00	-	-	27.00	113
Rate		\$ 105.32	\$ 103.05	\$ 76.57	\$ 65.05	\$ 47.26	\$ 37.59	\$ 25.94	\$ 67.39	\$ 34.23		
Subtotal Direct Labor		\$ -	\$ 4,328.10	\$ 1,225.12	\$ 1,301.00	\$ 850.68	\$ 601.44	\$ -	\$ -	\$ 924.21		\$ 9,230.55
Subtotal Burdened Labor @			3.11									\$ 28,707.01

Project Fee Proposal - Mead and Hunt. Team											
<b>Airside E Passenger Boarding Bridge (PBB) Replacement</b>											
HCAA Project Number 7460 26											
8/4/2025											
Scope/Task		Principle	Sr. PM	Sr. ME	Sr. EE	Sr. AP	Designer	Sr. CE	Sr. FE	Hours	Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
<b>Task - Bid Phase AERO Systems</b>											
	Attend Pre-Bid Meeting	2	16	2	2				2		24
	RFI Responses	6	8	8	8	8			8		46
	Review Bids	6	8	4	4						22
	Conformed Construction Documents	4	8	2	2		8		2		26
	Prepare and transmit bid-phase deliverables	2	4	2	2	2	6		2		20
											0
<b>Subtotal Hours</b>		20.00	44.00	18.00	18.00	10.00	14.00	-	14.00	-	138
Rate		\$105.05	\$81.73	\$79.33	\$68.75	\$54.33	\$24.04	\$62.50	\$60.10		
Subtotal Direct Labor		\$ 2,101.00	\$ 3,596.12	\$ 1,427.94	\$ 1,237.50	\$ 543.30	\$ 336.56	\$ -	\$ 841.40	\$ -	\$ 10,083.82
Subtotal Burdened Labor @			3.12								\$ 31,461.52

# Bid Phase Fee

Project Fee Proposal - Mead and Hunt Team												
<b>Airside E Passenger Boarding Bridge (PBB) Replacement</b>												
HCAA Project Number 7460 26												
8/4/2025												
Scope/Task	Principal	PM	M Eng II	M Eng I	Sr. Elect	E. Eng I	E Designer	Sr. Tech	T Designer	Admin	Total	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
<b>Basic Design Services</b>												
<b>Task - Bid Phase TLC Engineering</b>												
Attend Pre-Bid Meeting		2				2		2				6
RFI Responses		4	4			4		2		2		16
Review Bids		2				2		2				6
Conformed Construction Documents		4	4	4	4	4	4	2	4			30
Prepare and transmit bid-phase deliverables		4	2	2			2		2			12
<b>Subtotal Hours</b>		-	16.00	10.00	6.00	12.00	4.00	6.00	8.00	6.00	2.00	70
Rate		\$ 80.03	\$ 54.33	\$ 46.88	\$ 36.15	\$ 60.96	\$ 36.15	\$ 50.10	\$ 84.01	\$ 50.10	\$ 37.89	
Subtotal Direct Labor		\$ -	\$ 869.28	\$ 468.80	\$ 216.90	\$ 731.52	\$ 144.60	\$ 300.60	\$ 672.08	\$ 300.60	\$ 75.78	\$ 3,780.16
Subtotal Burdened Labor @			3.50									\$ 13,230.56





**ATTACHMENT 2**

**E-Verify Certification**

**General Aviation Apron Rehabilitation and  
Airside E Passenger Boarding Bridge (PBB) 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), and Fla. Stat. Section 448.095.

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.

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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 and Fla. Stat. Section 448.095.

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Printed Name Date

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

**ATTACHMENT 3  
INSURANCE REQUIREMENTS**

Design Professional agrees to provide its full limits for every policy specified herein, without restriction or reduction, and to the extent required by the Florida Department of Transportation Public Transportation Grant Agreement, shall require the same of all of its contractors, subcontractors, suppliers, consultants, and subconsultants at each tier. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy, which makes the insurance more restrictive than the coverage required, the Design Professional agrees to remain responsible and obligated to make the Owner whole as if the Design Professional and all of its contractors, subcontractors, suppliers, 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, including but not limited to any warranty or limitation periods, and for any period of extension described herein. In the event the Design Professional becomes in default of any requirement, the Owner reserves the right to take whatever actions deemed necessary to protect its interests. The Design Professional 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, and its employees as additional insureds. To the extent required by the Florida Department of Transportation Public Transportation Grant Agreement, Design Professional shall also ensure that the Florida Department of Transportation is added as an additional insured on the Commercial General Liability policy of the Design Professional. 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 Professional will submit evidence that it, and to the extent required by the Florida Department of Transportation Public Grant Agreement, all subcontractors, suppliers, consultants, and subconsultants at each tier have 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 points, and any deviation from a fully insured program.

Workers' Compensation/Employer's Liability

The Design Professional shall not allow its coverage, or that of any of its contractors, subcontractors, suppliers, 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

It is the responsibility of the Design Professional to ensure that all entities and person(s) working for or behalf of itself or any contractor, subcontractor, supplier, 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 Professional will maintain and ensure that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier have 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

**ATTACHMENT 3  
INSURANCE REQUIREMENTS**

Professional under this Contract. The insurance required under this contract shall be the full policy limits without reduction or limitation.

The limits of coverage required shall apply fully to the work or operations performed under this Contract and may not be shared with or diminished by claims unrelated to this Contract. The coverage cannot contain any deductible, retention, or self-insurance without prior approval of the Owner and must clearly identify any such deductible, retention, or other than a fully insured plan. Any deductible, retention, or self-insurance will be the responsibility of and paid by the First Named Insured and not by the Owner. To the extent required by the Florida Department of Transportation Public Transportation Grant Agreement, the Commercial General Liability insurance of Design Professional may not contain or be subject to any self-insured retentions.

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 on a form no more restrictive than ISO Form CG 00 01 10 01 and shall include Products/Completed Operations coverage. 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 similarly restricts or limits coverage to the Owner. The Design Professional shall not allow its coverage to drop below or become encumbered below the following minimum limits of insurance:

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

Design Professional shall ensure that all of its contractors, subcontractors, suppliers, consultants, or subconsultants at each tier procure and maintain Commercial Liability Insurance with the following minimum limits of insurance:

General Aggregate	\$ 5,000,000
Each Occurrence	\$ 1,000,000

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

Business Auto Liability

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

Each Occurrence – Bodily Injury and Property Damage Combined	\$10,000,000
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### ATTACHMENT 3 INSURANCE REQUIREMENTS

#### Professional Liability

The Design Professional agrees to provide its full policy limits for its professional liability exposures, without restriction or reduction. Such insurance will be maintained by the Design Professional without interruption or amendment throughout the life of this Contract and for a period of three (3) year(s) following the termination of the Contract. Any deductible, retention or self-insured amount must be approved in writing by the Owner. All policies shall be endorsed to include contractual liability. Coverage will include all work of the Design Professional, and all contractors, subcontractors, suppliers, 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 Professional shall not allow its limits to drop below or become encumbered below the following minimum limits of insurance:

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

#### Builders Risk Coverage

N/A

#### Environmental Impairment (Pollution) Liability

N/A

#### Utility and Railroad Protective Liability

To the extent required by the Florida Department of Transportation Public Transportation Grant Agreement 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, members of the Owner's governing body, the Owner's officers, volunteers, agents and its employees and to the extent required by the Florida Department of Transportation Grant Agreement in the manner as described herein.

To the extent required by the Florida Department of Transportation Public Transportation Grant Agreement, 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 Professional 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, suppliers, consultants, and subconsultants at each tier. The Design Professional shall not allow its coverage or that of any of its contractors, subcontractors, suppliers, 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.

## **ATTACHMENT 3 INSURANCE REQUIREMENTS**

### **CONTRACTUAL INSURANCE TERMS AND CONDITIONS**

This Section incorporates the Owner's Standard Procedure S250.06 and establishes the insurance terms and conditions associated with contractual insurance requirements. This Section is applicable to all Design Professionals with Owner contracts, and to the extent required by the Florida Department of Transportation Public Transportation Grant Agreement, includes every contractor, subcontractor, consultant, and subconsultant at each tier. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the Owner.

#### **INSURANCE COVERAGE:**

##### **A. Procurement of Coverage:**

With respect to each of the required coverages, the Design Professional will, at the Design Professional's expense, procure, maintain, and keep in force the types and amounts of insurance conforming to the minimum requirements set forth in the applicable contract. In addition to the extent required by the Florida Department of Transportation Public Transportation Grant Agreement, the Design Professional shall further require that all contractors, subcontractors, suppliers, consultants, and sub-consultants at each tier satisfy and meet all the requirements of the applicable Grant Agreement, including the terms and conditions of this Standard Procedure. 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 companies with a financial size category lower than VII must be submitted by the company to the Owner Director of Risk Management for approval prior to use. The Owner retains the right to approve or disapprove the use of any insurer, policy, risk pooling or self-insurance program.

##### **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, including but not limited to any warranty or limitation periods and for any period of extended coverage required in the contract. 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 (3) years following the period for which coverage is required unless a longer period of time is otherwise stated in the contract.

##### **C. Reduction of Aggregate Limits:**

If the general or aggregate limit for any policy is exhausted, the company, and to the extent required by the Florida Department of Transportation Public Transportation Grant Agreement, all of the Design Professional's contractors, subcontractors, consultants, and sub-consultants at each tier, will immediately take all possible steps to have it reinstated. The commercial general liability policies and any excess or umbrella policies used to provide the required amount of insurance shall include a per project designated aggregate limit endorsement providing that the limits of such insurance

**ATTACHMENT 3  
INSURANCE REQUIREMENTS**

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 written notice to the Owner at least thirty (30) calendar days (or ten (10) calendar days prior notice for non-payment of premium) prior to any cancellation, non-renewal or adverse change, initiated by the insurer, and applicable to any policy or coverage described in the contract or in this Standard Procedure. 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

Additionally, to the extent required by the Florida Department of Transportation Public Transportation Grant Agreement, the workers' compensation, commercial general liability and railroad protective insurance of every contractor, subcontractor, consultant, and sub-consultant at each tier shall be specifically endorsed to require the insurer to provide the Florida Department of Transportation notice within ten (10) calendar days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described in the contract or this Standard Procedure.

D. No waiver by approval/disapproval:

The Owner accepts no responsibility for determining whether the company or any contractor, subcontractor, consultant, or sub-consultant at each tier is in full compliance with the insurance coverage required by the contract. The Owner's approval or failure to disapprove any policy, endorsement coverage, or Certificate of Insurance does not relieve or excuse the company of any obligation to procure and maintain the insurance required in the contract or in this Standard Procedure, nor does it serve as a waiver of any rights or defenses the Owner may have.

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverage and Required Limits of Insurance

The coverages and minimum limits of insurance required by the contract are based on circumstances in effect at the inception of the contract. If, in the opinion of the 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 Professional will, within sixty (60) calendar days of receipt of written notice of a change in the coverage and/or 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 coverages or minimum limits of insurance required will be made by the Owner until at least two

### **ATTACHMENT 3 INSURANCE REQUIREMENTS**

years after inception of the contract. Subsequent changes in the coverage or minimum limits of insurance required 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. To the extent required by the Florida Department of Transportation Public Transportation Grant Agreement, any such change or modification in coverage or limits shall also apply to the contractors, subcontractors, suppliers, consultants, and sub-consultants at each tier.

If, in the opinion of the Owner, compliance with the insurance requirements is not commercially practicable for the Design Professional, contractors, subcontractors, suppliers, consultants or subconsultants at any tier, at the written request of the Design Professional, 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 Professional, contractors, subcontractors, suppliers, consultants, and sub-consultants at any tier. Any such modification will be subject to the prior written approval of the Owner's General Counsel and Executive Vice President of Legal Affairs or designee, and subject to the conditions of such approval.

F. Proof of Insurance – Insurance Certificate:

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

The Design Professional and, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the Design Professional's contractors, subcontractors, suppliers, consultants, and sub-consultants at each tier will not commence work, or 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 company to commence work or use or occupy the premises in connection with the contract.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the contract, the Design Professional will furnish the Owner with an ACORD Certificate of Liability Insurance (Certificate) reflecting the required coverage described in the contract and this Standard Procedure.

The Certificate must:

- a. Be signed by an authorized representative of the insurer. Upon request of the Authority, Design Professional will furnish the Owner with any specific endorsements effecting coverage required by the contract. The endorsements are to be signed by a person authorized by insurer to bind the coverage on the insurer's behalf;
- b. State that: "Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, agents, and its employees are additional insureds for all policies described above other than workers' compensation employer's liability and professional liability (if required by Contract)";

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- c. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, state that the Florida Department of Transportation is an additional insured for commercial general liability;
- d. Indicate that the insurers for all required policies shown on the Certificate have waived their subrogation rights against the Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, agents, and its employees;
- e. Indicate that the Certificate has been issued in connection with the contract;
- f. Indicate the amount of any deductible or self-insured retention applicable to all coverages;
- g. State that the deductible or self-insured retention is the responsibility of the Design Professional; and
- h. Identify the name and address of the Certificate holder as:

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

If requested by the Owner, the Design Professional will, within fifteen (15) calendar 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 Professional may redact those portions of the insurance policies that are not relevant to the coverage required by the contract. The Design Professional 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 and any alternative risk or insurance programs (including, but not limited to, the use of captives, trusts, pooled programs, risk retention groups, or investment-linked insurance products), must be approved by the Owner's General Counsel and Executive Vice President of Legal Affairs or designee. The Design Professional agrees to provide all documentation necessary for the Owner to review the deductible, self-insurance, or alternative risk or insurance program.
- 2. The Design Professional will pay on behalf of the Owner, members of the Owner's governing body, the Owner's officers, volunteers, agents and its employees and to the extent required by the Florida Department of Transportation Grant Agreement, 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, or any member of the Owner's governing body, or any officer, volunteer, agent, or employee of the Owner.
- 3. The contract by the Owner to allow the use of a deductible, self-insurance, or alternative risk or insurance program will be subject to periodic review by the Director

### **ATTACHMENT 3 INSURANCE REQUIREMENTS**

of Risk Management. If, at any time, the Owner deems that the continued use of a deductible, self-insurance, or alternative risk or insurance program by the Design Professional should not be permitted, the Owner may, upon sixty (60) calendar days' written notice to the company, require the Design Professional to replace or modify the deductible, self-insurance, or alternative risk or insurance program in a manner satisfactory to the Owner.

4. Any deductible amount, self-insurance, alternative risk, or insurance 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. The Owner reserves the right to deny any Certificate not in compliance with this requirement.
5. To the extent required by the Florida Department of Transportation Public Transportation Grant Agreement, the commercial general liability may not be subject to a self-insured retention. Subject to approval by the Owner under sub-paragraphs 1-4 above, the commercial general liability may contain a deductible, provided that such deductible shall be paid by the named insured.

#### H. Design Professional's Insurance Primary:

The insurance required by the contract will apply on a primary and non-contributory basis. Any insurance or self-insurance maintained by the Owner will be excess and will not contribute to the insurance provided by or on behalf of the Design Professional.

To the extent required by the Florida Department of Transportation Public Transportation Grant Agreement, the coverage afforded to the Florida Department of Transportation as an additional insured under the Commercial General Liability policy shall be primary coverage.

#### I. Incident Notification:

In accordance with the requirements of Standard Procedure S250.02, the Design Professional will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury, property damage, data breach, security breach, ransomware (data theft), or an extortion threat occurring on Authority-owned property, tenant owned property or third party property.

#### J. Customer Claims, Issues, or Complaints:

In addition to complying with all terms outlined in Standard Procedure S250.02, all customer claims, issues, or complaints involving property damage, bodily injury, data theft, or an extortion threat related to the Design Professional will be promptly handled, addressed and resolved by the Design Professional.

The Design Professional will track all customer claims, issues, or complaints involving property damage or bodily injury and their status on a Claims Log available for review, as needed, by Risk Management. The Claims Log should include a detailed report of the incident along with the

### ATTACHMENT 3 INSURANCE REQUIREMENTS

response and/or resolution. Risk Management has the option to monitor all incidents, claims, issues, or complaints where the Owner could be held liable for injury or damages.

K. 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 Professional will ensure that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier are contractually bound and remain in compliance with this provision.

L. Waiver of Subrogation:

The Design Professional, 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, agents 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 Professional. The Design Professional shall require all contractors, subcontractors, suppliers, consultants and subconsultants at each tier for themselves and their insurers, to the fullest extent permitted by law without voiding the insurance required by the Contract, to waive all rights against the Owner, members of the Owner’s governing body and the Owner’s officers, volunteers, agents, 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 Professional to the extent covered and paid for by any insurance maintained by the Design Professional’s contractors, subcontractors, suppliers, consultants and subconsultants at each tier. The Design Professional shall further require that all contractors, subcontractors, suppliers, 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, agents, 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.”

M. Design Professional’s Failure to Comply with Insurance Requirements:

1. Owner's Right to Procure Replacement Insurance

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

## **ATTACHMENT 3 INSURANCE REQUIREMENTS**

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

### **2. Replacement Coverage at Sole Expense of Design Professional**

The entire cost of any insurance procured by the Owner pursuant to this Attachment will be paid by the Design Professional. At the option of the Owner, the Design Professional 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 fifteen percent (15%) for the cost of administration.

#### **a. Design Professional to Remain Fully Liable**

The Design Professional 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, suppliers, consultants, and subconsultants at each tier. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy which makes the insurance more restrictive than the coverage required, the Design Professional agrees to remain responsible and obligated to make the Owner whole as if the Design Professional and all of its contractors, subcontractors, suppliers, 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 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 Professional or by any of its contractors, subcontractors, suppliers, consultants, or sub-consultants 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 Attachment.

**ATTACHMENT 4**

**Anti-Human Trafficking Affidavit**

**General Aviation Apron Rehabilitation and  
Airside E PBB Replacement**

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of Mead & Hunt, Inc. ("Company"), hereby attests under penalty of perjury that:

1. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this Affidavit on behalf of Company.

Date: \_\_\_\_\_, 20\_\_

Signed: \_\_\_\_\_

Entity: \_\_\_\_\_

Name: \_\_\_\_\_

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