



# HILLSBOROUGH COUNTY AVIATION AUTHORITY

PART 1 CONTRACT FOR DESIGN-BUILD SERVICES

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

HCBECK, LTD.

PROJECT NOS. 8805 17 & 6495 17

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DATED: AUGUST 3, 2017

CONTRACT BETWEEN  
OWNER AND DESIGN-BUILDER

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## PART 1 CONTRACT

This Part 1 Contract (Contract) for design-build services is made and entered into this 3<sup>rd</sup> day of August, 2017 by and between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, hereinafter referred to as the "Owner," and HCBeck, Ltd., a Texas Limited Partnership, authorized to do business in the State of Florida, hereinafter referred to as the "Design-Builder".

For the following Program: Airport Security Systems Replacement, Authority Project Nos. 8805 17 & 6495 17

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

Bryan Wilson, AIA

Normal civil engineering, architectural, ACS design, VMS design, network system design, structural engineering, mechanical engineering and electrical engineering services will be provided contractually through the Design-Builder as indicated below:

Beck Architecture, LLC  
Faith Group Consulting, LLC  
VoltAir Consulting Engineers, Inc.

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

## TERMS AND CONDITIONS – PART 1 CONTRACT

### ARTICLE 1 DESIGN-BUILDER

#### 1.1 SERVICES

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

#### 1.2 RESPONSIBILITIES

1.2.1 The services that the Design-Builder will provide to the Owner under this Contract will be as follows, and in general accordance with the Owner's request for qualifications dated January 25, 2017, entitled "Request for Qualifications for Airport Security Systems Replacement at Tampa International Airport", which is incorporated by reference herein, and the Design-Builder's Fee and Scope Proposal dated July 18, 2017, entitled "Authority Project Nos. 8805 17 & 6495 17," which is attached hereto as Attachment 1 and incorporated by reference herein. In the event of any conflicts between this Contract and any other documents, the precedence in resolving such conflicts will be as follows:

- 1.2.1.1 This Contract
- 1.2.1.2 Design-Builder's Fee and Scope Proposal
- 1.2.1.3 The Owner's request for qualifications
- 1.2.1.4 Relevant portions of the Design-Builder's response to request for qualifications

1.2.2 All design services provided by or through Design-Builder pursuant to this Contract must be performed by qualified design professional (Designer). The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design-Builder. Design-Builder designates Bryan Wilson, whose business address is 220 W. 7<sup>th</sup> Ave, Suite 200 Tampa, FL. 33602, to serve as the Program Director. The Program Director will be authorized and responsible to act on behalf of the Design-Builder with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Contract. Design-Builder designates Ryan Toth, whose title is Regional Director, whose business address is 220 W. 7<sup>th</sup> Ave, Suite 200 Tampa, FL. 33602, and who will have full authority to bind and obligate the Design-Builder on all matters arising out of or relating to this Contract. The Design-Builder agrees that the Program Director will devote whatever time is required to satisfactorily manage the services to be provided and performed by the

Design-Builder hereunder. Any replacement of the Program Director will be subject to the prior approval and acceptance of the Owner.

- 1.2.3 The agreements between the Design-Builder and the persons or entities identified in this Contract as providing architectural and engineering services, and any subsequent modifications thereto, must be in writing. These agreements, including financial arrangements with respect to this Program, must be promptly and fully disclosed to the Owner upon request. Though the contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design-Builder, it is expressly acknowledged and agreed by Design-Builder that Owner will be identified as an intended third party beneficiary of the agreements between Design-Builder and the design professionals.
- 1.2.4 Construction budgets must be prepared by qualified professionals, cost estimators or contractors retained by and acting in the interest of the Design-Builder.
- 1.2.5 The Design-Builder will be responsible to the Owner for acts and omissions of the Design-Builder's employees, subcontractors and their agents and employees, and other persons, including the Designer and other design-professionals, performing any portion of the Design-Builder's obligations under this Contract.
- 1.2.6 Prior to the termination of the services of the Designer or any other design professional designated in this Contract, the Design-Builder will identify to the Owner in writing another design professional, with respect to whom the Owner has no reasonable objection, who will provide the services originally to have been provided by the Designer or other design professional whose services are being terminated.
- 1.2.7 If the Design-Builder believes or is advised by the Designer or by another design professional retained to provide services on the Program that implementation of any instruction received from the Owner would cause a violation of any applicable law, the Design-Builder must promptly notify the Owner in writing. Neither the Design-Builder nor the Designer will be obligated to perform any act which violates any applicable law.
- 1.2.8 Nothing contained in this Contract will create a contractual relationship between the Owner and any person or entity other than the Design-Builder, except for the third party beneficiary obligation set forth in Paragraph 1.2.3 above.
- 1.2.9 Press releases or other specialized publicity documents, including the Design-Builder's advertising and news bulletins, which are related to this Contract and are intended by the Design-Builder for the press, broadcasting, or television, will be drawn up in consultation with the Owner. Except as otherwise required by law or regulation, the Design-Builder will not release or distribute any materials or information relating to this Contract or containing the name of the Owner or any of

its employees without prior written approval by an authorized representative of the Owner. Design-Builder shall incorporate the terms of this provision into all of its contracts, subcontracts and other agreements of any tier and require all contractors, consultants, subcontractors and subconsultants to similarly incorporate the terms of this provision in their arguments.

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

### **1.3 BASIC SERVICES**

- 1.3.1 The Basic Services to be performed must commence on the date established in an executed work order and must be completed in accordance with Attachment 1. Work orders are intended to be discrete working documents that will provide, in summary form, the background and factual context within which a particular work element or series of work elements will be completed by the Design-Builder. Each work order will include a scope of services, level of effort and related costs. Work orders will be construed to be in addition to, supplementary to, and consistent with the provisions of Attachment 1. Upon request by the Owner, Design-Builder will prepare and submit a work order to the Owner for review and approval. Work order forms will be provided by the Owner along with a detailed outline of design deliverables. Contracts involving multiple project numbers or airport locations will require work orders to identify basic services and reimbursement expense amounts per project and/or location. Supporting backup of the work classification, raw rates, overhead and weighted rate calculation will be submitted in Excel format when the work order is submitted.
- 1.3.2 The Design-Builder will provide a preliminary evaluation of the Owner's Program and Program budget requirements, each in terms of the other.
- 1.3.3 The Design-Builder will visit the Program site, become familiar with the local conditions, and correlate observable conditions with the requirements of the Owner's Program, schedule, and budget.
- 1.3.4 The Design-Builder will review laws applicable to design and construction of the Program, correlate such laws with the Owner's Program requirements and advise the Owner if any Program requirement may cause a violation of such laws. Necessary changes to the Owner's Program will be accomplished by appropriate written modification or disclosed as described in Paragraph 1.3.6.
- 1.3.5 The Design-Builder will review with the Owner alternative approaches to design and construction of the Program.

- 1.3.6 A. The Design-Builder will submit to the Owner a GMP Proposal, including the final design documents, a statement of the proposed guaranteed maximum price and a proposed guaranteed completion date of the Program. Final design documents will consist of final construction design drawings, specifications or other documents sufficient to establish the size, quality and character of the entire Program including its architectural, structural, mechanical and electrical systems, and materials and such other elements of the Program as may be appropriate. Deviations from the Owner's Program will be disclosed and expressly highlighted in the GMP Proposal. If the GMP Proposal is accepted by the Owner, the parties will then execute the Part 2 Contract. Notwithstanding anything herein to the contrary, Owner reserves the absolute right, in its sole discretion, to reject the GMP Proposal and not execute the Part 2 Contract for any or no reason whatsoever, or to terminate this Contract in accordance with Article 8. In such event, all final design documents, including all Program Documents (as defined in Paragraph 3.1), will become the property of the Owner and Owner will be entitled to retain and use all such Program Documents as set forth in Paragraphs 3.1 and 8.5 herein.
- B. In the event Owner uses the Program Documents on a project other than this Project, or modifies or enhances the Program Documents without Design-Builder's involvement in the modification or enhancement, Design-Builder shall not have any liability to the Owner for such modifications or enhancements.

#### **1.4 ADDITIONAL SERVICES**

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

**ARTICLE 2  
OWNER**

**2.1 RESPONSIBILITIES**

- 2.1.1 The Owner is the person or entity identified as such in this Contract and is referred to throughout the Contract Documents as if singular in number.
- 2.1.2 This Contract will be administered by the Owner's Chief Executive Officer or designee.
- 2.1.3 The Owner will provide full information in a timely manner, as requested by Design-Builder, regarding requirements for the Program, 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 Program. The term "Owner" means Owner or Owner's other authorized representative(s) as notified by the Owner in writing.
- 2.1.4 The Owner will establish and update an overall budget for the Program, including reasonable contingencies. This budget will not constitute the Contract Sum.
- 2.1.5 The Owner will render decisions pertaining to Program Documents submitted by the Design-Builder in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Design-Builder's services. The Owner may obtain independent review of the Program Documents by a separate architect, engineer, contractor, or cost estimator under contract to or employed by the Owner. Such independent review will be undertaken at the Owner's expense in a timely manner so as not to unreasonably delay the orderly progress of the Design-Builder's services. Design-Builder will ensure Owner is provided reasonably adequate time that permits Owner to render its decisions and conduct independent reviews of Program Documents in a timely manner.
- 2.1.6 Upon written request, the Owner will make available record documents and drawings in its possession, of which it is aware, for any existing buildings and/or facilities. To the extent known and in its possession, Owner will make available to the Design-Builder prior to and during the performance of the work record documents and Drawings pertaining to the existing buildings and/or facilities relative to this Program. Record documents and Drawings will not be considered a part of the Contract Documents. Owner does not warrant to the Design-Builder the accuracy or completeness of such record documents and drawings and the Design-Builder will be solely responsible for all assumptions made in reliance thereupon. Record documents and drawings are not warranted or intended to be complete depictions of existing conditions, nor do they necessarily indicate concealed conditions. The locations of electrical conduit, telephone lines and conduit,



computer cables, FAA cables, storm lines, sanitary lines, irrigation lines, gas lines, mechanical apparatus and appurtenances, HVAC piping/ductwork and plumbing may only appear schematically, if at all, and the actual location of such equipment and lines is in many cases unknown.

- 2.1.7 The Owner will disclose, to the extent known, the results and reports of prior tests, inspections or investigations conducted for the Program involving: structural or mechanical systems; chemical, air and water pollution; hazardous materials; or other environmental and subsurface conditions. The Owner will disclose all information known to the Owner regarding the presence of pollutants at the Project site. The Owner does not warrant the accuracy or completeness of any such information and accepts no responsibility therefore and the Design Builder will be solely responsible for all assumptions made in reliance thereupon.
- 2.1.8 The Owner will furnish all legal, accounting and insurance counseling services as the Owner may require at any time for the Program, including such auditing services as are needed to verify the Design-Builder's applications for payment.
- 2.1.9 The Owner will promptly obtain easements, zoning variances, and legal authorizations regarding Program site utilization where essential to the execution of the Owner's Program.
- 2.1.10 Those services, information, surveys, and reports described in Paragraphs 2.1.6 through 2.1.9 which are within the Owner's control will be furnished at the Owner's expense and are not part of the Contract Documents. The Owner does not warrant or certify the accuracy or completeness of any services, information, surveys or reports.
- 2.1.11 The Owner may communicate with persons or entities employed or retained by the Design-Builder, unless otherwise instructed for reasonable cause not to do so in writing by the Design-Builder.

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

- 3.1 Design-Builder acknowledges and agrees that all records, documents, drawings, notes, tracings, plans, specifications, maps, evaluations, reports and other technical data and electronic data, instruments of service (other than working papers), including but not limited to, all Architectural Works as defined by the federal Architectural Works Copyright Protection Act (whether hard copy or electronically stored), prepared, developed or furnished by Design-Builder or the design professional(s) employed or retained by the Design-Builder under this Contract (Program Documents) will be and remain the property of the Owner. Program Documents will be deemed to be works made for hire, and all right, title and interest

in and to the Program Documents will be vested in Owner. Design-Builder will take all actions necessary to secure for Owner all such right, title and interest. Design-Builder warrants that all materials comprising the Program Documents are original with Design-Builder and have not been copied or derived from any other material without the express written consent of the owner, proprietor and/or copyright holder of that other material, and are not subject to any other claim of copyright by any other person. Design-Builder will obtain any and all licenses necessary for the production and preparation of the Program Documents including, without limitation, licenses for the use of any material subject to copyright by other parties. Design-Builder will assign to Owner any and all rights, including any copyrights, in the Program Documents that Design-Builder or the design professional(s) employed or retained by the Design-Builder on this Program may possess now or in the future, and Design-Builder and its design professional(s) will claim no rights adverse to Owner in the Program Documents. The Program as designed by Design-Builder under this Contract, may be reused or repeated by Owner at Owner's option or discretion at any time or times, including but not limited to, completion, addition, renovation, maintenance, reconstruction or remodeling of the Program and construction of new Programs. Design-Builder hereby grants its consent to reuse of the Program Documents by Owner for any and all such purposes, subject to Paragraph 1.3.6(B) of this Contract. The Design-Builder shall retain its rights to all standard elements contained within the design, including standard details, specifications, or other design materials generated and authorized by Design-Builder for its repeated, regular and ongoing use in plans, specifications, reports or other instruments of service for its clients. The Design-Builder will incorporate the terms of this Paragraph in all contracts with design professionals employed or retained by the Design-Builder to perform services on the Work covered by this Contract.

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

3.3 Chapter 119, Fla. Statutes Requirements

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

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

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

#### **ARTICLE 4 TIME**

- 4.1 Time is of the essence. Services to be rendered by the Design-Builder will commence subsequent to the execution of this Contract by the effective date of an executed work order issued by the Owner. The Owner reserves the right to stop and start work or cancel or postpone any executed work order or portion thereof at any time with seven days written notice to Design-Builder. Any delay to Design-Builder resulting therefrom will be handled in accordance with Paragraph 4.4 below. Notwithstanding the same, time is of the essence with respect to the performance of this Contract.
- 4.2 Should the Design-Builder fail to commence, provide, perform or complete any of the services to be provided in a timely and diligent manner, in addition to any other rights or remedies available to the Owner, the Owner, at its sole discretion and option, may withhold any and all payments due and owing to the Design-Builder until such time as the Design-Builder resumes performance of its obligations in such a manner so as to satisfy the Owner.
- 4.3 Upon the request of the Owner, the Design-Builder will prepare a schedule for the performance of the Basic and Additional Services which will not exceed the time limits contained in Design-Builder's Fee and Scope Proposal referenced in Paragraph 1.2.1.2 and will include reasonably sufficient time required for the Owner's review and approval of submissions by authorities having jurisdiction over the Program.

- 4.4 If the Design-Builder is delayed in the performance of critical path services under this Contract through no fault of the Design-Builder, any applicable schedule will be adjusted. Design-Builder expressly acknowledges and agrees that it will receive no damages for delay. Design-Builder's sole remedy, if any, against Owner will be the right to seek an extension of time to the applicable schedule; provided, however, the granting of any such time extension will not be a condition precedent to the aforementioned "no damages for delay" provision. Design-Builder will incorporate the terms of this Paragraph into all of its subcontracts and subconsultant agreements and require all subcontractors and subconsultants to similarly incorporate such terms into their sub-subcontracts and sub-subconsultant agreements.

## **ARTICLE 5 PAYMENTS**

- 5.1 Refer to ARTICLE 9 - BASIS OF COMPENSATION for additional requirements.
- 5.2 Subsequent payments for Basic Services, Additional Services, and Reimbursable Expenses provided for in this Contract will be made monthly on the basis set forth in Article 9.
- 5.3 With the exception of the month of September, all Applications for Payment will be submitted to the Authority by the twenty-fifth of each month. In the event that the twenty-fifth of the month falls on a Saturday or Sunday or holiday, Applications for Payment are due the first business day prior to the twenty-fifth of that month. Payment will be made by the twenty-fifth of the following month. Applications for Payment submitted more than 20 days prior to the twenty-fifth of the month will be rejected and returned. Due to the end of fiscal year financial closeout, September applications for payment will be submitted by September 19th, and in the event that the 19th falls on a Saturday or Sunday, Applications for Payment are due the first business day prior and subsequent payments will be made the second Friday of October. Such Applications for Payment submitted more than 20 days prior to the second Friday of October will be rejected and returned.
- 5.4 The Design-Builder will submit to the Owner via the Records Management Department, two executed and notarized originals and two copies of an itemized Application for Payment prepared on a form that is on the CD supplied by the Owner. The Owner will approve, disapprove or adjust the Design-Builder's Application for Payment within seven days after receipt. The Owner will notify the Design-Builder in writing of any reasons for withholding payment in whole or in part. Except as noted above with respect to the September Application for Payment, Owner will make payment by the twenty-fifth of the following month in which the Application for Payment was submitted. In accordance with Florida Statute Section 255.075 – 255.078, the Design-Builder will promptly pay each subcontractor or

supplier upon receipt of the payment from the Owner. Payment to the Design-Builder will release the Owner from any liens or disputes between the Design-Builder and the Design-Builder's subcontractors.

- 5.5 Monthly payments to Design-Builder will in no way imply approval or acceptance of Design-Builder's work.

**ARTICLE 6  
OWNER'S RIGHT TO PERFORM AUDITS, INSPECTIONS, OR ATTESTATION  
ENGAGEMENTS**

- 6.1 In connection with payments to the Design-Builder under this Contract, it is agreed the Design-Builder will maintain adequate records in accordance with generally accepted accounting practices. The Owner, Federal Aviation Administration, Federal Highway Administration, Florida Department of Transportation, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each, have the right to initiate and perform audits, inspections or attestation engagements over audit the Design-Builder's records for the purpose of determining payment eligibility under this Contract or over selected operations performed by Design-Builder under this Contract for the purpose of determining compliance with the Contract. Access will be to all of the Design-Builder's records, including books, documents, papers, and records of Design-Builder directly pertinent to this Contract, as well as records of parent, affiliate and subsidiary companies. If the records are kept at locations other than Tampa International Airport, Design-Builder will arrange for said records to be brought to a location convenient to Owner's auditors to conduct the engagement as set forth in this Article. Or, Design-Builder may transport Owner's team to Design-Builder headquarters for purposes of undertaking said engagement. In such event, Design-Builder will pay reasonable costs of transportation, food and lodging for Owner's team. Design-Builder agrees to deliver or provide access to all records requested by Owner's auditors within 14 calendar days of the written or email request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within 7 calendar days of each written or email request. The parties recognize that Owner will incur additional costs if records requested by Owner's auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the parties agree that Design-Builder may be charged a liquidated damage of \$100.00, in addition to all other contractual financial requirements, per item, per calendar day, for each time Design-Builder is late in submitting requested records to perform the engagement. Accrual of liquidated damages will continue until specific performance is accomplished. These liquidated damages are not an exclusive remedy and Owner retains its rights including but not limited to its rights to elect its remedies and pursue all legal and equitable remedies. The parties expressly agree that these liquidated damages are

not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from such failure to comply.

- 6.2 In the event the Design-Builder maintains its accounting or Program information in electronic format, upon written or email request by the Owner's auditors, the Design-Builder will provide a download of its accounting or Program information in an electronic format allowing formatting, reading and manipulation in Microsoft Office products.
- 6.3 The Owner has the right during the engagement to interview the Design-Builder's employees and subconsultants, make photocopies, and inspect any and all records at reasonable times. The right to initiate an engagement will extend for six years after the completion date of the Work, or six years after the termination of this Contract, whichever occurs later.
- 6.4 In the event the Design-Builder has overcharged the Owner for direct and reimbursable expenses, the Design-Builder will re-pay the Owner the amount of the overcharge, and the Owner may assess interest of up to 12% per year on the overcharge from the date the overcharge occurred. In addition, if the Design-Builder has overcharged the Owner by more than 3% of the gross direct and reimbursable amount, the Owner may assess and the Design-Builder will pay for the entire cost of the audit.
- 6.5 The Design-Builder will include a provision providing the Owner the same rights to perform engagements at the subconsultant and subcontractor level in all of its subconsultant and subcontract contracts entered into by Design-Builder to effect Program completion.
- 6.6 Approvals by Owner's staff for any services not included in this Contract do not act as a waiver or limitation of the Owner's right to perform audits, inspections, or attestation engagements.

## **ARTICLE 7 DISPUTE RESOLUTION**

### **7.1 CLAIMS AND DISPUTES**

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

- 7.1.2 If for any reason the Design-Builder believes that additional cost or Contract time is due to the Design-Builder for work not clearly provided for in this Contract, or previously authorized changes in the work, the Design-Builder must notify the Owner in writing within the required ten (10) calendar day notice period of its intention to claim such additional cost or Contract time. The Design-Builder must maintain strict accounting of all actual cost and/or time associated with the claim, in such detail as may be required by Owner. The failure to give proper notice as required herein will constitute a waiver of said claim.
- 7.1.3 Written notice of intention to claim must be made within ten (10) calendar days after the claimant first recognizes the condition giving rise to the claim or before the Work begins on which the Design-Builder bases the claim, whichever is earlier.
- 7.1.4 When the Work on which the claim for additional cost or Contract time is based has been completed, the Design-Builder will, within thirty (30) calendar days, submit Design-Builder's written claim, together with all supporting documentation required by Owner, to the Owner. Such claim by the Design-Builder, and the fact that the Owner has kept strict accounting of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim. Owner shall provide Design-Builder with a written response to such claims within ninety (90) calendar days of Owner's receipt.
- 7.1.5 Pending final resolution of a claim, unless otherwise agreed in writing, the Design-Builder will proceed diligently, as directed by Owner, with performance of this Contract and maintain effective progress to complete the Work within the Contract time(s) set forth in the Contract Documents.
- 7.1.6 The acceptance of final payment by Design-Builder will constitute a waiver of all claims except those that are expressly identified as still pending in writing in the Design-Builder's final Application for Payment.
- 7.1.7 Final payment for this Contract by Owner does not constitute a waiver of Owner's rights arising from:
- 7.1.7.1 Latent defects;
  - 7.1.7.2 Terms of special warranties required by the Contract Documents;
  - 7.1.7.3 Failure of the Work to comply with the requirements of the Contract Documents;
  - 7.1.7.4 Claims, security interests or encumbrances arising out of this Contract and unsettled.

## **7.2 RESOLUTION OF CLAIMS AND DISPUTES**

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

- 7.2.1 Program Representatives' Meeting: Within five days (5) after a dispute occurs, the Design-Builder's senior program management personnel who have authority to resolve the dispute shall meet with the Owner's program representative who has authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.
- 7.2.2 Management Representatives' Meeting: If the Program Representatives' Meeting fails to resolve the dispute or if they fail to meet, a senior executive for the Design-Builder and for the Owner, neither of which have day to day program management responsibilities, shall meet, within ten days (10) after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.
- 7.2.3 Following the program Representatives' Meeting and the Management Representatives' Meeting, the Owner will review the Design-Builder's claims and may (1) request additional information from the Design-Builder which will be provided to Owner in a reasonable period of time, or (2) render a decision on all or part of the claim. The Owner will notify the Design-Builder in writing of the disposition of the claim within 10 days following the receipt of such claim or receipt of additional information requested.
- 7.2.4 If the Owner decides that the work relating to such claim should proceed regardless of the Owner's disposition of such claim, the Owner will issue to the Design-Builder a written directive to proceed. The Design-Builder will proceed as instructed, subject to the dispute resolution provisions of this Contract.
- 7.2.5 If any claim is made pursuant to this Contract, the Design-Builder will provide, at the Owner's request, all documents in support of the claim. If the Owner requests to review the Program Documents and the Design-Builder fails to provide them in a timely manner or has failed to preserve them, the claim by the Design-Builder will be deemed waived.



- 7.2.6 Documents in support of the claim referred to in this Article may be subject to an independent audit by the Owner. In the event the audit supports the Design-Builder's claim, the Owner will pay for the audit. In the event the audit does not support the Design-Builder's claim, the Design-Builder will pay for the audit.
- 7.2.7 The exclusive venue for any action initiated by either party associated with a claim or dispute will be in the appropriate State Court in and for the 13<sup>th</sup> Judicial Court for Hillsborough County, Florida or the U.S. District Court in the Tampa Division of the Middle District of Florida.

## **ARTICLE 8 TERMINATION OF THE CONTRACT**

- 8.1 This Contract may be terminated by the Owner with or without cause upon at least seven days written notice to the Design-Builder. Upon termination of this Contract there will be no further duty or obligation with regard to a Part 2 Contract.
- 8.2 In the event of termination by Owner without cause, the Design-Builder will be entitled to receive compensation for that portion of the cost attributable to the services and reimbursable expenses under this Contract earned through the date of termination. In addition, the Design-Builder is entitled to receive compensation for direct, out-of-pocket termination expenses. However, as a prerequisite to receiving such termination expenses, the Design-Builder is required to include language regarding entitlement to compensation for costs attributable to services, reimbursable expenses and out-of-pocket expenses in all purchase orders, subcontracts and other agreements it enters into to effectuate completion of this Contract. The Design-Builder will not be entitled to any further or additional compensation from the Owner, including but not limited to, damages or lost or anticipated profits on portions of the Work not performed.
- 8.3 In the event of termination for cause, the Owner may retain all payments due to the Design-Builder at the date of termination until all of the Owner's damages have been established and deducted from payments due. To the extent Owner's damages exceed the payments due Design-Builder, such excess will be paid by Design-Builder to Owner within ten days of Owner's written demand for same to Design-Builder.
- 8.4 Upon 30 days written notice to Owner, the Design-Builder may terminate this Contract only if the Design-Builder is not in default of any term, provision, or covenant of this Contract, and only upon or after the occurrence of the inability of Design-Builder to perform work for a period of longer than 90 consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over the Owner preventing Design-Builder from operating its business for a period of longer than 90 consecutive days; provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Design-Builder.

- 8.5 In the event this Contract is terminated or in the event that a Part 2 Contract is not executed, Owner will be entitled to retain and use all Program Documents furnished or prepared by or for the Design-Builder or design professionals employed or retained by the Design-Builder as set forth in Paragraph 3.1, subject to Paragraph 1.3.6(B) of this Contract.
- 8.6 In the event the Owner terminates Design-Builder for cause pursuant to this Article 8 and it is later determined that such termination was not proper or such termination right was not otherwise available to the Owner, such termination will be deemed a termination without cause and Design-Builder's rights and remedies will be limited to those set forth in Paragraph 8.2 above.
- 8.7 In the event of termination, the Design-Builder consents to Owner's selection of a successor design-builder of the Owner's choice to assist the Owner in completing the Program, provided that (1) for a termination for cause, the Owner exercises its rights in good faith, and (2) for any termination for convenience, the Owner makes all payments due to Design-Builder under this Contract. The Design-Builder further agrees to cooperate and provide any information reasonably requested by the Owner in connection with the completion of the Program and consents to and authorizes the making of any reasonable changes to the Design-Builder's instruments of service by the Owner and successor design builder as the Owner may desire. In the event that the Design-Builder is terminated and a successor design-builder is employed to complete the Program, the Design-Builder shall not be liable for the successor design-builder's work. However, the Design-Builder remains liable under this Contract for all its acts and omissions up to and including the date of termination and subsequent provision of any information required to be provided under this provision.

## **ARTICLE 9 BASIS OF COMPENSATION**

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

The amount for the performance of basic services required under this Contract and costs identified as reimbursable expenses will be in a not-to-exceed amount of Eight Hundred Four Thousand Six Hundred Fifty Eight and No One-Hundredth Dollars (\$804,658.00), which includes all fees for subconsultants.

### **9.1 COMPENSATION FOR BASIC SERVICES**

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

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

- 9.1.2 Upon receipt of payment from the Owner, the Design-Builder will promptly pay each licensed design professional and each subcontractor out of the amount paid to the Design-Builder, for such licensed design professional's and subcontractor's portion of the Work. The amount to which said licensed design professional and subcontractor is entitled should reflect percentages actually retained from payments to the Design-Builder on account of such licensed design professional's and subcontractor's portion of the Work. The Design-Builder will, by appropriate contract with each licensed design professional and each subcontractor, require each licensed design professional and each subcontractor to make payments to their respective subconsultants and sub-subcontractors in a similar manner.
- 9.1.3 The Design-Builder agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Design-Builder receives from the Owner. The Design-Builder agrees further to release retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written notice to the Owner. This clause applies to both W/MBE and non-W/MBE subcontractors.
- 9.1.4 Invoiced amounts will be based on the Design-Builder's and subconsultant's most recent audited overhead rates or agreed upon overhead rates, personnel direct labor rates, negotiated profits and actual time billed to the Project as substantiated by backup acceptable to the Owner and supported by monthly progress reports.
- 9.1.5 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 9.1.6 All subconsultant and subcontractor contracts must be submitted at time of billing. Subconsultant and subcontractor contracts must include a provision providing the Owner the same rights to audit all of Design-Builder's subconsultant and subcontractor contracts entered into by it to effect Project completion.
- 9.1.7 An employee basic services spreadsheet based on the fee and scope proposal in Excel format listing the employee's name, employee's classification and employee's raw rate must be submitted before the Design-Builder's invoice submittal. If there are changes such as new employees, new classification or new raw rate, then an updated basic services spreadsheet in Excel format is required to be submitted. New rate tables must be approved by the Owner.

- 9.1.8 Basic services invoices that are submitted with a Design-Builder's invoice that are older than 90 days before the submission date will not be reimbursed.
- 9.1.9 Timesheets are required as supporting backup for all basic services invoice amounts. Hours billed must be clearly identified.
- 9.1.10 Overtime for all basic services must be pre-approved by the Owner.
- 9.1.11 Basic services must be organized using standard separators to identify the basic services being billed.
- 9.1.12 Rebalancing between tasks or fees must be requested with the first overage billing, along with an explanation for the overage and confirmation that the total Contract amount will not be exceeded. Proposed supporting sheets are to be submitted at the request for rebalancing.
- 9.1.13 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final professional service invoice.
- 9.1.14 If deficiencies are found, a standard deficiency e-mail will be sent to the Design-Builder to resolve. Design-Builder will have 24 hours to resolve such deficiency. If the deficiency is not resolved within that time, the Design-Builder's invoice will be returned.
- 9.1.15 Owner has the right to withhold payment for amounts in dispute in any invoice. All undisputed amounts in any invoice shall be paid in accordance with applicable law and this Contract.

## **9.2 COMPENSATION FOR ADDITIONAL SERVICES**

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

## **9.3 REIMBURSABLE EXPENSES**

- 9.3.1 Reimbursable expenses will be supported by submitted and approved invoices.
- 9.3.2 The Design-Builder will be reimbursed at cost for all expenses (provided that travel and subsistence will be reimbursed in accordance with the Owner's travel policy), in an amount not to exceed the maximum reimbursable amount. As specified hereinafter, the Design-Builder's reimbursable expenses will include only:

- 9.3.2.1 The cost of securing a geotechnical engineering firm which will perform all soils and sub-surface investigations, tests, reports and recommendations required for the design of the Program.
- 9.3.2.2 The cost of boundary surveys, topographic surveys, land surveys, establishment of boundary and monuments, field surveys, photogrammetry, control staking and related office computations and drafting.
- 9.3.2.3 The cost of outside special consultants to advise and assist Design-Builder throughout the Program.
- 9.3.2.4 The actual cost of reproduction and distribution of review plans and specifications and the Program Documents required for the securing of bids or quotes for the assigned Work and for the use of the Design-Builder, subcontractors, testing laboratories, and others having the need for such documents during this Contract.
- 9.3.2.5 All costs for long distance telephone calls, postage and overnight express delivery and couriers related to the Program.
- 9.3.2.6 Expenses for parking at Tampa International Airport and transportation related to the Program 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 Program is required. All travel expenses will be reimbursed in accordance with the Owner's policy P412, Travel and Business Development Expenses as may be amended from time to time. Only travel expenses incurred in the performance of the Work are reimbursable. The most efficient and economical means of transportation is required. All travel must be pre-approved by the Owner. Employee expense sheets are required as well as supporting originals or legible copies of all receipts.
- 9.3.2.7 Materials for renderings, study models, film and processing expenses.
- 9.3.2.8 The costs of all required review fees required by and paid to agencies having jurisdiction. This does not include impact or development fees paid directly by the Owner or building permit fees paid by the Design-Builder.
- 9.3.2.9 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 9.3.2.10 All subconsultant signed contracts must be submitted at time of billing. Subconsultant contracts must include a provision providing the Owner the

same rights to audit at the subconsultant level in all of its subconsultant contracts executed to effect Project completion.

- 9.3.2.11 Receipts/Invoices that are submitted with a professional service invoice that are older than 90 days before the submission date will not be reimbursed.
- 9.3.2.12 Mileage within the Tri-County Area (Hillsborough, Pinellas, Pasco) will not be reimbursed. Mileage is part of travel which must be pre-approved by the Owner.
- 9.3.2.13 Original or legible copies of receipts/invoices that have not been altered are required for reimbursement. Receipts/Invoices must be identified by employee and employer, and include justification of expense.
- 9.3.2.14 Equipment purchased for and paid by the Owner must be identified when being paid so that an Asset Tag can be attached to that equipment. A detail listing in Excel format must be submitted with the invoice when equipment is purchased.
- 9.3.2.15 The following expenses shall not be reimbursable:
  - 9.3.2.15.1 Purchases of alcohol.
  - 9.3.2.15.2 Meals for Owner or local consultant staff members.
  - 9.3.2.15.3 Unreasonable photocopying costs or any photocopying costs for administrative and billing work.
  - 9.3.2.15.4 Clerical, secretarial or general administrative time with the exception of technical typing of specifications or technical reports and personnel assigned to Design Professional's field office.
  - 9.3.2.15.5 Computer system time for any design or administrative work.
  - 9.3.2.15.6 Interest expenses.
  - 9.3.2.15.7 Any type of markup over the actual cost of any item otherwise reimbursable, unless specifically agreed to elsewhere.
  - 9.3.2.15.8 Expendable supplies unless authorized in advance by the Owner.
  - 9.3.2.15.9 Entertainment and personal expenses of any kind.
  - 9.3.2.15.10 Costs incurred by the Design-Builder as a result of, or to cure, any breach or violation of this Contract.
  - 9.3.2.15.11 Any part of the Design-Builder's capital expenses.
  - 9.3.2.15.12 Amounts required to be paid by Design-Builder for federal, state or local income or franchise taxes.
  - 9.3.2.15.13 Costs of subconsultants not pre-approved in writing by Owner.
  - 9.3.2.15.14 Costs to comply with Article 6.
  - 9.3.2.15.15 Unless pre-approved in writing by the Owner, time spent in travel.

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

#### **9.4 INVOICES AND RECORDS**

- 9.4.1 Invoices for services must be submitted by the twenty-fifth of each month. Invoices, verified to the satisfaction of the Owner, will be paid by the twenty-fifth of the following month. The Design-Builder will submit with each invoice two originals and two copies of a detailed accounting of the value of Work performed to date by certified Disadvantaged Business Enterprises (DBE). This accounting will include the names and addresses of DBEs that have participated, a description of the work each named DBE has performed and the value of work performed by each named DBE. Whenever compensation is paid to the Design-Builder on a reimbursable basis, records as to the direct expense must be kept on a generally accepted accounting basis and must be submitted with each invoice to the Owner. In addition, the Design-Builder will submit with each invoice a detailed accounting of the value of Work performed to date by their design professionals and subcontractors. This accounting will include the names and addresses of their design professionals and subcontractors that have participated, a description of the work each named design professional and subcontractor has performed and the value of work performed by each named design professional and subcontractor.

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

## **ARTICLE 10 INSURANCE**

### **10.1 DESIGN-BUILDER'S INSURANCE**

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



its subcontractors and subconsultants and have all applicable policies endorsed to name the Owner, members of the Owner’s governing body, and the Owner’s officers, volunteers and employees named Additional Insureds.

10.1.2 Workers' Compensation / Employer's Liability Insurance

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

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

10.1.3 Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) without exclusion for independent contractors, XCU, or broad form property damage, covering the work performed pursuant to this Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Design-Builder under this Contract or the use or occupancy of Owner premises by, or on behalf of, the Design-Builder in connection with this Contract. Coverage for Products and Completed Operations shall remain in force for a period of three years following substantial completion in the amount of \$1,000,000. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insured coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

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

10.1.4 Business Auto Liability Insurance

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

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

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

10.1.5 Professional Liability

Such insurance will be maintained throughout the Program and for five years following substantial completion of the design phase by the Design-Builder. Any deductible amount over \$50,000 must be approved in writing by the Owner. This policy shall be endorsed to include contractual liability. Coverage will include all work of the Design-Builder, including but not limited to, areas with possible environmental impact, without any exclusions, unless approved in writing by the Owner. Coverage shall remain in force for a period of three years following substantial completion of the design phase in the amount of \$1,000,000. The limits of coverage will not be less than:

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

10.1.6 Environmental Impairment (Pollution) Liability:

N/A

10.1.7 Cyber Liability & Data Storage:

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

The minimum limits of liability shall be:

Each Occurrence \$1,000,000  
Annual Aggregate \$1,000,000  
Event Management Expenses \$1,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of services provided and such claims-made coverage must respond to all claims

reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

#### 10.1.8 Waiver of Subrogation

The Design-Builder, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Contract, waives all rights against the Authority, members of Authority's governing body and the Authority's officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Design-Builder.

#### 10.1.9 Conditions of Acceptance

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

### **ARTICLE 11 INDEMNITY**

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

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

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

negligence, acts of omissions of the Owner, its members, officers, agents, employees, and volunteers.

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

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

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

11.3 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Design-Builder agrees to the following: To the maximum extent permitted by Florida law, Design-Builder will indemnify and hold harmless the Owner, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Design-Builder and persons employed or utilized by the Design-Builder in the performance of this Contract.

11.4 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract or (iii) \$1,000,000.00. Otherwise, the

obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

11.5 Design-Builder's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against the Owner, its members, officers, agents, employees, and volunteers is fully and finally barred by the applicable statute of limitations or repose.

11.6 Nothing in this Article or Contract will be construed as a waiver of any immunity from or limitation of liability the Owner, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

11.7 The Owner and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Design-Builder of any of its obligations under this Article.

11.8 If the above Article 11.1-11.7 or any part of Article 11.1-11.7 is deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

## **ARTICLE 12 SUCCESSORS AND ASSIGNS**

12.1 The Owner and Design-Builder respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, and assigns of such other party with respect to the covenants of this Contract.

12.2 Except as hereinafter provided, neither party to this Contract will assign or sublet this Contract, in whole or in part, without the written consent of the other, nor will the Design-Builder assign any monies due, or to become due, hereunder without the previous written consent of the Owner. If the Design-Builder attempts to make such assignment or sublet without such consent, the Design-Builder will nevertheless remain legally responsible for all obligations under this Contract.

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

## **ARTICLE 13 TRUTH IN NEGOTIATIONS**

The Design-Builder certifies that the wage rates and other factual unit costs supporting the compensation described herein are accurate, complete and current as of the date of this Contract, and that the original compensation and any additions thereto will be adjusted to

exclude any significant sums where the Owner determines the lump sum amount was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Contract adjustments must be made within one year following the end of this Contract.

**ARTICLE 14  
PROHIBITION AGAINST CONTINGENT FEES**

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

**ARTICLE 15  
PROHIBITED INTEREST**

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

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

**ARTICLE 16  
CONTRACT MADE IN FLORIDA**

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

**ARTICLE 17  
PUBLIC ENTITY CRIME CERTIFICATION**

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

Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**ARTICLE 18  
NON-DISCRIMINATION**

18.1 During the performance of this Contract, the Design-Builder, for itself, its assignees and successors in interest, agrees as follows:

18.1.1 The Design-Builder will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Contract.

18.1.2 Civil Rights. The Design-Builder, with regard to the work performed by it under the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Design-Builder will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21. During the performance of this Contract, Design-Builder, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

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

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

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

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

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

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

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

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

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

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

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

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



- 18.1.3 In all solicitations either by competitive bidding or negotiation made by the Design-Builder for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by the Design-Builder of the Design-Builder's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 18.1.4 The Design-Builder will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Owner or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Design-Builder is in the exclusive possession of another who fails or refuses to furnish this information, the Design-Builder will so certify to the Owner or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 18.1.5 In the event of the Design-Builder's non-compliance with the non-discrimination provisions of this Contract, the Owner will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to the Design-Builder under this Contract until the Design-Builder complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.
- 18.1.6 The Design-Builder will include the provisions of Paragraphs 18.1.1 through 18.1.5 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Design-Builder will take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the Design-Builder becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Design-Builder may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Design-Builder may request the United States to enter into such litigation to protect the interests of the United States.
- 18.1.7 Design-Builder assures that, in the performance of its obligations under this Contract, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Design-Builder, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed,

color, national origin, or sex. Design-Builder, if required by such requirements, will provide assurances to the Owner that Design-Builder will undertake an affirmative action program and will require the same of its subconsultants.

**ARTICLE 19**  
**DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES**

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

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

which will be enforceable under the terms of this Contract. The Design-Builder will demonstrate that they will subcontract to certified DBEs certified by the Florida Unified Certification Program (FLUCP) at least 73.5% of the dollar amount of the design fees earned under this Contract, or clearly demonstrate in a manner acceptable to the Owner its good faith efforts to obtain certified DBE subcontractors.

- 19.5 Monitoring: Owner will monitor the ongoing good faith efforts of Design-Builder in meeting the requirements of this Article. Owner will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Design-Builder and the DBE participant, and other records pertaining to DBE participation, which Design-Builder will maintain for a minimum of three years following the end of this Contract. Opportunities for DBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the DBE requirement is warranted. Without limiting the requirements of this Contract, Owner reserves the right to review and approve all sub-leases or subcontracts utilized by Design-Builder for the achievement of these goals.
- 19.6 Prompt Payment: Design-Builder agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than 10 calendar days from the receipt of each payment Design-Builder receives from Owner. Design-Builder agrees further to release retainage payments to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Owner. This clause applies to both DBE and non-DBE subcontractors.
- 19.7 Reporting Requirements: Design-Builder agrees that within 15 calendar days after the expiration of each calendar month during the term of this Contract, it will provide a DBE Monthly Utilization Report to Owner's DBE Program Manager calculated in accordance with the requirements of 49 CFR Part 26. If the required DBE participation is not met, Design-Builder will explain in the DBE Monthly Utilization Report the reasons for its failure to meet the prescribed goal and the strategy Design-Builder proposes to meet the DBE goal. All firms interested in participating in contracting/subcontracting opportunities as a DBE must be certified as eligible DBEs before said business enterprises begin their portion of the Contract work. Only certified DBEs will count toward the DBE goal. If the Design-Builder fails to achieve the DBE goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.
- 19.8 Design-Builder agrees to indemnify the Owner from the loss of any funds or other damages that may result from Design-Builder's failure to achieve the DBE goals set forth herein or to establish a good faith effort to do so, including attorneys' fees and costs associated with said failure by Design-Builder or good faith investigation by Owner. Failure of Design-Builder to make a good faith effort to achieve DBE goals will be a material breach of this Contract. The determination of whether Design-Builder's efforts were made in good faith will be made by the Owner. At 50% completion, a plan of action properly reflecting

anticipated DBE achievement of the commitment is required to be submitted to the Owner.

19.9 In the event of the Design-Builder's non-compliance with the Owner's DBE Policy and Program or failure to meet the prescribed DBE goal set forth in this Article, or to establish a good faith effort to do so, the Owner, after due process, will impose such Contract sanctions as the Owner may determine to be appropriate including but not limited to:

19.9.1 Withholding of payments to the Design-Builder under this Contract until the Design-Builder complies; and/or

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

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

## **ARTICLE 20 BUY AMERICAN ASSURANCE**

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

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

## **ARTICLE 21 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

This Contract will be terminated in accordance with Florida Statute Section 287.135(3) if it is found that the Design-Builder submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or 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.

## **ARTICLE 22 E-VERIFY REQUIREMENT**

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status), all agencies under the direction of the Governor are to include as a condition of all state contracts for the provision of goods or services to the state in

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

**ARTICLE 23  
COMPLETE CONTRACT**

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

**ARTICLE 24  
NO WAIVER**

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

**ARTICLE 25  
NO EQUITABLE ADJUSTMENT**

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

**ARTICLE 26  
CONTRACT**

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

[THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

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

By the Design-Builder this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

**HCBeck, Ltd., a Texas limited partnership**

\_\_\_\_\_

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

Title: Regional Director

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

\_\_\_\_\_  
Print Address

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

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

**Notary for HCBeck, Ltd.**

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017,  
by \_\_\_\_\_ in the capacity of \_\_\_\_\_,  
of \_\_\_\_\_ a \_\_\_\_\_  
(Name of organization or company, if any) (Corporation / Partnership / Sole Proprietor / Other)  
on \_\_\_\_\_ behalf. \_\_\_\_\_  
(Its / His / Her) (They are / He is / She is) (Personally known to me /not personally known to me)  
\_\_\_\_\_ and \_\_\_\_\_ take an oath.  
and has produced the following document of identification) (they / he / she) (did / did not)

(Seal of Notary)

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

By the Authority this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

*(Affix Corporate Seal)*

By: \_\_\_\_\_  
Robert I. Watkins, Chairman

**ATTEST:**

\_\_\_\_\_  
Victor D. Crist, Secretary

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

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

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

**Notary for Hillsborough County Aviation Authority**

**STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Robert I. Watkins, in the capacity of Chairman, and by Victor D. Crist in the capacity of Secretary, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

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

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



# AIRPORT SECURITY SYSTEMS REPLACEMENT

MASTER PLAN SCOPE OF WORK  
HILLSBOROUGH COUNTY AVIATION AUTHORITY  
JULY 18, 2017



THINK.  
DESIGN.  
BUILD.







THINK.  
DESIGN.  
BUILD.

July 18, 2017

Mr. James Hanney  
Purchasing Manager  
Hillsborough County Aviation Authority  
Tampa International Airport  
4160 George J. Bean Parkway  
Administrative Offices Building, Suite 2400  
Tampa, FL 33607

RE: Airport Security Systems Replacement Master Plan  
HCAA Project Nos. 8805 17 & 6495 17  
Part 1 Design Builder's Fee and Scope Proposal, Revision 02

Dear Mr. Hanney:

The Beck Group is pleased to present Revision 02 for Part 1 Design-Builder's Fee and Scope Proposal for the Hillsborough County Aviation Authority's Airport Security Systems Replacement Master Plan Project. Revisions are based on comments received in the July 12, 2017 scope review meeting and subsequent comments.

Attached to this memo you will find the following:

1. Part 1 – Scope of Work Narrative
2. Exhibit A – Sample Video Analytics Coverage Map
3. Exhibit B – Sample Roadmap and Recommendations Report
4. Exhibit C – Master Planning Schedule
5. Rate Sheet for Design-Build Team
6. Fee Summary Spreadsheet
7. Fee Breakdown and Corresponding Backup

The revised total anticipated DBE percentage for Part 1 is 73.55%.

We are very excited to be a part of this significant project and look forward to a successful implementation and completion.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan Wilson".

Bryan Wilson, AIA  
Project Director

## OVERVIEW

The primary objective of HCAA Airport Security is to ensure the protection and safeguarding of passengers, crew, ground personnel, the general public and facilities at HCAA airports, placing Airport Security at the forefront of nearly all aspects of operations. The proper design and implementation of both physical security infrastructure as well as supporting security technology systems is vital to maintaining security objectives.

Airport Security utilizes and interacts with many different, and often non-integrated or partially integrated systems that were initially implemented to support specific requirements; such as access control/badging system (ACS), CCTV, fingerprinting, interactive employee training (IET) system, and automated visual docking and guidance systems (AVDGS). In addition, alarms are monitored from police dispatch, which relies on the ACS and CCTV systems to support alarm dispatch and response. These systems need to be addressed, looking at the effectiveness of the technology systems and their long-term ability to support all of HCAA security and growth objectives. The nature and complexity of the security threats to airports have grown in complexity requiring technology systems and physical infrastructure deterrents to be increasingly flexible to allow change as the threat changes. Additionally, the complexity of current and anticipated TSA regulations for airport credentialing require planning and guidelines for the implementation of robust identity management systems. This leads to the need for a comprehensive Security Master Plan that focuses on HCAA's security challenges, roles and functions, and how physical and technology security systems can best support the operational objectives.

The overall goal of the Security Master Plan (SMP) will be to identify risks and vulnerabilities in the existing security environment and technologies. This information will help create a recommendation plan for projects that will lead to establishing security operations at Tampa International Airport, ultimately improving situational awareness and enhanced operational effectiveness, response and compliance. The SMP will identify which recommendations are TSA mandated, non-TSA mandated and identify funding that may be available for these recommendations.

## DESIGN-BUILD TEAM



**Design-Builder:**  
HCBeck, Ltd.

**Architect:**  
Beck Architecture, LLC



**Lead Security Design Consultant:**  
Faith Group, LLC



**Electrical Engineer/Security Implementation Consultant Security:**  
Voltair Consulting Engineers

## SYSTEM ELEMENTS OF THE SECURITY MASTER PLAN

The following is a breakdown of the various elements of the Security Master Plan which are to be evaluated at Tampa International Airport:

1. Video Surveillance System (VSS) coverage upgrade and expansion needs
  - Coverage requirements
    - Jet bridges
    - Visual Guidance Docking System camera integration
    - Warehouse
    - Parking garage
    - Gate entrances
    - Automated Visual Docking and Guidance System (AVDGS) integration
    - Perimeter buildings (focus on AOA access)
    - Parking lots – security assessment
    - 3rd party fuel farm – security assessment
    - NE perimeter coverage assessment
  - Video analytics – needs assessment
    - Assess areas for potential use of video analytics
    - Definition of pixel per foot (PPF) requirements needed for
      - High traffic/critical areas
      - Customs Border Patrol integration to FBI records for facial recognition
      - Definition of specific analytic requirements (which exceed typical PPF requirements) including active shooting, explosive detection, kinetic analysis, etc.
    - Assess increased bandwidth, storage and computing resource needs for potential uses of video analytics

2. Access Control System (ACS) upgrades, functional expansion needs and interoperability
  - ACS expansion needs
    - Jet bridges
    - Perimeter gates (reduction in perimeter portals for access)
    - Perimeter buildings (focus on AOA access)
  - Intercom connections for ACS doors
3. Security Systems Test Lab
  - Assess requirements for Test Lab
  - Provide recommendations on required space, adjacency to other resources, equipment/systems needed within the Test Lab
4. Network capacity, bandwidth, security and resilience assessment
  - Work with airport IT to assess the current state of the network and network infrastructure
  - Establish anticipated future needs based on CCTV, video analytics and ACS requirements
  - Provide recommendations for any architecture changes or capacity growth requirements
5. Badging/Identity Management System (IDMS) integration and requirements
  - IDMS needs assessment
  - FBI, Next Generation Identification (NGI) Rap Back integration
  - Parking card, key management and other integrations needs
  - Process assessment
6. Airport Perimeter Intrusion Detection (PIDS) assessment
  - Review Joint Vulnerability Assessment (JVA), camera coverage
  - Perform gate assessment
  - Perform perimeter assessment (site walk, photos)
  - Relate perimeter assessment to relevant technologies
    - Radar detection
    - Fence-based fiber detection
    - Buried fiber
    - Autonomous Vehicle/Robotics Response
      - Airborne drones
      - Land-based drones
    - IR/Long range camera detection
  - Provide PIDS recommendations
7. Physical security barriers
  - Review JVA
  - Assess security barriers relevant to JVA information and increased security risks
  - Provide recommendations for enhancing security barriers
8. AOA line security review
  - Maintenance facilities
  - Air cargo
  - Other buildings on the AOA
  - Provide assessment and recommendations on security in these areas
9. Critical Infrastructure impacts on security (power, water, sewer, roadways, rail, etc)
  - Assess critical infrastructure current state
  - Provide recommendations on improving security on critical infrastructure
  - Provide on improving resiliency of critical infrastructure and its potential impact on airport security and operations
10. Command center review
  - Security operations and monitoring
  - Security response
  - Security trending and data analysis
  - Command center migration overview
11. Security system governance
  - Security governance
  - Security system application specification
    - Regulatory requirements

## SCOPE OF WORK

We are proposing that the scope of work should be sequenced into a phased approach. The three phases outlined below represent the anticipated scope of work and indicate how the Security Master Plan elements detailed above are to be approached and developed. The design-build team will work closely with the HCAA project team and stakeholders as we investigate and evaluate each of the system elements listed above.

### **Phase 1 – The design-build team will validate existing systems and operations as follows:**

1. Collect and evaluate current information on security systems and HCAA design standards and preferences.
2. Conduct site investigations to confirm the collected information and verify as-built conditions and physical spaces. Results, including any necessary site surveys, will be documented and issued to HCAA in the form of updated as-built documentation. Site investigations will be coordinated around HCAA operations.
3. Collect and evaluate policies and procedures associated with existing systems implementation, operation, staffing and support. Organize findings of this effort to use in stakeholder interviews.
4. Conduct interviews with airport stakeholders such as Security Access Control, Compliance, Airport Police Department, Badging Office and any other necessary departments/personnel in order to document current operational, functional requirements and user preferences.
5. Confirm list of HCAA current specialty contractors/system integrators for each current system and interview each member for additional information. The team will document current roles and responsibilities associated with maintenance of security related systems, technologies, policies and procedures.
6. Produce and present initial assessment report of systems and operations based on efforts above.

### **Phase 2 – The design-build team will perform a system gap analysis and develop proposed solutions as follows:**

1. Based on the assessment report, the design-build team will identify and document system gaps that currently exist and/or may exist with future development. Findings and report to be presented to project team for discussion.
2. Design-build team conducts site workshops with the HCAA and stakeholders to identify potential improvements associated with current systems and operations. The proposed workshops would be:
  - Technology related security systems including credentialing, physical identity and access management, alarm monitoring, incident management and systems integration.
  - CCTV enhancements and potential/anticipated usage of analytics.
  - Physical security enhancements pertaining to terminal buildings, perimeter security.
  - Policies and procedures.
3. Develop alternative approaches based on existing conditions, current systems and procedures, and future identified needs and capabilities.
4. Explore how new and existing technology systems will integrate with each other. Identify upgrades to systems, and physical spaces needed to support deployment of new processes and technology identified.
5. Review proposed approaches for constructability, budget impacts and potential risks.
6. Develop design concepts and conduct project workshops to narrow alternatives.
7. Finalize and present Security Master Plan gap analysis and alternatives report based on the efforts above.

### **Phase 3 – The design-build team will develop and issue the Security Master Plan Recommendations and Roadmap Report for HCAA Board review and approval.**

1. Upon completion of Phase 2, the team will develop a 'SMP Recommendations and Roadmap Report'. This report will outline tasks, projects and infrastructure improvements needed to support the desired operational, system and physical improvements. In addition, this report will include preliminary schedule and budget estimates in order to plan the multi-year Security Master Plan. The report will be organized by the various elements of the SMP that are listed in the Scope section above. Please see Exhibit A and Exhibit B for samples completed at similar airports.
2. Presentation of SMP report to HCAA project team. Based on comments received, finalize the SMP report for submission to the HCAA Board.

## DATA AND RESOURCES TO BE PROVIDED BY HCAA

- Current security operation policies and procedures.
- Current concept of operations documents for security department.
- Existing conditions drawings of the command center facility.
- Security incidents reports over the past 24 months.
- Support in obtaining system documentation and equipment location drawings.
- Support with on-site walk-through and collection of data from 3rd party vendors.
- Support in establishing stakeholders meeting.

## DATA AND RESOURCES TO BE PROVIDED BY OTHERS

- Current specialty contractors to provide existing conditions drawings and documents associated with technology systems including access control, CCTV and related technology systems, if not available directly through HCAA.

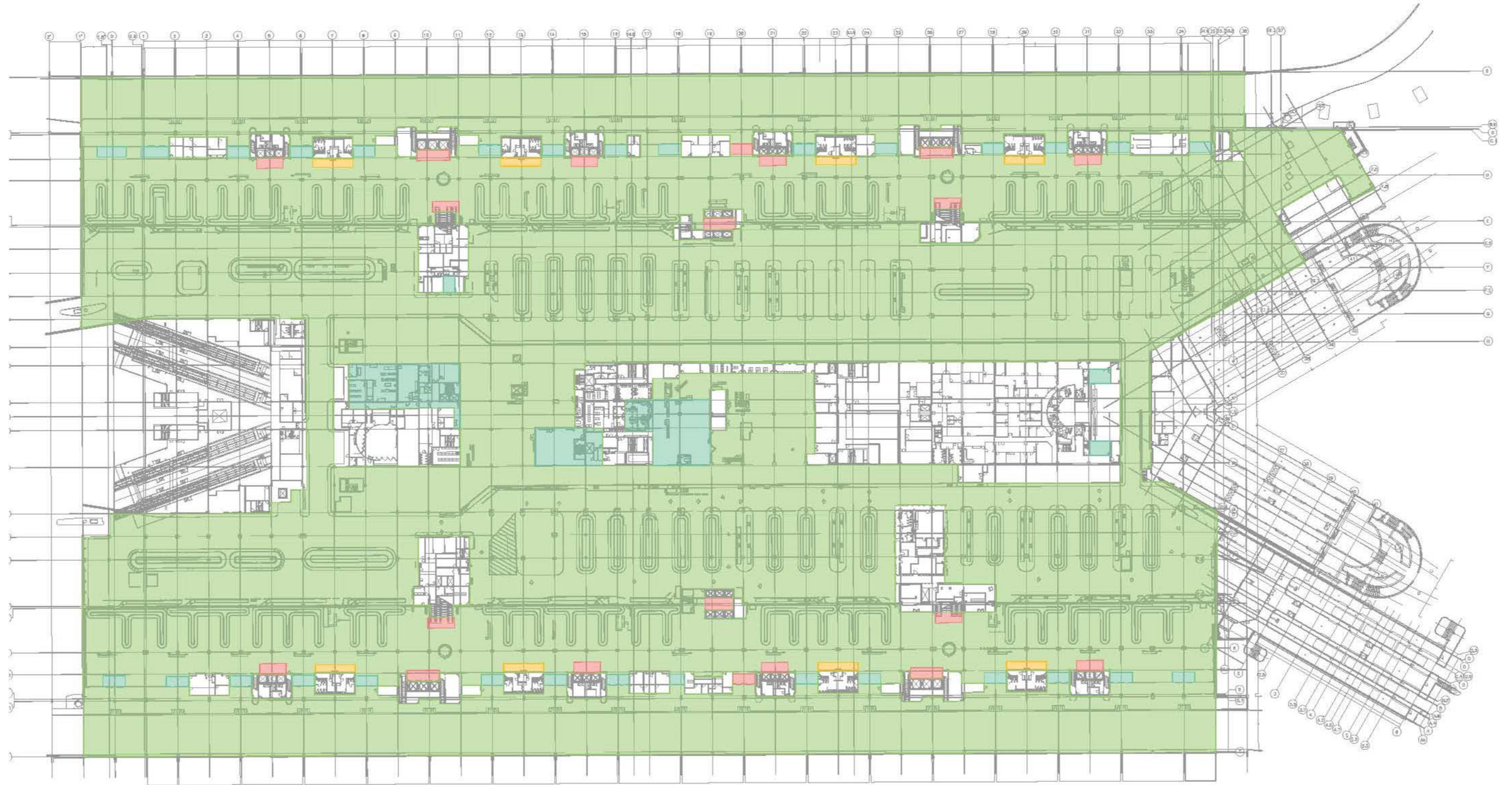
## DELIVERABLES

- Initial Assessment Report.
- Gap Analysis and Alternatives Report.
- SMP Recommendations and Roadmap Report.
- Preliminary Cost Budget Report by April 30, 2018.

## TIME TO COMPLETE (IN CALENDAR DAYS)

- Approximately 270 days. Please see Exhibit C.





LANDSIDE BAGGAGE LEVEL  
JUNE 28, 2017

- LEGEND:
- OBSERVATION
  - RECOGNITION
  - IDENTIFICATION
  - ACCEPTABLE EXISTING



EXHIBIT C: MASTER PLANNING SCHEDULE

PHASE	TOTAL MONTHS	SEP-17	OCT-17	NOV-17	DEC-17	JAN-18	FEB-18	MAR-18	APR-18	MAY-18
<b>PHASE I: VALIDATE EXISTING SYSTEMS AND OPERATIONS</b>	4.00									
Tampa International Airport										
<b>PHASE II: PERFORM SYSTEM GAP ANALYSIS AND DEVELOP PROPOSED SOLUTIONS</b>	2.50									
Tampa International Airport										
<b>PHASE III: DEVELOP AND ISSUE SMP RECOMMENDATION AND ROADMAP REPORT FOR MASTER PLAN</b>	2.50									
Tampa International Airport										



FEE ESTIMATE

HCAA AIRPORT SECURITY SYSTEMS REPLACEMENT



Project Fee Proposal - The Beck Group Team - Summary Sheet

Airport Security Systems Replacement

HCAA Project Numbers 8805 17 & 6495 17

7/18/2017

			0%	15%	30%	60%	90%	Part 1 Total	100%	Construction	Total	DBE % of Fee	
			Masterplanning	Schematic	Design Dev.	Design Dev.	Const. Docs		Final Docs	Administration			
Architecture, Engineering & Preconstruction Services													
1	HCBeck, Ltd.		\$ 206,079	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 206,079	-	
2	Faith Group, LLC.		\$ 465,733	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 465,733	57.88%	
3	Voltair Consulting Engineers, Inc.		\$ 49,986	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 49,986	6.21%	
	Design & Preconstruction Phase	Sub Total	\$ 721,798	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 721,798	64.09%	
Reimbursable Expenses & Allowances													
	HCBeck, Ltd.		\$ 7,000	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 7,000	-	
	Faith Group, LLC.		\$ 75,360	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 75,360	9.37%	
	Voltair Consulting Engineers, Inc.		\$ 500	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 500	0.06%	
	Allowances		\$ -	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ -	-	
	Reimbursable Expenses	Sub Total	\$ 82,860	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 82,860	9.43%	
Total Fee, Allowances, Reimbursable Expenses			\$ 804,658	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 804,658	73.52%	

RATE SHEET FOR DESIGN-BUILD TEAM

HCAA AIRPORT SECURITY SYSTEMS REPLACEMENT



Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
<b>The Beck Group</b>						
			<b>172.40%</b>	<b>10%</b>		
Bryan Wilson	Project Director	\$ 88.69	\$ 152.91	\$ 24.16	\$ 265.76	3.00
Chris Claytor	Project Manager	\$ 56.78	\$ 97.89	\$ 15.47	\$ 170.14	3.00
Mark Mendelson	Director of Preconstruction	\$ 90.00	\$ 155.16	\$ 24.52	\$ 269.68	3.00
Scott Brown	Project Architect	\$ 60.06	\$ 103.54	\$ 16.36	\$ 179.96	3.00
TBD	Architecture - Project Coordinator	\$ 36.70	\$ 63.27	\$ 10.00	\$ 109.97	3.00



Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
<b>Faith Group</b>						
			<b>157.70%</b>	<b>11%</b>		
Dave Koester	Senior Project Manager	\$ 90.00	\$ 141.93	\$ 25.51	\$ 257.44	2.86
Paul Koebbe	Senior Security Designer	\$ 64.42	\$ 101.59	\$ 18.26	\$ 184.27	2.86
Sal Mazzola	Senior Security Designer	\$ 67.31	\$ 106.15	\$ 19.08	\$ 192.54	2.86
Harold Flamenbaum	Senior Security Engineer	\$ 61.54	\$ 97.05	\$ 17.44	\$ 176.03	2.86
Rick Adams	Network Systems Designer	\$ 55.28	\$ 87.18	\$ 15.67	\$ 158.13	2.86
Joe Fallon	Senior Security Designer	\$ 52.88	\$ 83.39	\$ 14.99	\$ 151.26	2.86
Debbie Schnuth	PM Support	\$ 28.50	\$ 44.94	\$ 8.08	\$ 81.52	2.86
Mike Cheston	Operations Security SME	\$ 85.00	\$ 134.05	\$ 24.09	\$ 243.14	2.86
Dave Fleet	Director of Consulting	\$ 69.71	\$ 109.93	\$ 19.76	\$ 199.40	2.86
Zach Varwig	Systems Analyst	\$ 43.27	\$ 68.24	\$ 12.27	\$ 123.77	2.86
Faith Varwig	Principal	\$ 115.00	\$ 181.36	\$ 32.60	\$ 328.95	2.86
Rachelle May	Senior Electrical Engineer	\$ 62.50	\$ 98.56	\$ 17.72	\$ 178.78	2.86



Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
<b>Voltair Consulting Engineers</b>						
			<b>154.00%</b>	<b>10%</b>		
John Jennings	Senior Security Designer	\$ 44.79	\$ 68.98	\$ 11.38	\$ 125.14	2.79

MASTERPLANNING SERVICES FEE

HCAA AIRPORT SECURITY SYSTEMS REPLACEMENT



Project Fee Proposal - The Beck Group							
Airport Security Systems Replacement							
HCAA Project Numbers 8805 17 & 6495 17							
7/18/2017							
Scope/Task		Project Director	Project Manager	Director of Precon	Project Architect	Achitecture - Project Coordinator	Total
		Hours	Hours	Hours	Hours	Hours	
<b>Masterplanning Services @ Tampa International Airport</b>							
<b>Task - SMP</b>	<b>PHASE I - Validate Existing Systems and Operations</b>						
PI_1	Video Surveillance System (VSS)	20	20	5	5	5	55
PI_2	Access Control System (ACS)	7	7	2	2	2	20
PI_3	Security System Test Lab	6	6	2	2	2	17
PI_4	Network Capacity, Bandwidth, Security and Resilience Assessment	14	14	3	3	3	37
PI_5	Badging/Identity Management System (IDMS)	12	12	3	3	3	34
PI_6	Airport Perimeter Intrusion Detection (PIDS)	38	38	10	10	10	105
PI_7	Physical Security Barriers	6	6	2	2	2	17
PI_8	AOA Line Security Review	12	12	3	3	3	34
PI_9	Critical Infrastructure Impacts on Security	7	7	2	2	2	18
PI_10	Command Center Review	7	7	2	2	2	21
PI_11	Security System Governance	8	8	2	2	2	23
<b>Subtotal A - Phase I Hours</b>		<b>139</b>	<b>139</b>	<b>35</b>	<b>35</b>	<b>35</b>	<b>382</b>
<b>Masterplanning Services @ Tampa International Airport</b>							
<b>Task - SMP</b>	<b>PHASE II - System Gap Analysis &amp; Alternatives</b>						
PI_1	Video Surveillance System (VSS)	10	5	13	5	3	36
PI_2	Access Control System (ACS)	6	3	8	3	2	22
PI_3	Security System Test Lab	3	2	4	2	1	12
PI_4	Network Capacity, Bandwidth, Security and Resilience Assessment	7	3	8	3	2	23
PI_5	Badging/Identity Management System (IDMS)	9	4	11	4	2	31
PI_6	Airport Perimeter Intrusion Detection (PIDS)	21	11	27	11	5	75
PI_7	Physical Security Barriers	3	1	4	1	1	10
PI_8	AOA Line Security Review	9	5	12	5	2	32
PI_9	Critical Infrastructure Impacts on Security	5	3	6	3	1	18
PI_10	Command Center Review	7	4	9	4	2	26
PI_11	Security System Governance	5	2	6	2	1	17
<b>Subtotal B - Phase II Hours</b>		<b>87</b>	<b>43</b>	<b>109</b>	<b>43</b>	<b>22</b>	<b>304</b>
<b>Masterplanning Services @ Tampa International Airport</b>							
<b>Task - SMP</b>	<b>PHASE III - SMP Recommendations &amp; Roadmap Report</b>						
PI_1	Video Surveillance System (VSS)	14	9	3	6	3	34
PI_2	Access Control System (ACS)	6	4	1	2	1	14
PI_3	Security System Test Lab	5	3	1	2	1	12
PI_4	Network Capacity, Bandwidth, Security and Resilience Assessment	14	8	3	6	3	33
PI_5	Badging/Identity Management System (IDMS)	10	6	2	4	2	24
PI_6	Airport Perimeter Intrusion Detection (PIDS)	22	13	4	9	4	53
PI_7	Physical Security Barriers	4	2	1	2	1	9
PI_8	AOA Line Security Review	11	7	2	4	2	27
PI_9	Critical Infrastructure Impacts on Security	5	3	1	2	1	12
PI_10	Command Center Review	8	5	2	3	2	19

MASTERPLANNING SERVICES FEE

HCAA AIRPORT SECURITY SYSTEMS REPLACEMENT



Project Fee Proposal - The Beck Group							
Airport Security Systems Replacement							
HCAA Project Numbers 8805 17 & 6495 17							
7/18/2017							
Scope/Task		Project Director	Project Manager	Director of Precon	Project Architect	Achitecture - Project Coordinator	Total
PI_11	Security System Governance	9	6	2	4	2	22
<b>Subtotal C - Phase III Hours</b>		<b>109</b>	<b>65</b>	<b>22</b>	<b>43</b>	<b>22</b>	<b>260</b>
<b>Subtotal G - Total Hours</b>		<b>334.18</b>	<b>247.38</b>	<b>164.92</b>	<b>121.52</b>	<b>78.12</b>	<b>946.12</b>
	Rate	\$ 88.69	\$ 56.78	\$ 90.00	\$ 60.06	\$ 36.70	
	Subtotal Direct Labor	\$ 29,638	\$ 14,046	\$ 14,843	\$ 7,298	\$ 2,867	\$ 68,693
	Subtotal Burdened Labor @		3.00				\$ 206,079

MASTERPLANNING SERVICES FEE

HCAA AIRPORT SECURITY SYSTEMS REPLACEMENT



Project Fee Proposal - Faith Group, LLC														
Airport Security Systems Replacement														
HCAA Project Numbers 8805 17 & 6495 17														
7/18/2017														
Scope/Task		Senior Project Manager	Senior Security Designer	Senior Security Designer	Senior Security Engineer	Network Systems Designer	Senior Security Designer	PM Support	Operations Security SME	Director of Consulting	Systems Analyst	Principal	Senior Electrical Engineer	Total
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
<b>Masterplanning Services @ Tampa International Airport</b>														
<b>Task - SMP</b>	<b>PHASE I - Validate Existing Systems and Operations</b>													
PI_1	Video Surveillance System (VSS)	24	32	64	0	0	0	0	0	0	0	8	0	128
PI_2	Access Control System (ACS)	20	0	20	0	0	0	6	0	0	0	0	0	46
PI_3	Security System Test Lab	16	0	24	0	0	0	0	0	0	0	0	0	40
PI_4	Network Capacity, Bandwidth, Security and Resilience Assessment	24	0	12	0	48	0	3	0	0	0	0	0	87
PI_5	Badging/Identity Management System (IDMS)	24	0	36	20	0	0	0	0	0	0	0	0	80
PI_6	Airport Perimeter Intrusion Detection (PIDS)	24	16	20	0	76	84	24	0	0	0	0	0	244
PI_7	Physical Security Barriers	12	0	0	0	0	0	0	8	0	0	0	0	40
PI_8	AOA Line Security Review	28	0	32	0	0	20	0	0	0	0	0	0	80
PI_9	Critical Infrastructure Impacts on Security	12	0	0	0	0	0	0	0	0	0	0	30	42
PI_10	Command Center Review	16	0	0	0	0	0	0	24	8	0	0	0	48
PI_11	Security System Governance	8	0	0	12	0	0	12	6	8	0	8	0	54
	<b>Subtotal A - Phase I Hours</b>	<b>208</b>	<b>48</b>	<b>208</b>	<b>32</b>	<b>124</b>	<b>124</b>	<b>45</b>	<b>38</b>	<b>16</b>	<b>0</b>	<b>16</b>	<b>30</b>	<b>889</b>
<b>Masterplanning Services @ Tampa International Airport</b>														
<b>Task - SMP</b>	<b>PHASE II - System Gap Analysis &amp; Alternatives</b>													
PI_1	Video Surveillance System (VSS)	16	24	36	0	0	0	0	0	0	8	0	0	84
PI_2	Access Control System (ACS)	16	0	26	0	0	0	8	0	0	0	0	0	50
PI_3	Security System Test Lab	16	0	12	0	0	0	0	0	0	0	0	0	28
PI_4	Network Capacity, Bandwidth, Security and Resilience Assessment	12	0	8	0	34	0	0	0	0	0	0	0	54
PI_5	Badging/Identity Management System (IDMS)	16	0	28	20	0	0	0	0	0	8	0	0	72
PI_6	Airport Perimeter Intrusion Detection (PIDS)	24	8	20	12	32	52	16	0	0	0	0	10	174
PI_7	Physical Security Barriers	12	0	0	0	0	12	0	0	0	0	0	0	24
PI_8	AOA Line Security Review	16	0	35	0	0	24	0	0	0	0	0	0	75
PI_9	Critical Infrastructure Impacts on Security	12	0	0	0	0	0	0	0	0	0	0	30	42
PI_10	Command Center Review	20	0	0	0	0	0	0	24	8	0	8	0	60
PI_11	Security System Governance	16	0	0	12	0	0	0	12	0	0	0	0	40
	<b>Subtotal B - Phase II Hours</b>	<b>176</b>	<b>32</b>	<b>165</b>	<b>44</b>	<b>66</b>	<b>88</b>	<b>24</b>	<b>36</b>	<b>8</b>	<b>16</b>	<b>8</b>	<b>40</b>	<b>703</b>
<b>Masterplanning Services @ Tampa International Airport</b>														
<b>Task - SMP</b>	<b>PHASE III - SMP Recommendations &amp; Roadmap Report</b>													
PI_1	Video Surveillance System (VSS)	20	20	32	0	12	2	8	0	0	8	0	0	102
PI_2	Access Control System (ACS)	20	0	16	0	0	0	6	0	0	0	0	0	42
PI_3	Security System Test Lab	16	4	12	0	0	0	0	0	0	4	0	0	36
PI_4	Network Capacity, Bandwidth, Security and Resilience Assessment	20	0	8	0	36	8	8	0	0	0	0	20	100
PI_5	Badging/Identity Management System (IDMS)	20	0	28	15	0	0	0	0	0	0	8	0	71
PI_6	Airport Perimeter Intrusion Detection (PIDS)	24	4	16	8	44	64	0	0	0	0	0	0	160
PI_7	Physical Security Barriers	12	0	4	0	0	12	0	0	0	0	0	0	28
PI_8	AOA Line Security Review	20	0	36	0	0	24	0	0	0	0	0	0	80
PI_9	Critical Infrastructure Impacts on Security	12	0	0	0	0	0	0	0	0	0	0	24	36
PI_10	Command Center Review	20	0	6	0	0	0	0	24	8	0	0	0	58
PI_11	Security System Governance	18	0	0	12	0	0	8	16	4	0	8	0	66
	<b>Subtotal C - Phase III Hours</b>	<b>202</b>	<b>28</b>	<b>158</b>	<b>35</b>	<b>92</b>	<b>110</b>	<b>30</b>	<b>40</b>	<b>12</b>	<b>12</b>	<b>16</b>	<b>44</b>	<b>779</b>
	<b>Subtotal G - Total Hours</b>	<b>586.00</b>	<b>108.00</b>	<b>531.00</b>	<b>111.00</b>	<b>282.00</b>	<b>322.00</b>	<b>99.00</b>	<b>114.00</b>	<b>36.00</b>	<b>28.00</b>	<b>40.00</b>	<b>114.00</b>	<b>2,371.00</b>
	Rate	\$ 90.00	\$ 64.42	\$ 67.31	\$ 61.54	\$ 55.28	\$ 52.88	\$ 28.50	\$ 85.00	\$ 69.71	\$ 43.27	\$ 115.00	\$ 62.50	
	<b>Subtotal Direct Labor</b>	<b>\$ 52,740</b>	<b>\$ 6,957</b>	<b>\$ 35,742</b>	<b>\$ 6,831</b>	<b>\$ 15,589</b>	<b>\$ 17,027</b>	<b>\$ 2,822</b>	<b>\$ 9,690</b>	<b>\$ 2,510</b>	<b>\$ 1,212</b>	<b>\$ 4,600</b>	<b>\$ 7,125</b>	<b>\$ 162,844</b>
	<b>Subtotal Burdened Labor @</b>		<b>2.86</b>											<b>\$ 465,733</b>

MASTERPLANNING SERVICES FEE

HCAA SECURITY SYSTEMS REPLACEMENT



Project Fee Proposal - Voltair Consulting Engineers, Inc.			
Airport Security Systems Replacement			
HCAA Project Numbers 8805 17 & 6495 17			
7/18/2017			
Scope/Task		Senior Security Designer	Total
<b>Masterplanning Services @ Tampa International Airport</b>		Hours	
<b>Task - SMP</b>	<b>PHASE I - Validate Existing Systems and Operations</b>		
PI_1	Video Surveillance System (VSS)	60	60
PI_2	Access Control System (ACS)	60	60
PI_3	Security System Test Lab	20	20
PI_4	Network Capacity, Bandwidth, Security and Resilience Assessment	0	0
PI_5	Badging/Identity Management System (IDMS)	0	0
PI_6	Airport Perimeter Intrusion Detection (PIDS)	20	20
PI_7	Physical Security Barriers	20	20
PI_8	AOA Line Security Review	20	20
PI_9	Critical Infrastructure Impacts on Security	60	60
PI_10	Command Center Review	20	20
PI_11	Security System Governance	0	0
<b>Subtotal A - Phase I Hours</b>		<b>280</b>	<b>280</b>
<b>Masterplanning Services @ Tampa International Airport</b>		Hours	
<b>Task - SMP</b>	<b>PHASE II - System Gap Analysis &amp; Alternatives</b>		
PI_1	Video Surveillance System (VSS)	20	20
PI_2	Access Control System (ACS)	20	20
PI_3	Security System Test Lab	0	0
PI_4	Network Capacity, Bandwidth, Security and Resilience Assessment	0	0
PI_5	Badging/Identity Management System (IDMS)	0	0
PI_6	Airport Perimeter Intrusion Detection (PIDS)	10	10
PI_7	Physical Security Barriers	0	0
PI_8	AOA Line Security Review	10	10
PI_9	Critical Infrastructure Impacts on Security	10	10
PI_10	Command Center Review	0	0
PI_11	Security System Governance	0	0
<b>Subtotal B - Phase II Hours</b>		<b>70</b>	<b>70</b>
<b>Masterplanning Services @ Tampa International Airport</b>		Hours	
<b>Task - SMP</b>	<b>PHASE III - SMP Recommendations &amp; Roadmap Report</b>		
PI_1	Video Surveillance System (VSS)	10	10
PI_2	Access Control System (ACS)	10	10
PI_3	Security System Test Lab	0	0
PI_4	Network Capacity, Bandwidth, Security and Resilience Assessment	0	0
PI_5	Badging/Identity Management System (IDMS)	0	0
PI_6	Airport Perimeter Intrusion Detection (PIDS)	10	10
PI_7	Physical Security Barriers	0	0
PI_8	AOA Line Security Review	10	10
PI_9	Critical Infrastructure Impacts on Security	10	10
PI_10	Command Center Review	0	0
PI_11	Security System Governance	0	0
<b>Subtotal C - Phase III Hours</b>		<b>50</b>	<b>50</b>
<b>Subtotal G - Total Hours</b>		<b>400.00</b>	<b>400.00</b>
	Rate	\$ 44.79	
	Subtotal Direct Labor	\$ 17,916.00	\$ 17,916.00
	Subtotal Burdened Labor @	2.79	\$ 49,986

LIST OF EXPENSES AND ALLOWANCES

HCAA AIRPORT SECURITY SYSTEMS REPLACEMENT

Design and Bidding Expenses @ Masterplanning Stage Only

Firm	Expense	Unit Cost	Quantity	U.M.	Total
Faith Group	Travel - Project Manager	\$ 1,490.00	20	EA	\$ 29,800.00
Faith Group	Travel - Paul Koebbe	\$ 1,490.00	5	EA	\$ 7,450.00
Faith Group	Travel - Sal Mazzola Travel	\$ 1,490.00	8	EA	\$ 11,920.00
Faith Group	Travel - Harold Flamebaum	\$ 1,450.00	3	EA	\$ 4,350.00
Faith Group	Travel - Rick Adams	\$ 1,490.00	4	EA	\$ 5,960.00
Faith Group	Travel - Joe Fallon	\$ 1,490.00	3	EA	\$ 4,470.00
Faith Group	Travel - Mike Cheston	\$ 1,380.00	2	EA	\$ 2,760.00
Faith Group	Travel - Faith Varwig	\$ 1,150.00	3	EA	\$ 3,450.00
Faith Group	Travel - Raechelle May	\$ 1,360.00	3	EA	\$ 4,080.00
Faith Group	Travel - Dave Fleet	\$ 1,120.00	1	EA	\$ 1,120.00
<b>Subtotal A: Faith Group</b>					<b>\$ 75,360.00</b>
The Beck Group	Printing	\$ 5,000.00	1	LS	\$ 5,000.00
The Beck Group	Shipping / Overnight Mail	\$ 500.00	1	LS	\$ 500.00
The Beck Group	Travel & Parking - Local Firm	\$ 150.00	10	MO	\$ 1,500.00
<b>Subtotal B: The Beck Group</b>					<b>\$ 7,000.00</b>
Voltair Engineers	Printing	\$ -	1	LS	\$ -
Voltair Engineers	Shipping / Overnight Mail	\$ -	1	LS	\$ -
Voltair Engineers	Travel & Parking - Local Firm	\$ 50.00	10	MO	\$ 500.00
<b>Subtotal C: Voltair Engineers</b>					<b>\$ 500.00</b>
<b>Total Reimbursable Expenses</b>					<b>\$ 82,860.00</b>

Design and Bidding Allowances @ Masterplanning Stage Only

Firm	Allowance	Unit Cost	Quantity	U.M.	Total
		\$ -	1	LS	\$ -
		\$ -	1	LS	\$ -
		\$ -	1	LS	\$ -
		\$ -	1	LS	\$ -
<b>Total Allowances</b>					<b>\$ -</b>

Design and Bidding Expenses @ Design & Preconstruction

Expense	Unit Cost	Quantity	U.M.	Total
Travel - Project Manager	\$ -	0	EA	\$ -
Travel - Paul Koebbe	\$ -	0	EA	\$ -
Travel - Sal Mazzola Travel	\$ -	0	EA	\$ -
Travel - Harold Flamebaum	\$ -	0	EA	\$ -
Travel - Rick Adams	\$ -	0	EA	\$ -
Travel - Joe Fallon	\$ -	0	EA	\$ -
Travel - Mike Cheston	\$ -	0	EA	\$ -
Travel - Faith Varwig	\$ -	0	EA	\$ -
Travel - Raechelle May	\$ -	0	EA	\$ -
Travel - Dave Fleet	\$ -	0	EA	\$ -
<b>Subtotal A: Faith Group</b>				<b>\$ -</b>
Printing	\$ -	0	LS	\$ -
Shipping / Overnight Mail	\$ -	0	LS	\$ -
Travel & Parking - Local Firm	\$ -	0	MO	\$ -
<b>Subtotal B: The Beck Group</b>				<b>\$ -</b>
Printing	\$ -	0	LS	\$ -
Shipping / Overnight Mail	\$ -	0	LS	\$ -
Travel & Parking - Local Firm	\$ -	0	MO	\$ -
<b>Subtotal C: Voltair Engineers</b>				<b>\$ -</b>
<b>Total Reimbursable Expenses</b>				<b>\$ -</b>

Design and Bidding Allowances @ Design & Preconstruction

Allowance	Unit Cost	Quantity	U.M.	Total
	\$ -	1	LS	\$ -
	\$ -	1	LS	\$ -
	\$ -	1	LS	\$ -
	\$ -	1	LS	\$ -
<b>Total Allowances</b>				<b>\$ -</b>

Construction Administration Expenses

Expense	Unit Cost	Quantity	U.M.	Total
Travel - Project Manager	\$ -	0	EA	\$ -
Travel - Paul Koebbe	\$ -	0	EA	\$ -
Travel - Sal Mazzola Travel	\$ -	0	EA	\$ -
Travel - Harold Flamebaum	\$ -	0	EA	\$ -
Travel - Rick Adams	\$ -	0	EA	\$ -
Travel - Joe Fallon	\$ -	0	EA	\$ -
Travel - Mike Cheston	\$ -	0	EA	\$ -
Travel - Faith Varwig	\$ -	0	EA	\$ -
Travel - Raechelle May	\$ -	0	EA	\$ -
Travel - Dave Fleet	\$ -	0	EA	\$ -
<b>Subtotal A: Faith Group</b>				<b>\$ -</b>
Printing	\$ -	0	LS	\$ -
Shipping / Overnight Mail	\$ -	0	LS	\$ -
Travel & Parking - Local Firm	\$ -	0	MO	\$ -
<b>Subtotal B: The Beck Group</b>				<b>\$ -</b>
Printing	\$ -	0	LS	\$ -
Shipping / Overnight Mail	\$ -	0	LS	\$ -
Travel & Parking - Local Firm	\$ -	0	MO	\$ -
<b>Subtotal C: Voltair Engineers</b>				<b>\$ -</b>
<b>Total Reimbursable Expenses</b>				<b>\$ -</b>

Construction Administration Allowances

Allowance	Unit Cost	Quantity	U.M.	Total
	\$ -	1	LS	\$ -
	\$ -	1	LS	\$ -
	\$ -	1	LS	\$ -
	\$ -	1	LS	\$ -
<b>Total Allowances</b>				<b>\$ -</b>

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

**PURPOSE:** To establish the insurance terms and conditions associated with contractual insurance requirements. This Standard Procedure is applicable to all companies with Authority contracts. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the Vice President of Facilities and Administration or designee.

**INSURANCE COVERAGE:**

A. Procurement of Coverage:

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

B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract. Completed operations coverage may be required to be maintained on specific commercial general liability policies effective on the date of substantial completion or the termination of the contract, whichever is earlier. If a policy is written on a claims made form, the retroactive date must be shown and this date must be before the earlier of the date of the execution of the contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless stated otherwise in the contract.

C. Reduction of Aggregate Limits:

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



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

1. Cancellation Notice

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

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

D. No waiver by approval/disapproval:

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

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

The coverages and minimum limits of insurance required by the contract are based on circumstances in effect at the inception of the contract. If, in the opinion of the Authority, circumstances merit a change in such coverages or minimum limits of insurance required by the contract, the Authority may change the coverages and minimum limits of insurance required, and the company will, within 60 days of receipt of written notice of a change in the coverages and minimum limits required, comply with such change and provide evidence of such compliance in the manner required by the contract. Provided, however, that no change in the coverages or minimum limits of insurance required will be made until at least two years after inception of the contract. Subsequent changes in the coverages or minimum limits of insurance will not be made until at least two years after any prior change unless extreme conditions warrant such change and are agreeable to both parties.

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

F. Proof of Insurance – Insurance Certificate:

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

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

2. Proof of Insurance Coverage

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

The insurance certificate must:

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

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

- ii. the insurers for all policies have waived their subrogation rights against the Authority;
- b. Indicate that the certificate has been issued in connection with the contract;
- c. Indicate the amount of any deductible or self-insured retention applicable to all coverages;
- d. Identify the name and address of the certificate holder as:

Hillsborough County Aviation Authority  
Attn.: Chief Executive Officer  
Tampa International Airport  
Post Office Box 22287  
Tampa, Florida 33622  
and;
- e. Be signed and dated using approved methods by an individual who is an authorized representative of each insurer, whose insurance is the subject of the certificate and who is authorized by each such insurer to issue the certificate of insurance as modified. Facsimile signatures are acceptable.

G. Deductibles / Self Insurance:

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

days written notice to the company, require the company to replace or modify the deductible or self-insurance in a manner satisfactory to the Authority.

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

H. Company's Insurance Primary:

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

I. Applicable Law:

With respect to any contract entered into by the Authority with a value exceeding \$10,000,000, if any required policy is: (i) issued to a policyholder outside of Florida or (ii) contains a "choice of law" or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy must be endorsed so that Florida law (including but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy in connection with claims arising out of work performed pursuant to the contract.

J. Waiver of Subrogation:

The company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the contract, waives all rights against the Authority, members of the Authority's governing body and the Authority's officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the company.

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

1. Authority's Right to Procure Replacement Insurance

If, after the inception of the contract, the company fails to fully comply with the insurance requirements of the contract, in addition to and not in lieu of any other remedy available to the Authority provided by the contract, the Authority may, at its sole discretion, procure and maintain on behalf of the company, insurance which provides, in whole or in part, the required insurance coverage.

2. Replacement Coverage at Sole Expense of Company

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

a. Company to Remain Fully Liable

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

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

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



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

**E-Verify Certification**

Solicitation No. 17-411-004

Airport Security Systems Replacement

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

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

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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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

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

Airport Security Systems Replacement

Authority Project Nos. 8805 17 & 6495 17

## SECTION 01800 – CONTRACT CLAUSES – AIRPORT IMPROVEMENT PROGRAM

### GENERAL REQUIREMENT FOR CONTRACTS.

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

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

#### 1.0 ACCESS TO RECORDS AND REPORTS - 2 CFR § 200.326, 2 CFR § 200.333

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

#### 2.0 AFFIRMATIVE ACTION REQUIREMENT - 41 CFR part 60-4, Executive Order 11246

- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Design-Builder's aggregate workforce in each trade on all construction work in the covered area, are as follows:
  - 1. Timetables
  - 2. Goals for minority participation for each trade (Vol. 45 Federal Register pg. 65984 10/3/80)
  - 3. Goals for female participation in each trade (6.9%)

These goals are applicable to all of the Design-Builder's construction work (whether or not it is

Federal or federally-assisted) performed in the covered area. If the Design-Builder performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Design-Builder is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

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

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

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

Any violation or breach of terms of this Contract on the part of the Design-Builder or its subconsultants may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### 4.0 BUY AMERICAN PREFERENCE - 49 USC § 50101

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



included in the FAA Nationwide Buy American Waivers Issued list.

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

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

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

#### 5.0 CIVIL RIGHTS – GENERAL - 49 USC § 47123

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

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

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

In these cases the provision obligates the party or any transferee for the longer of the following periods:

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

#### 6.0 CIVIL RIGHTS – TITLE VI ASSURANCES

- A. Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The Design-Builder (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Non-discrimination:** The Design-Builder, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Design-Builder will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Design-Builder for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Design-Builder of the Design-Builder's obligations under this Contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Design-Builder will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Design-Builder will so certify to the Owner or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this Contract, the Owner will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Design-Builder under the Contract until the Design-Builder complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Design-Builder will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Design-Builder will take action with respect to any subcontract or procurement as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Design-Builder becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Design-Builder may request the Owner to enter into any litigation to protect the interests of the Owner. In addition, the Design-Builder may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Authorities

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

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the

programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the Design-Builder must take reasonable steps to ensure that LEP persons have meaningful access to the Design-Builder’s programs (70 Fed. Reg. at 74087 to 74100); and
12. Title IX of the Education Amendments of 1972, as amended, which prohibits the Design-Builder from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7.0 CLEAN AIR AND WATER. POLLUTION CONTROL - 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G)

Design-Builders and subconsultants agree:

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

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

## 8.0 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

### A. Overtime Requirements.

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

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

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

### C. Withholding for Unpaid Wages and Liquidated Damages.

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

### D. Subconsultants.

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

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

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

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

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

##### A. Minimum Wages

1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Design-Builder and such laborers and mechanics.
  - a. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification

and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Design-Builder and its subconsultants at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

2. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - b. The classification is utilized in the area by the construction industry; and
  - c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs 2 or 3 of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is

performed in the classification.

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

B. Withholding.

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

C. Payrolls and basic records.

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



anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Design-Builder shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. a. The Design-Builder shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the Contract, but if the agency is not such a party, the Design-Builder will submit the payrolls to the Owner for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The Design-Builder is responsible for the submission of copies of payrolls by all subconsultants. Contractors and subconsultants shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the Contract, but if the agency is not such a party, the Design-Builder will submit them to the applicant, Owner, or owner, as the case may be, for transmission to the Federal Aviation Administration, the Design-Builder, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Design-Builder to require a subconsultant to provide addresses and social security numbers to the Design-Builder for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or Owner).
- b. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Design-Builder or subconsultant or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

- i. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;
    - ii. That each laborer and mechanic (including each helper, apprentice and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3; and
    - iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
  - c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (C)(2)(b) of this section.
  - d. The falsification of any of the above certifications may subject the Design-Builder or subconsultant to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
3. The Design-Builder or subconsultant shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Owner, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Design-Builder or subconsultant fails to submit the required records or to make them available, the Federal agency may, after written notice to the Design-Builder, Owner, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

D. Apprentices and Trainees.

1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by

the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Design-Builder as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Design-Builder's or subconsultant's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Design-Builder will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines

that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Design-Builder will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

E. Compliance with Copeland Act Requirements.

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

F. Subcontracts.

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

G. Contract Termination: Debarment.

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

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

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

I. Disputes Concerning Labor Standards.

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

J. Certification of Eligibility.

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

11.0 DEBARMENT AND SUSPENSION (NON-PROCUREMENT) - 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

A. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

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

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

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

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract

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

#### 12.0 DISADVANTAGED BUSINESS ENTERPRISE - 49 CFR part 26

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

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

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

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

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

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

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

## 15.0 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

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



performance by other Design-Builders or subconsultants toward a goal in an approved Plan does not excuse any covered contractor's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.

- D. The Design-Builder shall implement the specific affirmative action standards provided in paragraphs G.1 through G.16 of these specifications below. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Design-Builder should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Design-Builder is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Design-Builder has a collective bargaining agreement to refer either minorities or women shall excuse the Design-Builder's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
- F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Design-Builder during the training period and the Design-Builder shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The Design-Builder shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Design-Builder's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Design-Builder shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - 1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Design-Builder's employees are assigned to work. The Design-Builder, where possible, will assign two or more women to each construction project. The Design-Builder shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Design-Builder's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Design-Builder or its unions have employment opportunities available, and maintain a record of the organizations' responses.
3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Design-Builder by the union or, if referred, not employed by the Design-Builder, this shall be documented in the file with the reason therefore along with whatever additional actions the Design-Builder may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Design-Builder has a collective bargaining agreement has not referred to the Design-Builder a minority person or female sent by the Design-Builder, or when the Design-Builder has other information that the union referral process has impeded the Design-Builder's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Design-Builder's employment needs, especially those programs funded or approved by the Department of Labor. The Design-Builder shall provide notice of these programs to the sources compiled under G.1 above.
6. Disseminate the Design-Builder's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Design-Builder in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

8. Disseminate the Design-Builder's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Design-Builder's EEO policy with other Design-Builders and subconsultants with whom the Design-Builder does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Design-Builder's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Design-Builder shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Design-Builder's workforce.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Design-Builder's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Design-Builder's EEO policies and affirmative action obligations.

- H. Design-Builders are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (G.1 through G.16). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Design-Builder is a member and participant, may be asserted as fulfilling any one or more of its obligations under G.1 through G.16 of these specifications provided that the Design-Builder actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Design-Builder's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Design-Builder. The obligation to comply, however, is the Design-Builder's and failure of such a group to fulfill an obligation shall not be a defense for the Design-Builder's noncompliance.
- I. A single goal for minorities and a separate single goal for women have been established. The Design-Builder, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Design-Builder has achieved its goals for women generally,) the Design-Builder may be in violation of the Executive Order if a specific minority group of women is underutilized.
- J. The Design-Builder shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- K. The Design-Builder shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- L. The Design-Builder shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Design-Builder who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- M. The Design-Builder, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Design-Builder fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- N. The Design-Builder shall designate a responsible official to monitor all employment related

activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text: Federal Fair Labor Standards Act (29 USC 201), U.S. Department of Labor –Wage and Hour Division

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

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

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

#### 18.0 NONSEGREGATED FACILITIES REQUIREMENT - 41 CFR § 60-1.8

##### A. Notice to Prospective Federally Assisted Construction Contractors

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

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

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

##### C. CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction Design-Builder certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The

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

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

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

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

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

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

- A. The Owner may, by written notice, terminate this Contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the Contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in progress, delivered to the Owner.
- B. If the termination is for the convenience of the Owner, an equitable adjustment in the Contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

- C. If the termination is due to failure to fulfill the Design-Builder's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Design-Builder is liable to the Owner for any additional cost occasioned to the Owner thereby.
- D. If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Design-Builder had not so failed, the termination will be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the Contract price will be made as provided in paragraph 2 of this clause.
- E. The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

## 22.0 TRADE RESTRICTION - 49 CFR part 30

- A. The Design-Builder or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:
  - 1. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
  - 2. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and
  - 3. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
- B. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Design-Builder or subconsultant who is unable to certify to the above. If the Design-Builder knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Owner cancellation of the Contract at no cost to the Government.
- C. Further, the Design-Builder agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Design-Builder may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.
- D. The Design-Builder shall provide immediate written notice to the Owner if the Design-Builder learns that its certification or that of a subconsultant was erroneous when



submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the Design-Builder if at any time it learns that its certification was erroneous by reason of changed circumstances.

- E. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Design-Builder or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the Contract or subcontract for default at no cost to the Government.
- F. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- G. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

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

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

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

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

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

#### 25.0 TRAFFICKING IN PERSONS

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public

Sponsors (private entity) are:

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

#### 26.0 CONSISTENCY WITH LOCAL PLANS

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

#### 27.0 CONSIDERATION OF LOCAL INTEREST

- A. Design-Builder agrees that it will give fair consideration to the interest of communities in or near where the project(s) may be located.

#### 28.0 CONSULTATION WITH USERS

- A. In making a decision to undertake any airport development project under Title 49, United States Code, Design-Builder agrees that it will facilitate reasonable consultations with affected parties using the airport at which the project(s) are proposed.

#### 29.0 PUBLIC HEARINGS

- A. In projects involving the location of an airport, an airport runway, or a major runway extension, Design-Builder agrees it will facilitate the opportunity for public hearings for the

purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary of the Department of Transportation, submit a copy of the transcript of such hearings to the Secretary of the Department of Transportation .

### 30.0 METROPOLITAN PLANNING ORGANIZATION

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

### 31.0 PAVEMENT PREVENTATIVE MAINTENANCE

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

### 32.0 TERMINAL DEVELOPMENT PREREQUISITES

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

### 33.0 ACCOUNTING SYSTEM, AUDIT, AND RECORD KEEPING REQUIREMENTS

- A. In addition to all other Accounting System, Audit and Record Keeping Requirements contained elsewhere in the Contract, Design-Builder shall keep all project accounts and records which fully disclose the total cost of the project and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- B. In addition to all other Accounting System, Audit and Record Keeping Requirements

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

#### 34.0 CONSTRUCTION INSPECTION AND APPROVAL

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

#### 35.0 PLANNING PROJECTS

In carrying out planning projects, Design-Builder:

- A. Will execute the project in accordance with the approved program narrative contained in any project application or with the modifications similarly approved.
- B. Will furnish the Secretary of the Department of Transportation with such periodic reports as required pertaining to the planning project and planning work activities.
- C. Will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- D. Will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- E. Will give the Secretary of the Department of Transportation unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- F. Will grant the Secretary of the Department of Transportation the right to disapprove the employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional

services.

### 36.0 OPERATION AND MAINTENANCE

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

### 37.0 HAZARD REMOVAL AND MITIGATION

- A. Design-Builder will assist the Authority in taking appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected through its design activities by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

END OF SECTION