

CONTRACT FOR DESIGN PROFESSIONAL SERVICES  
FOR  
GENERAL AVIATION AIRPORT SECURITY IMPROVEMENTS

HCAA PROJECT NO. 7185 23

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

AVCON, INC.

DATED JUNE 1, 2023

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## CONTRACT FOR DESIGN PROFESSIONAL SERVICES

This Contract for Design Professional Services is made and entered into this 1<sup>ST</sup> day of June, 2023 by and between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, hereinafter referred to as the "Owner", and Avcon, Inc., a Florida corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Design Professional". The Owner and the Design Professional hereby agree as follows:

### ARTICLE 1 - PROJECT

The project, hereinafter referred to as the Project, is as follows:

Provide design professional services in accordance with Section 287.055, Florida Statutes in connection with the General Aviation Airport Security Improvements at Tampa Executive, Peter O. Knight and Plant City Airports.

### ARTICLE 2 - CONTRACT ADMINISTRATION

This Contract will be administered by the Owner's Chief Executive Officer or designee.

### ARTICLE 3 - SERVICES BY THE DESIGN PROFESSIONAL

3.1 The services that the Design Professional will provide to the Owner under this Contract will be as follows, and in general accordance with the Owner's Request for Qualifications dated November 9, 2022, entitled "Request for Qualifications for General Aviation Airport Security Improvements at Tampa Executive, Peter O. Knight and Plant City Airports, Tampa and Plant City, Florida", the Design Professional's response to the Owner's Request for Qualifications dated January 23, 2023, entitled "Statement of Qualifications for General Aviation Airport Security Improvements at Tampa Executive, Peter O. Knight and Plant City Airports", which are both incorporated herein by reference, and the Design Professional's Fee and Scope Proposal dated May 17, 2023, entitled "Professional Engineering Services for FY 2023 Project – General Aviation Airport Security Improvements HCAA Project Number: 7185 23" which is attached hereto as Attachment 1 and incorporated herein by reference. In the event of any conflicts between this Contract and any other documents, the precedence in resolving such conflicts will be as follows:

- 3.1.1 This Contract
- 3.1.2 Individual work order and Design Professional's associated Fee and Scope Proposal
- 3.1.3 The Owner's Request for Qualifications
- 3.1.4 Design Professional's response to Request for Qualifications

3.2 Design Professional designates Zemp Pepper, P.E., whose business address is 5555 E. Michigan Street, Suite 200, Orlando, Florida 32822-2779, and who is a qualified licensed

professional, to serve as the project manager. The project manager will be authorized and responsible to act on behalf of the Design Professional with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Contract. Design Professional designates Sandeep Singh, P.E. , whose title is President, whose business address is 5555 E. Michigan Street, Suite 200, Orlando, Florida 32822-2779, to have full authority to bind and obligate the Design Professional on all matters arising out of or relating to this Contract. The Design Professional agrees that the project manager will devote whatever time is required to satisfactorily manage the services to be provided and performed by the Design Professional hereunder. Any replacement of the project manager will be subject to the prior approval and acceptance of the Owner.

3.3 Basic services under this Contract will include those in Attachment 1.

3.4 Additional services under this Contract will, at the request of the Owner, include those in Attachment 1.

3.5 The Design Professional agrees, within seven days of receipt of a written request from the Owner, to promptly remove and replace the project manager, or any other personnel employed or retained by the Design Professional, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Design Professional to provide and perform services or work pursuant to the requirements of this Contract, whom the Owner will request in writing to be removed, which request may be made by the Owner with or without cause.

3.6 Work Order Process - work orders are intended to be discrete working documents that will provide, in summary form, the background and factual context within which a particular work element or series of work elements will be completed by the Design Professional. Each work order will include a scope of services, level of effort and related costs. Work orders will be construed to be in addition to, supplementary to, and consistent with the provisions of this Contract. Upon request by the Owner, Design Professional will prepare and submit a work order to the Owner for review and approval. Work order forms will be provided by the Owner along with a detailed outline of design deliverables. Contracts involving multiple project numbers or airport locations will require work orders to identify basic services and reimbursement expense amounts per project and/or location.

3.7 The Design Professional will perform professional services provided for in each work order executed between the parties. Such professional services will be performed in accordance with the terms of this Contract. The Design Professional will be solely responsible for the technical completeness and accuracy of all work performed under this Contract.

3.8 The Design Professional will comply with all Owner Rules and Regulations, Policies, Standard Procedures and Operating Directives.

3.9 The Design Professional is required to hire qualified consultants for the design phase of the Project.

3.10 The Design Professional will review laws applicable to design and construction of the Project, correlate such laws with the Owner's Project requirements and advise the Owner if any Project requirement may cause a violation of such laws. Necessary changes to the Project will be accomplished by appropriate written modification or disclosed by written notification to the Owner. For the plans, specifications, construction contract documents, and any and all other engineering, construction and contractual documents produced by the Design Professional, the Design Professional will certify that:

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

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

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

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

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

3.12 When the Contractor considers that the whole work included in a construction contract, or a portion thereof designated in the contract documents for separate completion, is complete, the Contractor will notify the Owner and Design Professional in writing of the completion of the portion or the whole of the construction; and for all design work that originally required

certification by a Professional Engineer, the Design Professional shall provide an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to the FDOT Public Transportation Grant Agreement, to the Owner and Contractor in a timely manner. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

#### ARTICLE 4 - TIME

4.1 Services to be rendered by the Design Professional will commence subsequent to the execution of this Contract in accordance with each work order. Time is of the essence with respect to the performance of this Contract.

4.2 Should the Design Professional fail to commence, provide, perform or complete any of the services to be provided in a timely and diligent manner, in addition to any other rights or remedies available to the Owner, the Owner at its sole discretion and option may withhold any and all payments due and owing to the Design Professional until such time as the Design Professional resumes performance of its obligations in such a manner so as to satisfy the Owner.

#### ARTICLE 5 - PAYMENTS TO THE DESIGN PROFESSIONAL

5.1 The amount for the performance of basic services required under this Contract, not identified as direct and reimbursable expenses, will be in a not-to-exceed amount of Five Hundred Ninety Eight Thousand Eight Hundred Sixty Six and Ninety Four One Hundredth Dollars (\$598,866.94), which includes all fees for subconsultants.

5.2 Reserved.

5.3 Reserved.

5.4 Invoiced amounts will be based on the lesser of actual or agreed upon Design Professional's and team member's hourly billing rates included in their submitted and agreed upon rate tables. The hourly billing rates will be multiplied by their actual time billed to the Project as substantiated by backup acceptable to the Owner and supported by monthly progress reports. The rate tables will include the Design Professional's and team member's following:

5.4.1 Most recent audited overhead rates or agreed upon overhead rates;

5.4.2 Employee's raw labor rates or agreed upon labor rates;

5.4.3 Negotiated profits; and

5.4.4 Agreed upon hourly billing rates.

The Design Professional, at their sole discretion, may submit invoices with hourly billing rates that are less than the agreed upon hourly billing rates. The Owner will pay the Design

Professional for the lesser of actual, agreed upon or billed hourly billing rates of the Design Professional and their team members.

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

Conceptual/Schematic Design Phase	-	Up to 15%
Design Development Phase	-	Up to 30%
Construction Document Phase through award of Contract	-	Up to 80%
Construction Phase	-	Up to 100%

- 5.4.5 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 5.4.6 All subconsultant agreements must be submitted at time of billing. Subconsultant agreements must include a provision providing the Owner the same rights to audit at the subconsultant level in all of its subconsultant agreements executed to effect project completion.
- 5.4.7 A Spreadsheet Rate & Hour Verification form (PD 84) based on the agreed upon rate tables in Excel format listing the employee's name, employee's classification and employee's raw rate must be submitted with the consultant service invoice submittal. If there are changes such as new employees, new classification or new raw rate, then an updated rate table in Excel format is required to be submitted. Changes to the agreed upon rate tables must be indicated on the PD 84 and must be approved by the Owner.
- 5.4.8 Basic services invoices that are submitted with a consultant service invoice that are older than 90 days before the submission date will not be reimbursed. Basic services performed before the work order effective date will not be reimbursed.
- 5.4.9 Timesheets are required as supporting backup for all basic services invoice amounts. Hours billed must be clearly identified.
- 5.4.10 Overtime on any basic services must be pre-approved by the Owner.
- 5.4.11 Basic services must be organized using standard separators to identify the basic services being billed.
- 5.4.12 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.

5.4.13 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final consultant service invoice.

5.4.14 If deficiencies are found, a standard deficiency e-mail will be sent to the Design Professional to resolve within three business days. If the deficiency is not resolved within that time, the consultant service invoice will be returned.

5.5 Payments for Reimbursable Expenses. The Design Professional will be reimbursed at cost for all expenses, except travel and subsistence which will be reimbursed in accordance with Owner Policy, in an amount not to exceed the maximum reimbursable amount provided for in each individual work order. Each work order under this Contract will identify the type of expenses that will be eligible for reimbursement and the maximum reimbursable amount for that work order. As specified hereinafter, the Design Professional's direct and reimbursable expenses include only:

5.5.1 The cost of securing a recognized testing laboratory which will perform all soils and sub-surface investigations, tests, reports and recommendations required for schematic and final design and construction of the Project.

5.5.2 The cost of securing a recognized testing laboratory which will perform all necessary testing of materials and all shop and mill inspection of materials and equipment as will be required during construction of the assigned work in the Project.

5.5.3 The cost of boundary surveys, topographic surveys, land surveys, establishment of boundaries and monuments, field surveys, photogrammetry, field layouts of construction, construction layout, control staking, and related office computations and drafting.

5.5.4 The cost of outside special consultants to advise and assist Design Professional throughout the Project.

5.5.5 The actual cost of reproduction of review plans and specifications, the construction contract plans and specifications required for the securing of bids for the assigned work in the Project and for the use of contractors, subcontractors, testing laboratories, and others having need for such prints during construction.

5.5.6 All costs for long distance telephone calls, postage and overnight express delivery and couriers related to the Project.

5.5.7 Expenses for parking at Tampa Executive, Peter O. Knight, Plant City or Tampa International Airports and transportation related to the Project including airplane travel and automobile; and, in the event overnight travel related to the Project is required, cost of meals and lodging. All travel expenses will be reimbursed in accordance with the Owner's Policy and Standard Procedure on travel and

business development expenses, as both may be amended from time to time. Only travel expenses incurred in the performance of the Owner's business 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 original or legible copies of all receipts.

5.5.8 Materials for study models, film and processing expenses.

5.5.9 The actual costs of all fees and permits required by and paid to agencies having jurisdiction. This does not include impact or development fees paid directly by the Owner or building permit fees paid by the construction contractor.

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

5.5.11 All subconsultant signed agreements must be submitted at time of billing. Subconsultant agreements must include a provision providing the Owner the same rights to audit at the subconsultant level in all of its subconsultant agreements executed to effect project completion.

5.5.12 Receipts/Invoices that are submitted with a professional service invoice that are older than 90 days before the submission date will not be reimbursed. Receipts/Invoices for expenses before the work order effective date will not be reimbursed.

5.5.13 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.

5.5.14 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.

5.5.15 Equipment purchased for and paid by the Owner must be identified when invoiced 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.

5.5.16 No purchases of alcohol will be reimbursed by the Owner.

5.5.17 Meals for Owner or local consultant staff members will not be reimbursed.

5.5.18 No front loading on Progress Payments is allowed. Progress Payments are limited to the actual invoiced amounts.

5.5.19 Pre-approval from the Owner is necessary for office or petty cash

expenditures.

5.5.20 Reimbursable expenses must be presented as a package organized in the following manner: Reimbursement Tracking Form, actual invoices identifying item numbers as it appears on the Reimbursement Tracking Form. The Reimbursement Tracking Form is required to be submitted electronically in Microsoft Excel format, as is the supporting documentation for the submitted professional service invoice.

5.5.21 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.

5.5.22 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final professional service invoice.

5.5.23 If deficiencies are found, a standard deficiency e-mail will be sent to the Design Professional to resolve within three business days. If the deficiency is not resolved within that time, the professional service invoice will be returned.

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

5.7 One executed original sworn and notarized invoice for services, verified to the satisfaction of the Owner, will be rendered by the twenty-fifth of each month electronically to DesignInvoice@TampaAirport.com. The Design Professional will submit with each invoice one original 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. The Design Professional will also submit with each invoice a Rate & Hour Verification Sheet and a Reimbursement Tracking Form, both in Microsoft Excel format.

5.8 Whenever compensation is paid to the Design Professional on a reimbursable basis, records as to the direct expense will be kept on a generally recognized accounting basis and will be submitted with each invoice.

5.9 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.

5.10 The Design Professional 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 Professional receives from the Owner. The Design Professional agrees further to

release retainage payments to each subconsultant within 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 notice to the Owner. This clause applies to both D/W/MBE and non-D/W/MBE subconsultant.

5.11 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, applications for payment are due the next business day. Payment will be made by the third Friday of the month. Applications for payment submitted more than 20 days prior to the third Friday 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 next business day 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.

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

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

6.1 Engagement(s) as used in this Contract include, but are not limited to, Audits, Inspections, or Attestation Engagements. In connection with payments to the Design Professional under this Contract, it is agreed the Design Professional will maintain adequate records in accordance with generally accepted accounting practices. The Owner, FDOT, Federal Aviation Administration, Federal Highway Administration, Florida Department of Financial Services, 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 Engagements over the Design Professional's records for the purpose of determining payment eligibility under the Contract or over selected operations performed by Design Professional under this Contract for the purpose of determining compliance with the Contract. Access will be to all of the Design Professional's records, including books, documents, papers, and records of Design Professional directly pertinent to this Contract or any work order, as well as records of parent, affiliate and subsidiary companies. If the records are kept at locations other than Tampa Executive, Peter O. Knight, Plant City and Tampa International Airports, Design Professional will arrange for said records to be brought to a location convenient to Owner's auditors to conduct Engagements as set forth in this Article. Or, Design Professional may transport Owner's team to location where the records are kept other than Tampa Executive, Peter O. Knight, Plant City and Tampa International Airports for purposes of undertaking Engagements. In such event, Design Professional will pay reasonable costs of transportation, food and lodging for Owner's team in accordance with Owner's Travel and Business Development Expenses Policy. Design Professional agrees to deliver or provide access to all records requested by Owner's auditors within 14 calendar days of the request at the initiation of Engagement and to deliver or provide access to all other records requested during the Engagement within 7 calendar days of each request. The parties recognize that Owner will incur

damages 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 Professional may be charged liquidated damages of \$100.00, for each item in a records request, per calendar day, for each time Design Professional is late in submitting requested records to perform an Engagement. Accrual of fee will continue until specific performance is accomplished. This liquidated damages rate is 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 Professional maintains its accounting or Project information in electronic format, upon request by the Owner's auditors, the Design Professional will provide a download of its accounting or Project information in an electronic format allowing readership in Microsoft Office software.

6.3 The Owner has the right during the Engagement to interview the Design Professional'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 any work order, or six years after the termination of this Contract, whichever occurs later.

6.4 In the event the Design Professional has overcharged the Owner for direct and reimbursable expenses, the Design Professional will re-pay the Owner the amount of the overcharge and the Owner may assess interest of up to 12% per year on the overcharge from the date the overcharge occurred. In addition, if the Design Professional has overcharged the Owner by more than 3% of the gross direct and reimbursable amount, the Owner may assess and the Design Professional will pay for the entire cost of the Engagement.

6.5 The Design Professional shall require all of its subcontractors and subconsultants to provide the Owner the same rights to perform Engagements as allowed in this Contract. The Design Professional shall require that all of its subcontractors and subconsultants require their sub-subcontractors and sub-subconsultants to provide the Owner the same rights to perform Engagements as allowed in this Contract.

6.6 Approvals by Owner's staff for any services included or not included in this Contract do not act as a waiver or limitation of the Owner's right to perform Engagements.

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

## ARTICLE 7 - OWNERSHIP OF DOCUMENTS

7.1 Design Professional acknowledges and agrees that all records, documents, drawings, notes, tracings, plans, specifications, maps, evaluations, reports and other technical data, models, renderings and electronic data (other than working papers), prepared, developed or

furnished by Design Professional or the design professional(s) employed or retained by the Design Professional under this Contract (Project Documents) will be and remain the property of the Owner. Project Documents will be deemed to be works made for hire, and all right, title and interest in and to the Project Documents will be vested in Owner. Design Professional will take all actions necessary to secure for Owner all such right, title and interest. Design Professional warrants that all materials comprising the Project Documents are original with Design Professional and have not been copied or derived from any other material without the express written consent of the owner, proprietor and/or copyright holder of that other material, and are not subject to any other claim of copyright by any other person. Design Professional will obtain any and all licenses necessary for the production and preparation of the Project Documents including, without limitation, licenses for the use of any material subject to copyright by other parties. Design Professional will assign to Owner any and all rights, including any copyrights, in the Project Documents that Design Professional or the design professional(s) employed or retained by the Design Professional on this Project may possess now or in the future, and Design Professional and its design professional(s) will claim no rights adverse to Owner in the Project Documents. Design Professional agrees to defend, indemnify and hold harmless the Owner and its Board members, officers, and employees from and against any liabilities, claims, costs or expenses as a result of any alleged infringement of third party rights in the documents described herein. If this clause is found to conflict in any way with Florida law, the clause will be considered modified by such law to the extent necessary to remedy the conflict. Any project as designed by Design Professional under this Contract may be reused or repeated by Owner at Owner's option or discretion at any time or times, including but not limited to, completion, addition, renovation, maintenance, reconstruction or remodeling of the project and construction of new projects. Design Professional hereby grants its consent to reuse of the Project Documents by Owner for any and all such purposes. The Design Professional will incorporate the terms of this Paragraph in all contracts with design professionals employed or retained by the Design Professional to perform services covered by this Contract.

7.2 Submission or distribution of the Design Professional's Project Documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in Paragraph 3.8.

7.3 CHAPTER 119, FLA. STATUTES REQUIREMENTS

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

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

Design Professional 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 services contemplated by this Contract.
- B. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, 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 and following completion of the Contract.
- D. Upon completion of this Contract, keep and maintain public records required by the Owner to perform the services. Design Professional shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of Owner.

#### ARTICLE 8 - INDEMNITY

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

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

by the Design Professional or the Design Professional's officers, employees, agents, volunteers, subcontractors, invitees, or any other person, directly or indirectly, whether the liability, suit, claim,

lien, expense, loss, cost, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claims caused in part by negligence, acts or omissions of the Owner, its members, officers, agents, employees, and volunteers.

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

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

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

8.3 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, the Design Professional agrees to the following: To the maximum extent permitted by Florida law, the Design Professional will indemnify and hold harmless the Owner, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Design Professional and persons employed or utilized by the Design Professional in the performance of this Contract.

8.4 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.

8.5 In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Design Professional shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Design Professional and persons employed or utilized by the Design Professional in the performance of this Contract. This indemnification in this paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

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

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

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

8.9 If the above Article 8.1-8.8 or any part of Article 8.1-8.8 is deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

#### ARTICLE 9 - INSURANCE REQUIREMENTS

9.1 The provisions of Attachment 4 - INSURANCE REQUIREMENTS are incorporated by reference into this Contract.

9.2 The Design Professional will comply with the insurance requirements and coverage limits detailed in Attachment 4 - INSURANCE REQUIREMENTS. Such insurance will protect the Owner and Design Professional from claims which may arise out of or result from operations under this Contract by the Design Professional, by a subcontractor of the Design Professional, by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

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

#### ARTICLE 10 - WAIVER OF CLAIMS

The Design Professional's acceptance of final payment for any individual work order will constitute a full waiver of any and all claims by Design Professional against the Owner arising out of this Contract or individual work order or otherwise related to the Project, except insurance company subrogation claims and other claims previously made in writing and identified by Design Professional as unsettled at the time of the final payment. Neither the acceptance of Design Professional's services nor payment by the Owner will be deemed to be a waiver of the Owner's rights against Design Professional.

#### ARTICLE 11 - CLAIMS AND DISPUTES

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

11.2 Claims by Design Professional must be made in writing to the Owner within 20 calendar days after the occurrence of the event giving rise to such claim or else Design Professional will be deemed to have waived the claim. Written supporting data will be submitted to the Owner within 30 calendar days after such occurrence unless the Owner allows additional time or else Design Professional will be deemed to have waived the claim. Claims by the Owner may be made at any time irrespective of the date of the occurrence of the event giving rise to the claim.

11.3 Unless otherwise agreed in writing and notwithstanding any other rights or obligations of either of the parties under this Contract, the Design Professional will carry on with the performance of its services and duties hereunder during the pendency of any claim, dispute, other matter in question or arbitration or any other proceedings to resolve any claim, dispute or other matter in question. The Owner, however, will be under no obligation to make payments on or against such claims, disputes or other matters in question during the pendency of any proceedings to resolve such claims, disputes or other matters in question.

11.4 Documents in support of the claim referred to in this Article may be subject to an independent Engagement by the Owner. In the event the Engagement supports the Design

Professional's claim, the Owner will pay for the Engagement. In the event the Engagement does not support the Design Professional's claim, the Design Professional will pay for the Engagement.

11.5 Any action initiated by either party associated with a claim or dispute, will be brought in the appropriate State Court in and for Hillsborough County, Florida. The appropriate Florida State Court shall be the exclusive venue and jurisdiction for such action. Confidential mediation with a mediator approved by the Owner shall be a condition precedent to litigation.

**ARTICLE 12 - ASSISTANCE IN LITIGATION**

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

**ARTICLE 13 - CONFLICT OF INTEREST**

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

**ARTICLE 14 - NOTICES AND ADDRESS OF RECORD**

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

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

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

**ARTICLE 15 - TERM OF CONTRACT**

This Contract will commence on the date awarded by the Board and will remain in effect until final acceptance of the constructed Project. Individual work orders will have effective dates and completion dates for the related scope of work.

#### ARTICLE 16 - TERMINATION OF CONTRACT

16.1 This Contract may be terminated by the Owner with or without cause with a seven day written notice to the Design Professional.

16.2 In the event of termination not the fault of the Design Professional, the Design Professional will be compensated for services performed to the termination date, together with reimbursable expenses then due and termination expenses. Termination expenses are expenses directly attributable to termination, including reasonable compensation for overhead and profit. Reasonable compensation for overhead and profit will be established pursuant to negotiation.

16.3 In the event of termination for cause, the Owner may retain all payments due to the Design Professional at the date of termination until all of the Owner's damages have been established and deducted from payments due.

16.4 Upon 30 days written notice to Owner, Design Professional may terminate this Contract if Design Professional is not in default of any term, provision, or covenant of this Contract only upon or after the occurrence of any of the following events: the inability of Design Professional to perform work at Tampa Executive Airport for which a work order has been issued 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 Professional from operating its business for a period of 90 consecutive days provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Design Professional.

#### ARTICLE 17 - SUSPENSION OF WORK

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

#### ARTICLE 18 - SUCCESSORS AND ASSIGNS

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

18.2 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 Professional assign any monies due, or to become due, hereunder without the previous written consent of the Owner. If the Design Professional attempts to make such assignment or sublet without such consent, the Design Professional will nevertheless remain legally responsible for all obligations under this Contract.

18.3 The Owner reserves the right to transfer its interests herein to any other governmental body authorized by law to operate the Tampa Executive, Peter O. Knight and Plant City Airports.

#### ARTICLE 19 - TRUTH IN NEGOTIATIONS

The Design Professional certifies that the wage rates and other factual unit costs supporting the compensation described herein and in all work orders provided under this Contract are accurate, complete and current at the time of contracting and that the original contract price and any additions or work orders will be adjusted to exclude any significant sums where the Owner determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments will be made within one year following the end of any particular work order issued under this Contract.

#### ARTICLE 20 - CERTIFICATION OF DESIGN PROFESSIONAL/PROHIBITION AGAINST CONTINGENT FEES

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

#### ARTICLE 21 - RESTRICTED VENDOR LISTS

21.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or design professional under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

21.2 A person or affiliate who has been placed on the discriminatory vendor list kept by the Florida Department of Management Services may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Design Professional, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity as provided in Section 287.134, Florida Statutes.

21.3 An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by FDOT to be a non-responsible contractor, may not perform work under this Contract.

#### ARTICLE 22 - CONTRACT MADE IN FLORIDA

This Contract has been made in and will be construed in accordance with the laws of the State of Florida. In any action initiated by one party against the other, venue will lie in Hillsborough County, Florida.

#### ARTICLE 23 - NON-DISCRIMINATION

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

23.1.1 Compliance with regulations. The Design Professional must 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 they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

23.1.2 Non-discrimination. The Design Professional, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Design Professional will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

23.1.3 Solicitations for subcontracts, including procurement of materials and equipment. In all solicitations either by competitive bidding or negotiation made by the Design Professional for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by the Design Professional of the Design Professional's obligations under this Contract and the Regulations relative to non-discrimination on

the grounds of race, color or national origin.

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

23.1.5 Sanctions for non-compliance. In the event of the Design Professional'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 Professional under this Contract until the Design Professional complies, and/or cancellation, termination or suspension of the Contract, in whole or in part.

23.1.6 Incorporation of provisions. The Design Professional must include the provisions of sub-articles 23.1.1 through 23.1.7 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Design Professional must 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 Professional becomes involved in or is threatened by litigation with a subcontractor or supplier as a result of such direction, the Design Professional may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Design Professional may request the United States to enter into such litigation to protect the interests of the United States.

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

## ARTICLE 24 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

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

24.1 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 Professional 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.

24.2 Non-Discrimination: Design Professional and any subcontractor of Design Professional will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Design Professional will carry out applicable requirements of Owner's DBE Policy and Program in the award and administration of this Contract. Failure by Design Professional to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Owner deems appropriate. Each contract Owner executes with Design Professional and each subcontract Design Professional executes with a subcontractor must include the following:

"Design Professional and subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Design Professional will carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by Design Professional 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."

24.3 DBE Termination and Substitution: Design Professional 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.

24.4 DBE Goals. In compliance with the Owner's DBE policy, the Design Professional'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 Professional'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 Professional will demonstrate that they will subcontract to certified DBEs certified by the Florida Unified Certification Program (FLUCP) at least 25.6% 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.

24.5 Monitoring: Owner will monitor the ongoing good faith efforts of Design Professional 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 Professional and the DBE participant, and other records pertaining to DBE participation, which Design Professional 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 Professional for the achievement of these goals.

- 24.6 Prompt Payment: Design Professional 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 Professional receives from Owner. Design Professional 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.
- 24.7 Reporting Requirements: Design Professional 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 Professional will explain in the DBE Monthly Utilization Report the reasons for its failure to meet the prescribed goal and the strategy Design Professional 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 Professional 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.
- 24.8 Design Professional agrees to indemnify the Owner from the loss of any funds or other damages that may result from Design Professional's failure to achieve the 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 Professional or good faith investigation by Owner. Failure of Design Professional to make a good faith effort to achieve DBE goals will be a material breach of this Contract. The determination of whether Design Professional'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.
- 24.9 In the event of the Design Professional'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:

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

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

24.9.3 Suspension or debarment of Design Professional 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 25 – BUY AMERICAN ASSURANCE

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

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

#### ARTICLE 26 – 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 Company 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, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.473, or has been engaged in business operations in Syria.

#### ARTICLE 27 – E-VERIFY REQUIREMENT/UNAUTHORIZED ALIENS

27.1 In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status), all agencies under the direction of the Governor are to include as a condition of all state contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that 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 Contracts dated after January 4, 2011. The Design Professional 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. The Design Professional will execute Attachment 3, E-Verify Certification, to certify and affirm that Design Professional will comply with the E-Verification requirements of Executive Order Number 11-116.

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

27.3 By entering into this Contract, the Design Professional becomes obligated to comply with the provisions of Section 448.095, Fla. Stat. "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor uses the E-verify system and subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the Section 448.095 by the Design Professional, the Design Professional may not be awarded a public contract for a period of 1 year after the date of termination.

#### ARTICLE 28 – LOBBYING

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

#### ARTICLE 29 - COMPLETE CONTRACT

This Contract represents the entire and fully integrated Contract between the Owner and the Design Professional and supersedes all prior negotiations, representations or contracts, either written or oral. This Contract may be amended only by written instrument signed by both the Owner and the Design Professional.

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

By the Design Professional this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

**AVCON, INC.**

\_\_\_\_\_

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

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

Print Name

\_\_\_\_\_

Print Address

\_\_\_\_\_

\_\_\_\_\_

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

**Notary for Avcon, Inc.**

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as

(Name of person)

\_\_\_\_\_, for \_\_\_\_\_.  
(type of authority) (name of party on behalf of whom contract was executed)

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

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

Personally Known OR Produced Identification  
Type of Identification Produced

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

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

*(Affix Corporate Seal)*

By: \_\_\_\_\_  
Gary Harrod, Chairman

**ATTEST:**

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

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

**LEGAL FORM APPROVED:**

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

**Notary for Hillsborough County Aviation Authority**

**STATE OF FLORIDA**

**COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of  physical presence or  online authorization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by Gary Harrod, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

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

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

Personally Known OR Produced Identification  
Type of Identification Produced

## SCOPE OF SERVICES FOR

### Professional Engineering Services For FY 2023 Project – General Aviation Airport Security Improvements HCAA Project Number: 7185 23

Tampa Executive (VDF), Peter O. Knight (TPF), and Plant City (PCM) Airports

**AVCON, INC.**

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#### **A. Project Description**

Security Improvements will be implemented for the Hillsborough County Aviation Authority General Aviation Airports including Tampa Executive (VDF), Peter O. Knight (TPF) and Plant City (PCM). These enhancements will be focused on providing a higher level of security and improve access control to the Airports' airfields, buildings, and hangars. A new access control system will be provided at TPF and the current access control system at VDF will be expanded. The project will also include power and communications infrastructure, replacement of airfield gates and gate operators, replacing existing and add new CCTV cameras, and partial replacement of perimeter fencing at each of the General Aviation Airports.

#### **B. Project Team**

The professional engineering services will be performed by the following team members:

- **AVCON** – Project Management, Airfield Engineering, Civil Engineering, Security Technology Design, Utility Engineering, Structural Engineering, Cost Estimating, Scheduling, Construction Administration
- **ECHO UES, Inc.** – Land Surveying and Subsurface Utility Engineering (SUE)
- **Madrid CPWG** – Geotechnical Engineering and Materials Testing
- **Mead & Hunt** – Architectural Services
- **VoltAir Consulting Engineers Inc.** – Electrical Engineering

## C. Project Scope of Work

### **Tampa Executive Airport (VDF)**

The VDF project scope elements include the addition and replacement of video surveillance cameras at strategic locations on the airfield and at the terminal, hangars, and other airport facilities; new access control portals; and new fiber optic infrastructure. New gate operators, dual leaf slide gates, and video surveillance for vehicle identification will be provided at airfield gate locations. Recently installed communication cabinets and card reader pedestals will be reused.

Approximately fifteen hundred (1500) linear feet of airfield security fencing will be replaced at VDF at locations to be determined at the beginning of the design phase.

New video surveillance cameras will be added, and existing cameras will be replaced at the terminal building, hangars, maintenance facility, select access control gates, and airfield. The existing Video Surveillance System will be evaluated and extended as required. Video Surveillance design will include video storage calculations to account for new and existing cameras as well as Pixel per Foot Calculation to aid in camera selection.

Fiber optic infrastructure will be installed to specific perimeter locations on the airport property. Due to the significant amount of existing onsite utilities (storm water piping, underground electrical, communications/fiber, and airfield lighting circuits) subsurface utility engineering (SUE) will be performed by ECHO UES, Inc. to establish utility locations along the electrical or fiber optic pathways to allow the design team to address potential conflicts. Communication duct banks will be installed in turfed areas to the extent possible. Directional drilling installation will be incorporated for crossing paved roads, taxiways and apron areas. Open trench cutting of pavement will be avoided where possible and used only where other methods are too costly or impractical.

New access control portals will be added at building doors in accordance with the security program upgrades. The existing interior IT room will be evaluated and any additional fiber patch panels, surge protection, or UPS power provided to support the new equipment. Any required owner furnished network will be coordinated to establish communication over the existing Frontier Lease line back to Tampa International Airport.

Geotechnical investigations and materials testing will be performed by Madrid CPWG. This will generally include estimating SHWT and determination of soil types and underground construction conditions.

Tampa Executive Airport Road provides access to the airfield and to a new non-aviation development on the east side of the airport.

Architectural services will be provided by Mead & Hunt to include reviewing existing conditions of each door location where access control is being added or replaced in reference to exterior envelope system and life safety; provide door schedules and details for access

control improvements at VDF; coordinate with project team including door hardware specialists, security designers, and electrical engineers.

Electrical design will be provided by Voltair to include determining project needs for security equipment, data infrastructure equipment and motorized gate replacement. Field investigations will be conducted to determine sources of power at the existing facilities for VDF. Electrical plans will be prepared designating distribution panel locations and branch circuiting for new security components.

### **Peter O. Knight Airport (TPF)**

The TPF project scope is comprised of new video surveillance cameras at landside and airside locations, a complete new access control system, new airfield access control gates and operators, and new fiber optic infrastructure.

New video surveillance cameras will be added, and existing cameras will be replaced at the terminal building, flight center, hangars, maintenance facility, annex building, select access control gates, and airfield. Camera locations may have limited poles height due to airspace restrictions. Airspace considerations will be coordinated with HCAA's Senior Manager of Planning. The existing Video Surveillance System will be evaluated and extended as required. Video Surveillance design will include video storage calculations to account for new and existing cameras as well as Pixel per Foot Calculation to aid in camera selection.

Communication infrastructure to support the fiber network will include communication cabinets at each gate to house Access Controllers, Fiber Patch panels, power supply, and network equipment. Access control points will include doors at storefront walls which will require coordination to achieve an aesthetic and functional solution for installation of the electronic lock and card reader. Existing pedestrian gates will be configured for access control with locking hardware, card reader and request to exit buttons. New headend, server, software and license, and any network incidentals will be provided as required.

Fiber optic infrastructure will be installed from the southernmost airfield gate to hangars 6600 and 6800. Efforts will be made to schedule survey/SUE and geotechnical consultants concurrently to minimize closure to Runway 18-36 and Taxiways F and G. This task may be performed after hours if required by the Authority.

Fiber optic duct will be installed by directional drilling where pavement crossings are necessary. It is anticipated that numerous locations will require this type of construction to cross taxiways, taxilanes, or runways. Communication infrastructure to support the fiber network will include communication cabinets at each gate to house Access Controllers, Fiber Patch panels, power supply, and network equipment. Similarly, the existing IT room inside will be evaluated and any additional fiber patch panels, surge protection, or UPS power provided to support the new equipment. Any required owner furnished network will be coordinated to establish communication over the existing Frontier Lease line back to Tampa International.

Approximately fifteen hundred (1500) linear feet of airfield security fencing will be replaced at TPF at locations to be determined at the beginning of the design phase.

Geotechnical Testing will be conducted by Madrid CPWG at a new fence line between the FBO Terminal and the Flight Center for determining foundation design soil properties and SHWT. Materials testing will consist of concrete testing during construction in addition to subgrade, base course, and asphalt testing if the design results in any service road realignment.

Architectural services will be provided by Mead & Hunt to include reviewing existing conditions of each door location where access control is being added or replaced in reference to exterior envelope system and life safety; design of new fencing at TPF and coordination with pedestrian gate; provide door schedules and details for access control improvements at TPF; coordinate with project team including door hardware specialists, security designers, and electrical engineers.

Electrical design will be provided by Voltair to include determining project needs for security equipment, data infrastructure equipment and motorized gate replacement. Field investigations will be conducted to determine sources of power at the existing facilities for TPF. Electrical plans will be prepared designating distribution panel locations and branch circuiting for new security components.

### **Plant City (PCM)**

The PCM project scope includes replacement of existing airfield vehicle gates and operators. Approximately fifteen hundred (1500) linear feet of airfield security fencing will be replaced at PCM at locations to be determined at the beginning of the design phase.

Geotechnical investigations and materials testing will be performed by Madrid CPWG. This will generally include estimating SHWT and determination of soil types and underground construction conditions.

Electrical design will include determining project needs for replacement and addition of motorized gate operators. Field investigations will be conducted to determine sources of power at the existing facilities for PCM. Electrical plans will be prepared designating distribution panel locations and branch circuiting for new security components.

## **D. SCOPE OF PROFESSIONAL SERVICES**

### **1) Schematic Design (30%)**

- 1.1 **Project Management** – Project Management will include the development of a Project Control Plan (Work Plan), which includes scope, schedule, and budget

controls. AVCON will then use these tools to track the schedule, monitor budgets, and document progress during the design of the project. Project management will also include direct client coordination, project status/schedule updates, and general contract management.

- 1.2 **Project Meetings** – AVCON will prepare for and attend one (1) project kick-off meeting with the Authority and the design team to review project design goals, schedule, administrative procedures, safety requirements, and to address any questions related to the project. Intermediate design team meetings will be held to review design progress and discuss specific technical or coordination items with HCAA. AVCON will provide meeting agendas and distribute minutes to all attendees.
- 1.3 **Data Collection and Review** – AVCON will collect, review, compile, and summarize all existing data pertaining to the project. The Authority will provide AVCON will all available documentation, such as as-builts, survey data, record drawings, permits, and reports. The information will be reviewed, and design assumptions will be validated. Any potential deviations from the scope of work will immediately be brought to the Authority’s attention.
- 1.4 **Preliminary Site Visit / Visual Inspection** – AVCON will conduct a site investigation and visual inspection of the GA Airport Facilities specifically the Video Surveillance Systems, Access Control Systems, Airfield Gates, and perimeter fencing to validate existing as-built/record drawing information and to better understand the physical site conditions and constraints. The existing integrated security systems at VDF were reviewed with HCAA ITS on 4/24/2023 and will be used as a model for integration at the TPF airport. Any potential deviations from the scope will immediately be brought to the Authority’s attention. A technical memo will be provided summarizing the results of the preliminary site visit and visual inspection.
- 1.5 **Conduct Site Investigations** – AVCON will coordinate with the specialty team members, which include the Geotechnical Engineer, Surveyor/SUE team, Electrical Engineer and the Architect. AVCON will also coordinate with the Airport on access and potential operational impacts associated with the site investigations.
  - 1.5.1 **Geotechnical Investigation** - AVCON’s Teammate, Madrid CPWG, will complete the field work and testing. Geotechnical investigations will be conducted at all three airports to determine soil conditions as each airport is anticipated to have different subsurface soil conditions.
  - 1.5.2 **Land Surveying and Subsurface Utility Engineering (SUE)** - AVCON’s Teammate, ECHO, will complete the field work and development of the Survey validating existing conditions and establishing control points and benchmarks. SUE will include GPR for horizontal locations and depiction of existing underground

utilities in areas potentially impacted by this project. As design progresses, ECHO will return to the field in specified locations to perform VVH (Verified Vertical and Horizontal) via soft digs.

- 1.6 **Review of Site Investigation Reports/Data** – Review and incorporate data into 30% design documents.
- 1.7 **Security Systems Design** – Establish schematic design parameters for the security systems improvements. Coordinate the proposed security upgrades with the Authority.
- 1.8 **Drawing Preparation** – Drawings will be prepared in an 11” x 17” PDF format per HCAA Standards and the submittal will be made electronically to HCAA Records Management. Drawings prepared in this phase include, but are not limited to:

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Electrical General Notes

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Electrical Facility Demolition Plans (5)

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Technology General Notes

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Perimeter Security Demolition Plans (9)

Airport Facilities Security Demolition Plans (10)

Perimeter Security Plans (9)

Airport Facilities Security Plans (10)

- 1.9 **Construction Safety and Phasing Plan (CSPP)** – AVCON will prepare the outline CSPP. This document will be submitted to the Authority and the FAA and serve as the basis for the final CSPP. It is not anticipated that a Safety Risk Management panel will be required for this project and participating in the SRM process is not included in this scope of work.

- 1.10 **Technical Specifications** – AVCON will prepare an outline of technical specifications needed for the project. Technical Specifications will include Civil, Architectural, Electrical, and Low Voltage (Security) Divisions. Specifications will follow FAA format using unit cost where applicable.
- 1.11 **Engineer’s Report** – AVCON will prepare a draft engineer’s report, which will include a discussion of design criteria, standards, test results, design methodology, construction sequencing, etc. This report will include data/reports from the various site investigations and direction and/or decisions provided by the Authority in previous meetings/discussions.
- 1.12 **Cost Estimate Development** – AVCON will determine project quantities for all items of work and develop a project construction cost estimate which will accompany the design submittal and will be commensurate with the level of detail included in the submittal. The estimate will validate the current PMP budget established by the Authority and will include contingencies as appropriate for the level of design accomplished. At this phase of design, the estimate will carry a 20% contingency. The estimate will include the Owner’s Allowance as necessary.
- 1.13 **Quality Control** – AVCON will develop a QA/QC Management Plan specific to this project, which will be submitted to the Authority prior to the start of design. AVCON will conduct internal quality control reviews of all elements of the submittal in advance of the formal submittal to the Authority and in accordance with the QA/QC Management Plan. Copies of all quality control documentation, including mark-ups, will accompany the design submittal.
- 1.14 **Deliverable** – AVCON will package and deliver the following to the Authority at the completion of the 30% design. All documents will be submitted electronically:
- Technical memo – summary of existing conditions
  - 11”x17” plans
  - Outline of technical specifications
  - 30% Engineer’s Report
  - CSPP Outline
  - 30% Engineer’s Opinion of Probable Costs
  - Quality Control Review documentation
  - Schedule Update
- 1.15 **30% Design Review Meeting** – AVCON will participate in one review meeting at the HCAA offices to review the submittal made as part of this design phase with the Authority’s staff. AVCON will be prepared to fully discuss each element of the submittal to make the necessary decisions to advance the design with the next phase of the project. AVCON will provide minutes of the meeting and will distribute to all attendees.

## 2) **Design Development (60%)**

The information obtained during the Schematic Design Phase (30%) will be reviewed and refined during the Design Development Phase (60%). This phase will encompass the professional services required to furnish the Authority with a set of 60% documents, including technical specifications, 60% drawings, construction phasing and safety plans, and cost estimates to reflect any adjustments to the project since the previous phase. These documents will be developed and prepared in accordance with FAA standards and will provide sufficient detail for the review of the proposed design by the Authority and all other appropriate parties.

- 2.1 **Project Management** – Project Management will include tracking the schedule, monitoring budgets, and documenting progress during the design of the project. Project management will also include direct client coordination, project status/schedule updates, and general contract management. Intermediate design team meetings will be held to review design progress and discuss specific technical or coordination items with HCAA. AVCON will provide meeting agendas and minutes distributed to all attendees.
- 2.2 **Drawing Preparation** – Drawings prepared under the 30% phase will be refined and expanded to the 60% level. Drawings prepared in this phase include, but are not limited to:

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- 2.3 **Technical Specifications** – AVCON will prepare 60% technical specifications. All technical specifications will conform to the latest FAA criteria and code requirements.
- 2.4 **Cost Estimate Development** – AVCON will determine project quantities for all items of work and develop a project construction cost estimate which will accompany the design submittal and will be commensurate with the level of detail included in the submittal. The estimate will validate the current PMP budget established by the Authority and will include contingencies as appropriate for the level of design accomplished. At this phase of design, the estimate will carry a 10% contingency. The estimate will include the Owner’s Allowance as necessary.
- 2.5 **Quality Control** – AVCON will develop a QA/QC Management Plan specific to this project, which will be submitted to the Authority prior to the start of design. AVCON will conduct internal quality control reviews of all elements of the submittal in advance of the formal submittal to the Authority and in accordance with the QA/QC Management Plan. Copies of all quality control documentation, including mark-ups, will accompany the design submittal.
- 2.6 **Deliverable** – AVCON will package and deliver the following to the Authority at the completion of the 60% design. All documents will be submitted electronically:
- 11”x17” plans
  - Technical specifications
  - 60% Engineer’s Report
  - 60% Engineer’s Opinion of Probable Costs
  - Quality Control Review documentation
  - Schedule Update
- 2.7 **60% Design Review Meeting** – AVCON will participate in one review meeting at the HCAA offices to review the submittal made as part of this design phase with the Authority’s staff. AVCON will be prepared to fully discuss each element of the submittal to make the necessary decisions to advance the design with the next phase of the project. AVCON will provide minutes of the meeting and will distribute to all attendees.

### 3) **Construction Documents (90%)**

The information obtained during the Design Development Phase (60%) will be reviewed and refined during the Construction Document Phase (90%). This phase will encompass the professional services required to furnish the Authority with a set of 90% documents, including technical specifications, 90% drawings, construction phasing and safety plans, engineer's report, and cost estimates to reflect any adjustments to the project since the previous phase. These documents will be developed and prepared in accordance with FAA standards and will provide sufficient detail for the review of the proposed design by the Authority and all other appropriate parties.

- 3.1 **Project Management** – Project Management will include tracking the schedule, monitoring budgets, and documenting progress during the design of the project. Project management will also include direct client coordination, project status/schedule updates, and general contract management. Intermediate design team meetings will be held to review design progress and discuss coordination items with HCAA. AVCON will provide meeting agendas and minutes distributed to all attendees.
- 3.2 **Drawing Preparation** – Drawings prepared under the 60% phase will be refined and expanded to the 90% level. Drawings prepared in this phase include, but are not limited to:

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- 3.3 **Technical Specifications** – AVCON will prepare 90% technical specifications. Specifications will follow FAA format using unit cost where applicable. All technical specifications will conform to the latest FAA criteria and code requirements.
- 3.4 **Engineer’s Report** – AVCON will update the draft engineer’s report based on direction and/or decisions provided by the Authority in previous meetings/discussions.
- 3.5 **Construction Safety and Phasing Plan (CSPP)** – AVCON will prepare the final CSPP. AVCON will coordinate the project construction phasing and sequencing plan with the Authority and affected stakeholders. This document will supplement the technical specifications and serve as a guide for the selected Contractor when preparing the Safety Plan Compliance Document (SPCD).
- 3.6 **Cost Estimate Development** – AVCON will determine project quantities for all items of work and develop a project construction cost estimate which will accompany the design submittal and will be commensurate with the level of detail included in the submittal. The estimate will validate the current PMP budget established by the Authority and will include contingencies as appropriate for the level of design accomplished. At this phase of design, the estimate will carry a 5% contingency. The estimate will include the Owner’s Allowance as necessary.
- 3.7 **Quality Control** –AVCON will conduct internal quality control reviews of all elements of the submittal in advance of the formal submittal to the Authority and in accordance with the QA/QC Management Plan. Copies of all quality control documentation, including mark-ups, will accompany the design submittal.
- 3.8 **Deliverable** – AVCON will package and deliver the following to the Authority at the completion of the 90% design. All documents will be submitted electronically:
- 11”x17” plans
  - Technical specifications

- 90% Engineer's Report
- 90% Engineer's Opinion of Probable Costs
- Final CSPP
- Quality Control Review documentation
- Schedule Update

3.9 **90% Design Review Meeting** – AVCON will participate in one review meeting at the HCAA offices to review the submittal made as part of this design phase with the Authority's staff. AVCON will be prepared to fully discuss each element of the submittal to make the necessary decisions to advance the design with the next phase of the project. AVCON will provide minutes of the meeting and will distribute to all attendees.

#### 4) **Construction Documents (100%)**

The information obtained during the Construction Document Phase (90%) will be reviewed and refined during the Construction Document Phase (100%). All comments received from the Authority and/or Permitting Agencies will be addressed to complete the bid documents.

4.1 **Project Management** – Project Management will include tracking the schedule, monitoring budgets, and documenting progress during the design of the project. Project management will also include direct client coordination, project status/schedule updates, and general contract management. Intermediate design team meetings will be held to review design progress and discuss coordination items with HCAA. AVCON will provide meeting agendas and minutes distributed to all attendees.

4.2 **Drawing Preparation** – Drawings prepared under the 90% phase will be refined for 100% submission. Drawings prepared in this phase include, but are not limited to:

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- 4.3 **Technical Specifications and Front-End Document Assistance** – AVCON will prepare the final technical specifications and assist the Authority with preparing the front-end documents. This includes, but is not limited to, a project description, anticipated construction duration, index of drawings, list of technical specifications.
- 4.4 **Construction Safety and Phasing Plan (CSPP)** – AVCON will prepare 100% level CSPP. AVCON will coordinate the project construction phasing and sequencing plan with the Authority and affected stakeholders.
- 4.5 **Engineer’s Report** – As part of the 100% construction documents phase, an engineer’s report will be submitted to the Authority. The report will be a continuation of the report started during the Schematic Design phase and updated during the Construction Document phase.
- 4.6 **Cost Estimate Development** – AVCON will finalize the project cost estimate with all contingencies removed. The estimate will include the 100% Owner’s Allowance.
- 4.7 **Quality Control** – AVCON will conduct internal quality control reviews of all elements of the submittal in advance of the formal submittal to the Authority and in accordance with the QA/QC Management Plan. Copies of all quality control documentation, including mark-ups, will accompany the design submittal.

- 4.8 **Deliverable** – AVCON will package and deliver the following to the Authority at the completion of the 100% design. All documents will be submitted electronically:
- 11"x17" plans
  - Technical specifications
  - 100% Engineer's Report
  - 100% Engineer's Opinion of Probable Costs
  - Quality Control Review documentation
  - Schedule Update
- 4.9 **100% Design Review Meeting** – AVCON will participate in one review meeting at the HCAA offices to review the submittal made as part of this design phase with the Authority's staff. AVCON will be prepared to fully discuss each element of the submittal to make the necessary decisions to advance the design with the next phase of the project. AVCON will provide minutes of the meeting and will distribute to all attendees.

## 5) **Bid Documents**

During this phase the final bid documents will be prepared. All comments received from the Authority and/or Permitting Agencies will be addressed to complete the bid documents.

- 5.1 **Project Management** – Project Management will include tracking the schedule, monitoring budgets, and documenting progress during the design of the project. Project management will also include direct client coordination, project status/schedule updates, and general contract management.
- 5.2 **Drawing Preparation** – Drawings prepared under the 100% phase will be refined and finalized for bidding. Drawings prepared in this phase include, but are not limited to:

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- 5.3 **Technical Specifications and Front-End Document Assistance** – AVCON will prepare the final technical specifications and assist the Authority with preparing the front-end documents and bid advertisement. This includes, but is not limited to, a project description, anticipated construction duration, index of drawings, list of technical specifications, and list of anticipated trades.
- 5.4 **Engineer’s Report** – As part of the final bid documents phase, an engineer’s report will be submitted to the Authority. The report will be a continuation of the report started during the Schematic Design phase and updated during the Construction Document phase.
- 5.5 **Cost Estimate Development** – AVCON will finalize the project cost estimate with all contingencies removed. The estimate will include the final Owner’s Allowance.
- 5.6 **Quality Control** – AVCON will conduct internal quality control reviews of all elements of the submittal in advance of the formal submittal to the Authority and in accordance with the QA/QC Management Plan. Copies of all quality control documentation, including mark-ups, will accompany the design submittal.

- 5.7 **Deliverable** – AVCON will package and deliver the following to the Authority at the completion of the bid documents phase. All documents will be submitted electronically:
- 11"x17" plans
  - Technical specifications
  - 100% Engineer's Report
  - 100% Engineer's Opinion of Probable Costs
  - Bid Schedule with Quantities
  - Quality Control Review documentation
- 5.8 **Final Design Review Meeting** – AVCON will participate in one review meeting at the HCAA offices to review the submittal made as part of this design phase with the Authority's staff. AVCON will be prepared to fully discuss each element of the submittal to make the necessary decisions to advance the design with the next phase of the project. AVCON will provide minutes of the meeting and will distribute to all attendees.
- 5.9 **Issued for Bid Documents** – Final plan drawings and technical specifications will be developed to include a complete level of design for the Issued for Bid Documents. Comments received as part of the 100% Design Review Meeting will be addressed and incorporated as necessary. PDF copies of both the plan drawings (11" x 17") and technical specifications will be provided to the Authority for incorporation into the final Issued for Bid set.

## 6) **Permitting**

Coordination with the FAA for compliance with NEPA is required, whether the project is federally funded or not. This project should qualify for a Short Form CatEx pursuant to FAA Order 1050.1F.

In addition to NEPA compliance, this project will require coordination with Southwest Florida Water Management District (SWFWMD) for a modification to the existing ERP permits in place at all three airports. This project should qualify for a minor modification, subject to concurrence from SWFWMD during a pre-application meeting. Any permitting application fees will be paid by HCAA.

AVCON will provide a supplemental scope for review and approval if more detailed environmental or stormwater permitting is required.

AVCON will prepare and submit Construction Documents, Technical Specifications, and related supporting documentation to the AHJ for the permit review process. HCAA will be responsible for all permitting fees. AVCON will respond to permit application comments as required to comply with code and local ordinances. It is anticipated that Building Permits will be required for each Airport and that these will be separate AHJs. It is

expected that Permit documents will be submitted to Hillsborough County for Tampa Executive Airport; to City of Tampa for Peter O Knight Airport; and to City of Plant City for Plant City Airport.

## 7) **Bid and Award**

- 7.1 **Pre-Bid Meeting and Site Visit** – AVCON will assist the Authority with preparation of a presentation for use during the Pre-Bid Meeting. AVCON will also attend and participate in the pre-bid meeting at the Airport, which may include a site visit. In accordance with Authority procedures, no formal meeting minutes will be distributed.
- 7.2 **Bidder Questions** – AVCON will respond to questions from plan holders, via the Authority, related to the Bid Documents. Questions which require clarification or additional information will be transmitted to all plan holders formally via the addendum process.
- 7.3 **Preparation of Addenda** – AVCON will assist the Authority with preparation of all required technical related addenda to revise plans and specifications and/or respond to questions in order to provide necessary clarification or to correct discrepancies. The Authority will issue all addenda.
- 7.4 **Cost Estimate** – AVCON will finalize the project cost estimate for bidding purposes.
- 7.5 **Bid Tabulation and Recommendation of Award** – AVCON will develop a tabulation of all bids received and conduct an evaluation, which will check for correctness of the bid schedule and identify the low bidder. Upon completion of the evaluation process, AVCON will make a written recommendation of award to the Authority.
- 7.6 **Preparation of Conformed Documents** – AVCON will incorporate all addendum information into the plans and technical specifications to prepare a conformed set of documents. PDF copies of both the plan drawings (11" x 17") and technical specifications will be provided to the Authority for incorporation into the final Conformed Documents set. Additionally, AutoCAD files for the plan drawings and Word files for the technical specifications will be provided to the Authority in accordance with the HCAA Standards. In accordance with Authority procedures, the comprehensive set of Conformed Documents, including front-end specifications, will be compiled, and issued to the Contractor by the Authority.

## 8) **Construction Administration**

- 8.1 **Project Management** – Project Management will include tracking the schedule, monitoring budgets, and documenting progress during the construction

administration of the project. Project management will also include direct client coordination, project status/schedule updates, and general contract management.

- 8.2 **Pre-Construction Conference** – AVCON will attend and participate in a Pre-Construction Conference at the Airport, record the minutes of the conference, and distribute the minutes to the Authority’s authorized representative, conference attendees, and other interested parties.
- 8.3 **Construction Site Visit and Field Report** – AVCON will conduct periodic site visits to the construction site to observe and familiarize themselves generally with the progress and quality of the work and to determine if the work is generally proceeding in accordance with the contract documents and the contractor’s construction schedule. See the Project Fee Estimate for the number of visits. To avoid misunderstandings or questions, AVCON understands and agrees that the Authority will have the responsibility for the general management of the construction contract. AVCON will provide continuing counsel to the Authority’s authorized representative throughout the construction of the Project.
- 8.4 **Weekly Construction Coordination Meetings** – AVCON will attend weekly construction progress meetings and prepare meeting minutes. See the Project Fee Spreadsheet for the number of meetings. HCAA document management systems will be employed.
- 8.5 **Shop Drawing Submittal Review and Approval** – AVCON will review and approve or take other appropriate action upon shop drawings, samples, and other submissions furnished by the contractor and submitted to AVCON. AVCON will maintain a log of all contractor submittals which will include the submittal date, the action taken, and the date returned. HCAA document management systems will be employed.
- 8.6 **Responses to Contractor RFI’s** – AVCON will provide prompt responses to all technical related requests for information (RFI’s). HCAA document management systems will be employed. HCAA document management systems will be employed.
- 8.7 **Preparation of ESI’s** – AVCON will prepare engineer’s supplemental instructions (ESI’s) to provide clarification or additional information with regards to elements included in the contract documents as necessary to complete the project. HCAA document management systems will be employed.
- 8.8 **Preparation of CCD’s and CO’s** – AVCON will assist the Authority in preparing routine construction change directives and change orders as required. AVCON will provide design clarification and recommendations to assist the Authority in resolving field problems related to the construction. AVCON will evaluate

contractor change and cost proposals and substitutions and recommend to the Authority to either approve or disapprove the contractor's proposal or substitution. HCAA document management systems will be employed.

- 8.9 **Monthly Pay Application Approval** – AVCON will verify quantities of work performed and quantities of materials in place and sign-off on monthly pay applications. HCAA document management systems will be employed.
- 8.10 **Substantial Completion Inspection** – AVCON will perform, together with the Authority's authorized representative, one initial inspection at each airport to determine if the project has been completed in accordance with the contract documents and if the contractor has fulfilled all its obligations. AVCON will assist the Authority in the preparation of a punch list based on the inspection.
- 8.11 **Final Completion Inspection** – AVCON will perform, together with the Authority's authorized representative, one final inspection to determine if the project has been completed in accordance with the contract documents and if the contractor has fulfilled all its obligations for issuance of final acceptance by the Authority including completion of punch list work.
- 8.12 **Record Drawings** – AVCON will provide one set of "Record Drawings", along with PDF and AutoCAD files, which will become the property of the Authority. The Conformed Documents will be corrected to show significant changes made in the work during construction of the project. Such corrections will be based upon "as-built" prints, drawings, surveys, field sketches, and other data furnished to AVCON by the Authority and/or Contractor.

## **E. DESIGN DELIVERABLES**

The anticipated deliverables are listed below:

- ❖ Kick-off Meeting Minutes
- ❖ Schematic Design (30%) Submittal, Cost Estimate, and QC Documentation
- ❖ Schematic Design (30%) Review Meeting Minutes
- ❖ Design Development (60%) Submittal, Cost Estimate, and QC Documentation
- ❖ Design Development (60%) Review Meeting Minutes
- ❖ Construction Documents (90%) Submittal, Cost Estimate, and QC Documentation
- ❖ Construction Documents (90%) Review Meeting Minutes
- ❖ Construction Documents (100%) Submittal, Cost Estimate, and QC Documentation
- ❖ Construction Documents (100%) Review Meeting Minutes
- ❖ Bid Documents Submittal, Cost Estimate, QC Documentation
- ❖ Bid Documents Review Meeting Minutes
- ❖ Issued for Bid Documents – Plans and Technical Specifications

- ❖ Initial and Final Construction Safety and Phasing Plan (CSPP)
- ❖ Bid Tabulation and Recommendation of Award
- ❖ Conformed Documents
- ❖ Pre-Construction Conference Meeting Minutes
- ❖ Construction Progress Meeting Minutes
- ❖ Record Drawings

## **F. TRAVEL REQUIREMENTS**

All work on the project is being done out of Tampa or Orlando. As a result, no “out of town” travel is required for this project.

## **G. SUSTAINABILITY**

This project will be designed in accordance with the HCAA Sustainable Design Criteria Manual. Specifically, the project will incorporate, where applicable, sustainable design solutions that will be appropriately investigated and presented to the Authority for consideration during the design process.

## **H. PROJECT SCHEDULE**

A preliminary schedule has been developed for the General Aviation Airport Security Improvements Project. A summary of milestone dates is provided below.

<b>Milestone</b>	<b>Start Date</b>	<b>End Date</b>
NTP for Design	June 12, 2023	June 12, 2023
30% Submittal	June 12, 2023	September 4, 2023
60% Submittal	September 4, 2023	October 23, 2023
90% Submittal	October 23, 2023	December 1, 2023
Permitting	December 8, 2023	January 31, 2024
100% Submittal	December 11, 2023	January 12, 2024
Issued for Bid Documents	January 12, 2023	February 6, 2024
Bid Advertisement	February 13, 2024	February 13, 2024
Bid Opening	March 26, 2024	March 26, 2024
Board Award	May 2, 2024	May 2, 2024
NTP for Construction	June 3, 2024	June 3, 2024
Substantial Completion	April 11, 2025	April 11, 2025
Project Closeout	April 12, 2025	November 2, 2025

## **I. PROJECT FEE**

AVCON and all subconsultants will be compensated on a cost of work not-to-exceed for all Basic Services (i.e., labor) and on a time-and-materials basis with a not-to-exceed for Direct and Reimbursable Expenses (i.e., expenses).

Refer to the attached fee spreadsheets for a detailed breakdown of manhours and fees for each task.

## EXHIBIT B FEE ESTIMATE

Project Fee Proposal - AVCON, INC. - Summary Sheet														
<b>GA Airport Security Improvements</b>														
HCAA Project Number 7185 23														
5/9/2023														
Basic Design Services			30%	60%	90%	100%		Total	Bid and	Construction	Total	DBE %	% DBE	% Construction
Engineering & Preconstruction Services			Schematic	Design Dev.	Const. Docs	Bid Docs	Permitting		Award	Administration		of Fee	Goal	Cost
	AVCON - Airfield Civil and Security Engineering		\$ 77,244.38	\$ 66,516.03	\$ 77,667.37	\$ 31,425.33	\$ 7,247.63	\$ 260,100.75	\$ 10,459.60	\$ 106,959.44	\$ 377,519.79	0.0%		
	Mead & Hunt - Architectural		\$ 19,294.55	\$ 13,334.62	\$ 11,667.75	\$ 6,778.45	\$ -	\$ 51,075.38	\$ 4,189.97	\$ 12,480.15	\$ 67,745.49	0.0%		
DBE	VoltAir - Electrical Engineering		\$ 9,321.53	\$ 9,321.53	\$ 11,124.02	\$ 4,047.99	\$ -	\$ 33,815.07	\$ -	\$ 14,501.10	\$ 48,316.17	8.1%		
											\$ -			
	Design Phase Sub Total		\$105,860.47	\$ 89,172.18	\$ 100,459.14	\$ 42,251.78	\$ 7,247.63	\$ 344,991.20	\$ 14,649.56	\$ 133,940.69	\$ 493,581.45			
Reimbursable Expenses														
DBE	ECHO - Survey/SUE		\$ 62,574.81	\$ 14,997.18	\$ -	\$ -	\$ -	\$ 77,571.99	\$ -		\$ 77,571.99	13.0%		
DBE	Madrid - Geotechnical/Materials Testing		\$ 8,240.50	\$ -	\$ -	\$ -	\$ -	\$ 8,240.50	\$ -	\$ 19,473.00	\$ 27,713.50	4.6%		
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
	Reimbursable Expenses Sub Total		\$ 70,815.31	\$ 14,997.18	\$ -	\$ -	\$ -	\$ 85,812.49	\$ -	\$ 19,473.00	\$ 105,285.49			
<b>Total Fee, Allowances, Reimbursable Expenses</b>			\$176,675.78	\$ 104,169.36	\$ 100,459.14	\$ 42,251.78	\$ 7,247.63	\$ 430,803.69	\$ 14,649.56	\$ 153,413.69	\$ 598,866.94	25.6%	11.2%	

# 30% Design Fee

Project Fee Proposal - AVCON, INC. Team												
<b>GA Airport Security Improvements</b>												
HCAA Project Number 7185 23												
5/9/2023												
Scope/Task		Principal	PM	Sr. Eng	Security Eng	Proj Eng	CAD Design	Admin				Total
		Hours	Hours	Hours	Hours	Hours	Hours	Hours				
Basic Design Services												
Task 1 - Schematic Design-30% (AVCON)												
1.1	Project Management	3	14					10				27
1.2	Project Kick-Off Meeting		3	3				2				8
1.3	Data Collection and Review		2	4	8	6		4				24
1.4	Preliminary Site Visit/Visual Inspection		3	8	8	6						25
1.5	Conduct Site Investigations:											
1.5.1	Geotechnical Investigation		2	3	2	2						9
1.5.2	Land Survey and SUE		2	4	2	2						10
1.6	Review of Site Investigation Reports/Data		2	4	2	2						10
1.7	Security Systems Design		4	20	30	42	16					112
1.8	Drawing Preparation		4	26	28	56	110					224
1.90	Construction Safety and Phasing Plan (CSPP)		4	6	4	8	8					30
1.10	Technical Specifications		1	4	4			4				13
1.11	Engineer's Report		4	6	6	4		4				24
1.12	Cost Estimate Development		3	6	6	4						19
1.13	Quality Control	4	3	4	4		6	4				25
1.14	Deliverable		1	2	2		6	6				17
1.15	30% Design Review Meeting		3	4	4			2				13
<b>Subtotal Hours</b>			7.00	55.00	104.00	110.00	132.00	146.00	36.00	-	-	590
Rate			\$ 96.15	\$ 62.50	\$ 52.88	\$ 48.08	\$ 37.50	\$ 33.89	\$ 33.65			
Subtotal Direct Labor			\$ 673.05	\$ 3,437.50	\$ 5,499.52	\$ 5,288.80	\$ 4,950.00	\$ 4,947.94	\$ 1,211.40	\$ -	\$ -	\$ 26,008.21
Subtotal Burdened Labor @				2.97								\$ 77,244.38

# 30% Design Fee

Project Fee Proposal - AVCON, INC. Team												
<b>GA Airport Security Improvements</b>												
HCAA Project Number 7185 23												
5/9/2023												
Scope/Task		VP	Sr PM	Sr Arch.	Arcitech	Designer	Admin					Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours					
<b>Task 1 - Schematic Design-30% (Mead &amp; Hunt)</b>												
Project Management			2				2					4
Project Meetings (Kick off and bi-weekly)				7								7
Review Record Drawings				4	4							8
Project Setup (3)			1	4			2					7
Preliminary Site Visits (TPF & VDF Airports)				8		8						16
Coordinate with project team (door hardware specialist, security, electrical,				8	8							16
Research option and selections of doors, door systems, hardware, notes, and details				12	8							20
Specifications				2			1					3
30% Design Report			1	4			2					7
QC Review		4										4
Update documents based on QC review comments				2	4		1					7
Submit 30% documents			1	2			1					4
Design Review Meeting with HCAA												0
Track and respond to all comments				2	4		1					7
<b>Subtotal Hours</b>		4.00	5.00	55.00	28.00	8.00	10.00	-	-	-		110
Rate		\$ 99.75	\$ 92.50	\$ 61.15	\$ 55.29	\$ 26.38	\$ 32.15					
<b>Subtotal Direct Labor</b>		\$ 399.00	\$ 462.50	\$ 3,363.25	\$ 1,548.12	\$ 211.04	\$ 321.50	\$ -	\$ -	\$ -		\$ 6,305.41
<b>Subtotal Burdened Labor @</b>			3.06									\$ 19,294.55

Project Fee Proposal - AVCON, INC. Team												
<b>GA Airport Security Improvements</b>												
HCAA Project Number 7185 23												
Scope/Task		Principle	Director of Electrical Engineering	Electrical Engineer II	Electrical Engineer I	Electrical Designer I	BIM Coordinator	Clerical				Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours				
<b>Task 1 - Schematic Design-30% (VoltAir)</b>												
Site Visits			1	2	4	4						11
Team Meetings				2	4							6
Review Record Drawings				4	2	2						8
Electrical Engineering			1	4	4	2	4					15
QA/QC		1	1									2
Cost Estimate Coordination			1	2								3
Specifications			1	2				2				5

## 30% Design Fee

	<b>Subtotal Hours</b>		1.00	5.00	16.00	14.00	8.00	4.00	2.00				50
	Rate		\$ 94.29	\$ 100.01	\$ 55.29	\$ 40.87	\$ 38.46	\$ 53.63	\$ 33.65				
	Subtotal Direct Labor		\$ 94.29	\$ 500.05	\$ 884.64	\$ 572.18	\$ 307.68	\$ 214.52	\$ 67.30				\$ 2,640.66
	Subtotal Burdened Labor @			3.53									\$ 9,321.53









# 100% Design Fee

Project Fee Proposal - AVCON, INC. Team												
<b>GA Airport Security Improvements</b>												
HCAA Project Number 7185 23												
5/9/2023												
Scope/Task			Principal	PM	Sr. Eng	Security Eng	Proj Eng	CAD Design	Admin			Total
			Hours	Hours	Hours	Hours	Hours	Hours	Hours			
Basic Design Services												
<b>Task 4 - Bid Documents-100% (AVCON)</b>												
4.1	Project Management		2	4								6
4.2	Drawing Preparation			4	14	17	19	30				84
4.3	Technical Specifications and Front-End Document Assistance			3	6	8			8			25
4.4	Engineer's Report			3	5	6		4				18
4.5	Cost Estimate Development			3	6	7			2			18
4.6	Quality Control		2	4	6	6		2	2			22
4.7	Deliverable			2	4	6	6	8				26
4.8	100% Design Review Meeting			3	3	4		2				12
4.9	Issued for Bid Documents			2	2	2	4	8				18
<b>Subtotal Hours</b>			4.00	28.00	46.00	56.00	29.00	54.00	12.00	-	-	229
Rate			\$ 96.15	\$ 62.50	\$ 52.88	\$ 48.08	\$ 37.50	\$ 33.89	\$ 33.65	\$ -	\$ -	
Subtotal Direct Labor			\$ 384.60	\$ 1,750.00	\$ 2,432.48	\$ 2,692.48	\$ 1,087.50	\$ 1,830.06	\$ 403.80	\$ -	\$ -	\$ 10,580.92
Subtotal Burdened Labor @				2.97								\$ 31,425.33



# Permitting Fee

Project Fee Proposal - AVCON, INC. Team												
<b>GA Airport Security Improvements</b>												
HCAA Project Number 7185 23												
5/9/2023												
Scope/Task		Principal	PM	Sr. Eng	Security Eng	Proj Eng	CAD Design	Admin				Total
		Hours	Hours	Hours	Hours	Hours	Hours	Hours				
Basic Design Services												
Task 5 - Permitting (AVCON)												
5.1	Documented Categorical Exclusion (CATEX) NEPA Compliance		2	7				2				11
5.2	SWFWD Permitting		2	8		7		2				19
5.3	Building Department Permitting		2	8	8			2				20
<b>Subtotal Hours</b>			-	6.00	23.00	8.00	7.00	-	6.00	-	-	50
Rate			\$ 96.15	\$ 62.50	\$ 52.88	\$ 48.08	\$ 37.50	\$ 33.89	\$ 33.65	\$ -	\$ -	
Subtotal Direct Labor			\$ -	\$ 375.00	\$ 1,216.24	\$ 384.64	\$ 262.50	\$ -	\$ 201.90	\$ -	\$ -	\$ 2,440.28
Subtotal Burdened Labor @				2.97								\$ 7,247.63





# Construction Administration Fee

Project Fee Proposal - AVCON, INC. Team													
<b>GA Airport Security Improvements</b>													
HCAA Project Number 7185 23													
5/9/2023													
Scope/Task			Principle	Director of Electrical Engineering	Electrical Engineer II	Electrical Engineer I	Electrical Designer I	BIM Coordinator	Clerical				Total
			Hours	Hours	Hours	Hours	Hours	Hours	Hours				
<b>Basic Design Services</b>													
<b>Task 7 - Construction Administration (VoltAir)</b>													
Periodic Site Visits + Observation Reports					8	4							12
Periodic OAC Meetings				4	4	4							12
Product Data Submittal Reviews				1	8	8							17
Shop Drawing Submittal Reviews				1	8	8							17
RFI Responses				1	4	4	4						13
ASI Preparation						4	2						6
Permitting coordination				1									1
<b>Subtotal Hours</b>			-	8.00	32.00	32.00	6.00	-	-				78
Rate			\$ 94.29	\$ 100.01	\$ 55.29	\$ 40.87	\$ 38.46	\$ 53.63	\$ 33.65				
Subtotal Direct Labor			\$ -	\$ 800.08	\$ 1,769.28	\$ 1,307.84	\$ 230.76	\$ -	\$ -				\$ 4,107.96
Subtotal Burdened Labor @				3.53									\$ 14,501.10

ATTACHMENT 2 - CONTRACT CLAUSES AIRPORT IMPROVEMENT PROGRAM – CONTRACT ATTACHMENT

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 200.334, 2 CFR 200.337, FAA Order 5100.38

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

2.0 AFFIRMATIVE ACTION REQUIREMENT - Refer to Appendix P Solicitation Attachment Airport Improvement Program

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

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

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

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

4.0 BUY AMERICAN PREFERENCE - Refer to Appendix P Solicitation Attachment Airport Improvement Program and Attachment 4

5.0 CIVIL RIGHTS – GENERAL - 49 USC § 47123

In all its activities within the scope of its airport program, the Design Professional agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

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

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

6.0 CIVIL RIGHTS – TITLE VI ASSURANCES - 49 USC § 47123, FAA Order 1400.11

A. Compliance with Nondiscrimination Requirements

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

1. Compliance with Regulations:

The Design Professional (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

2. Non-discrimination:

The Design Professional, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of

materials and leases of equipment. The Design Professional will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

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

4. Information and Reports:

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

5. Sanctions for Noncompliance:

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

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

6. Incorporation of Provisions:

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

interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
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, ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income

populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005)); and
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7.0 CLEAN AIR AND WATER. POLLUTION CONTROL- 2 CFR Part 200, Appendix II(G), 42 USC § 7401, et seq, 33 USC § 1251, et seq

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

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

8.0 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS- 2 CFR Part 200, Appendix II(E), 2 CFR § 5.5(b), 40 USC § 3702, 40 USC § 3704

A. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph A of this clause, the Design Professional and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this clause.

C. Withholding for Unpaid Wages and Liquidated Damages.

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

D. Subcontractors.

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

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

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

10.0 DAVIS-BACON REQUIREMENTS - 2 CFR § 200 Appendix II (D), 29 CFR Part 5, 49 USC § 47112(b), 40 USC §§ 3141-3144, 3146, and 3147

A. Minimum Wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (A)(4) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred

during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Section 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (A)(2) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Design Professional and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

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

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

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

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

performed in the classification.

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

B. Withholding.

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

C. Payrolls and basic records.

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

benefits. Design Professionals employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

E. Compliance with Copeland Act Requirements.

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

F. Subcontracts.

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

G. Contract Termination: Debarment.

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

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

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

I. Disputes Concerning Labor Standards.

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

J. Certification of Eligibility.

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

11.0 DEBARMENT AND SUSPENSION (NON-PROCUREMENT) – Refer to Appendix O Airport Improvement Program Certification

12.0 DISADVANTAGED BUSINESS ENTERPRISE - Refer to Appendix P Solicitation Attachment Airport Improvement Program

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

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

Prompt Payment (49 CFR 26.29) The prime Design Professional agrees to pay each subcontractor under this Contract for satisfactory performance of its Contract no later than ten (10) days from the receipt of each payment the Design Professional receives from Owner. The Design Professional agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f) - The Design Professional must not terminate a DBE subcontractor listed in response to a solicitation (or an approved substitute DBE firm) without prior written consent of the Owner. This includes, but is not limited to, instances in which the Design Professional seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. The Design Professional shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless Owner consent is provided, the Design Professional shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the Design Professional has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53. Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the Design Professional must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request. The Design Professional must give the DBE five days to respond to the Design Professional's notice and advise the Owner and the Design Professional of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the Design Professional's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by Offerors in negotiated procurements.

13.0 DISTRACTED DRIVING – Executive Order 13513, DOT Order 3902.10

TEXTING WHEN DRIVING

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

In support of this initiative, the Owner encourages the Design Professional to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Design Professional must include the substance of this clause in all sub-tier contracts exceeding \$10,000 and involve driving a motor vehicle in performance of work activities associated with the project.

14.0 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT – Refer to Appendix O Airport Improvement Program Certification

15.0 DRUG FREE WORKPLACE REQUIREMENTS - 49 CFR Part 32

The Owner is required to comply with the Drug Free Workplace Act of 1988 (41 USG § 8101-8106, as amended) which requires it to agree to provide a drug free workplace. Design Professional, when working on site, must maintain a drug free workplace.

16.0 EQUAL EMPLOYMENT OPPORTUNITY (EEO) - 2 CFR Part 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

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

- A. The Design Professional will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Design Professional will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Design Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Design Professional, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Design Professional will not discharge or in any other manner discriminate against any

employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- D. The Design Professional will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the said labor union or workers' representative of the Design Professional's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Design Professional will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Design Professional will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Design Professional's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Design Professional may be declared ineligible for further Government contracts 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.
- H. The Design Professional will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Design Professional will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the Design Professional becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Design Professional may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

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

employment and training of minority and female utilization the Design Professional should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Design Professional is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

Professional may have taken.

- I. Provide immediate written notification to the Director when the union or unions with which the Design Professional has a collective bargaining agreement has not referred to the Design Professional a minority person or female sent by the Design Professional, or when the Design Professional has other information that the union referral process has impeded the Design Professional's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Design Professional's employment needs, especially those programs funded or approved by the Department of Labor. The Design Professional shall provide notice of these programs to the sources compiled under G.2 above.
6. Disseminate the Design Professional's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Design Professional in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Design Professional's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Design Professional's EEO policy with other Design Professionals and subcontractors with whom the Design Professional does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Design Professional's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Design Professional shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation

employment to minority and female youth both on the site and in other areas of a Design Professional's workforce.

11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Design Professional's obligations under these specifications are being carried out.
  14. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  16. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Design Professional's EEO policies and affirmative action obligations.
- H. Design Professionals are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (G.1 through G.16). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Design Professional is a member and participant, may be asserted as fulfilling any one or more of its obligations under G.1 through G.16 of these specifications provided that the Design Professional actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Design Professional's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Design Professional. The obligation to comply, however, is the Design Professional's and failure of such a group to fulfill an obligation shall not be a defense for the Design Professional's noncompliance.
- I. A single goal for minorities and a separate single goal for women have been established. The Design Professional, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Design Professional may be in violation of the Executive Order if the particular group is employed in a substantially disparate manner (for example, even though the Design Professional has achieved its goals for women generally, the Design Professional may be in violation of the Executive Order if a specific minority group of women is underutilized).

- J. The Design Professional shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- K. The Design Professional shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- L. The Design Professional shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Design Professional who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- M. The Design Professional, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Design Professional fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- N. The Design Professional shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- 17.0 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) - Refer to Appendix P Solicitation Attachment Airport Improvement Program
- 18.0 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES – Refer to Appendix O Airport Improvement Program Certification
- 19.0 PROHIBITION of SEGREGATED FACILITIES - 2 CFR Part 200, Appendix II(C), 41 CFR Part 60-1
- A. The Design Professional agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where

segregated facilities are maintained. The Design Professional agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

- B. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- C. The Design Professional shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

#### 20.0 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 - 29 CFR Part 1910

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

#### 21.0 PROCUREMENT OF RECOVERED MATERIALS - 2 CFR § 200.323, 2 CFR Part 200, Appendix II(J), 40 CFR Part 247, 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

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

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

The list of EPA-designated items is available at <http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products> Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

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

## 22.0 RIGHT TO INVENTIONS - 2 CFR Part 200, Appendix II(F), 37 CFR Part 401

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

## 23.0 SEISMIC SAFETY - 49 CFR Part 41

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

The Design Professional agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

## 24.0 TAX DELINQUENCY AND FELONY CONVICTIONS – Refer to Appendix O Airport Improvement Program Certification

## 25.0 TERMINATION OF CONTRACT – 2 CFR Part 200, Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09

### Termination for Convenience (Construction & Equipment Contracts)

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

1. Design Professional must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.

6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Design Professional for:

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

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

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

#### Termination for Default (Construction)

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

#### Termination for cause (Professional Services)

Either party may terminate this Contract for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Contract. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Contract. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Contract.

- a) Termination by Owner: The Owner may terminate this Contract for cause in whole or in part, for the failure of the Consultant to:
  1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Design Professional must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Contract, the Design Professional must deliver to the Owner all data, surveys, models, drawings, specifications, reports,

maps, photographs, estimates, summaries, and other documents and materials prepared by the Design Professional under this Contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Design Professional for satisfactory work completed up through the date the Design Professional receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Design Professional harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Design Professional was not in default of the Contract, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Design Professional: The Design Professional may terminate this Contract for cause in whole or in part, if the Owner:
1. Defaults on its obligations under this Contract;
  2. Fails to make payment to the Design Professional in accordance with the terms of this Contract;
  3. Suspends the project for more than [180] days due to reasons beyond the control of the Design Professional.

Upon receipt of a notice of termination from the Design Professional, Owner agrees to cooperate with Design Professional for the purpose of terminating the Contract or portion thereof, by mutual consent. If Owner and Design Professional cannot reach mutual agreement on the termination settlement, the Design Professional may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Contract based upon the Owner's breach of the Contract.

In the event of termination due to Owner breach, the Design Professional is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Contract and all justified reimbursable expenses incurred by the Design Professional through the effective date of termination action. Owner agrees to hold Design Professional harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

26.0 TRADE RESTRICTION CERTIFICATION – Refer to Appendix O Airport Improvement Program Certification

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

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

28.0 DOMESTIC PREFERENCES FOR PROCUREMENTS – Refer to Appendix O Airport Improvement Program Certification

END OF SECTION



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

## E-Verify Certification

### General Aviation Airport Security Improvements

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]

## INSURANCE REQUIREMENTS

Design Professional agrees to provide its full limits for every policy specified herein, without restriction or reduction, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, shall require the same of all of its contractors, subcontractors, suppliers, consultants, and subconsultants at each tier. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy, which makes the insurance more restrictive than the coverage required, the Design Professional agrees to remain responsible and obligated to make the Owner whole as if the Design Professional and all of its contractors, subcontractors, suppliers, consultants, and subconsultants at each tier fully met the insurance requirements of the contract. Every policy shall be maintained without interruption or amendment throughout the life of this Contract, including but not limited to any warranty or limitation periods, and for any period of extension described herein. In the event the Design Professional becomes in default of any requirement, the Owner reserves the right to take whatever actions deemed necessary to protect its interests. The Design Professional shall require every policy, other than Workers' Compensation, Employer's Liability and Professional Liability, to be endorsed to include the Owner, members of the Owner's governing body, and the Owner's officers, volunteers, agents, and its employees as additional insureds. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, Design Professional shall also ensure that the Florida Department of Transportation is added as an additional insured on the Commercial General Liability policy of the Design Professional. There shall be no language in any policy, endorsement, or exclusion that reduces or limits recovery to any amount less than the full policy limits. The Design Professional will submit evidence that it, and to the extent required by the Florida Department of Transportation Public Grant Agreement, all subcontractors, suppliers, consultants, and subconsultants at each tier has complied with this provision to the Owner before any work or service commences under this contract. Such evidence shall describe the full policy limits along with any deductible, retentions, attachment point, and any deviation from a fully insured program.

### Workers' Compensation/Employer's Liability

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

Part One:	"Florida Statutory"
Part Two:	
Each Accident	\$1,000,000.00
Disease – Policy Limit	\$1,000,000.00
Disease – Each Employee	\$1,000,000.00

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

### Commercial General Liability

The Design Professional will maintain and ensure that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier have Commercial General Liability insurance providing

## INSURANCE REQUIREMENTS

continuous coverage for all liability resulting out of, or in connection with, any ongoing operations performed by, including the use or occupancy of Owner premises, or on behalf of the Design Professional under this Contract. The insurance required under this contract shall be the full policy limits without reduction or limitation.

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

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

	<u>Contract Specific</u>
General Aggregate	\$2,000,000.00
Each Occurrence	\$2,000,000.00
Personal and Advertising Injury	\$2,000,000.00
Products and Completed Operations	\$2,000,000.00
Asbestos Abatement Liability	(If Found)

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

General Aggregate	N/A
Each Occurrence	N/A

Products and Completed operations coverage will be maintained for a period of one (1) year from the date of termination of this Contract.

### Business Auto Liability

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

Each Occurrence – Bodily Injury and

## INSURANCE REQUIREMENTS

Property Damage Combined

\$1,000,000.00

### Professional Liability

The Design Professional agrees to provide its full policy limits for its professional liability exposures, without restriction or reduction. Such insurance will be maintained by the Design Professional without interruption or amendment throughout the life of this Contract and for a period of one (1) year following termination of the Contract. Any deductible, retention or self-insured amount must be approved in writing by the Owner. All policies shall be endorsed to include contractual liability. Coverage will include all work of the Design Professional, and all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier that provide professional services, work, or advice as it relates to this agreement, including but not limited to areas with possible environmental impact, without any exclusions unless approved in writing by the Owner. The Design Professional shall not allow its limits to drop below or become encumbered below the following minimum limits of insurance:

Each Occurrence

\$1,000,000.00

Annual Aggregate

\$1,000,000.00

### Builders Risk Coverage

N/A

### Environmental Impairment (Pollution) Liability

N/A

### Utility and Railroad Protective Liability

To the extent required by the Florida Department of Transportation Public Transportation Grant Agreement when work performed under this Contract is on or in the vicinity of utility-owned property or facilities the utility shall also be listed as an additional insured along with the Owner, members of the Owner's governing body, the Owner's officers, volunteers, agents and its employees and to the extent required by the Florida Department of Transportation Grant Agreement in the manner as described herein.

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

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

## INSURANCE REQUIREMENTS

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

## CONTRACTUAL INSURANCE TERMS AND CONDITIONS

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

### INSURANCE COVERAGE:

#### A. Procurement of Coverage:

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

#### B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract, including but not limited to any warranty or limitation periods and for any period of extended coverage required in the contract. If a policy is written on a claims-made form, the retroactive date must be shown and this date must be before the earlier of the date of the execution of the contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless a longer period of time is otherwise stated in the contract.

#### C. Reduction of Aggregate Limits:

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

## INSURANCE REQUIREMENTS

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

### 1. Cancellation Notice

Each insurance policy will be specifically endorsed to require the insurer to provide written notice to the Owner at least 30 days (or 10 days prior notice for non-payment of premium) prior to any cancellation, non-renewal or adverse change, initiated by the insurer, and applicable to any policy or coverage described in the contract or in this Standard Procedure. The endorsement will specify that such notice will be sent to:

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

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

### D. No waiver by approval/disapproval:

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

### E. Future Modifications – Changes in Circumstances:

#### 1. Changes in Coverage and Required Limits of Insurance

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

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the extent required by Florida Department of Transportation Public Transportation Grant Agreement, any such change or modification in coverage or limits shall also apply to the contractors, subcontractors, suppliers, consultants, and sub-consultants at each tier.

If, in the opinion of the Owner, compliance with the insurance requirements is not commercially practicable for the Design Professional, contractors, subcontractors, suppliers, consultants or subconsultants at any tier, at the written request of the Design Professional, the Owner may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the Design Professional, contractors, subcontractors, suppliers, consultants, and sub-consultants at any tier. Any such modification will be subject to the prior written approval of the Owner's General Counsel and Executive Vice President of Legal Affairs or designee, and subject to the conditions of such approval.

### F. Proof of Insurance – Insurance Certificate:

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

The Design Professional and, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the Design Professional's contractors, subcontractors, suppliers, consultants, and sub-consultants at each tier will not commence work, or use or occupy Owner's premises in connection with the contract until the required insurance is in force, preliminary evidence of insurance acceptable to the Owner has been provided to the Owner, and the Owner has granted permission to the company to commence work or use or occupy the premises in connection with the contract.

#### 2. Proof of Insurance Coverage

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

The Certificate must:

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

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

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

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

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

1. All deductibles, as well as all self-insured retentions and any alternative risk or insurance programs (including, but not limited to, the use of captives, trusts, pooled programs, risk retention groups, or investment-linked insurance products), must be approved by the Owner's General Counsel and Executive Vice President of Legal Affairs or designee. The Design Professional agrees to provide all documentation necessary for the Owner to review the deductible, self-insurance or alternative risk or insurance program.
2. The Design Professional will pay on behalf of the Owner, members of the Owner's governing body, the Owner's officers, volunteers, agents and its employees and to the extent required by the Florida Department of Transportation Grant Agreement, any deductible, self-insured retention (SIR), or difference from a fully insured program which, with respect to the required insurance, is applicable to any claim by or against the Owner, or any member of the Owner's governing body, or any officer, volunteer, agent, or employee of the Owner.
3. The contract by the Owner to allow the use of a deductible, self-insurance or alternative risk or insurance program will be subject to periodic review by the Director of Risk Management. If, at any time, the Owner deems that the continued use of a deductible, self-insurance, or alternative risk or insurance program by the Design Professional should not be permitted, the Owner may, upon 60 days' written notice to the company, require the Design Professional to replace or modify the deductible, self-insurance, or alternative risk or insurance program in a manner satisfactory to the Owner.

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4. Any deductible amount, self-insurance, or alternative risk or insurance program's retention will be included and clearly described on the Certificate prior to any approval by the Owner. This is to include fully insured programs as to a zero deductible per the policy. Owner reserves the right to deny any Certificate not in compliance with this requirement.
5. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the commercial general liability may not be subject to a self-insured retention. Subject to approval by the Owner under sub-paragraphs 1-4 above, the commercial general liability may contain a deductible, provided that such deductible shall be paid by the named insured.

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

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

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

### I. Incident Notification:

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

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

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

The Design Professional will track all customer claims, issues, or complaints involving property damage or bodily injury and their status on a Claims Log available for review, as needed, by Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Risk Management has the option to monitor all incidents, claims, issues or complaints where the Owner could be held liable for injury or damages.

### K. Applicable Law:

With respect to any contract entered into by the Owner with a value exceeding \$10,000,000, if any required policy or program is: (i) issued to a policyholder outside of Florida or (ii) contains a "choice of law" or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy or program must be endorsed so that Florida law (including

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but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy or program in connection with claims arising out of work performed pursuant to the Contract. The Design Professional will ensure that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier are contractually bound and remain in compliance with this provision.

### L. Waiver of Subrogation:

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

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

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

#### 1. Owner's Right to Procure Replacement Insurance

If, after the inception of this Contract, the Design Professional or any of its contractors, subcontractors, suppliers, consultants, or subconsultants fails to fully comply with the insurance requirements of the Contract, in addition to and not in lieu of any other remedy available to the Owner provided by the Contract, the Owner may, at its sole discretion, procure and maintain on behalf of the Design Professional, insurance which provides, in whole or in part, the required insurance coverage.

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

The entire cost of any insurance procured by the Owner pursuant to this Attachment will be paid by the Design Professional. At the option of the Owner, the Design Professional will either directly pay

## INSURANCE REQUIREMENTS

the entire cost of the insurance or immediately reimburse the Owner for any costs incurred by the Owner, including all premiums, fees, taxes, and 15% for the cost of administration.

a. Design Professional to Remain Fully Liable

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

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

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