

## HILLSBOROUGH COUNTY AVIATION AUTHORITY

# PART 1 CONTRACT FOR DESIGN-BUILD SERVICES BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

**AND** 

HCBECK, LTD.

**PROJECT NO. 6545 19** 

AIRSIDE F ROOF REPLACEMENT

DATED: NOVEMBER 1, 2018

### CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

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#### PART 1 CONTRACT

This Part 1 Contract (Contract) for design-build services is made and entered into this 1<sup>ST</sup> day of November, 2018 by and between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, hereinafter referred to as the "Owner," and HCBeck, Ltd., a Texas Limited Partnership, authorized to do business in the State of Florida, hereinafter referred to as the "Design-Builder".

For the following Project: Airside F Roof Replacement, Authority Project No. 6545 19

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

Bryan Wilson, AIA, NCARB Doug Martin, AIA, NCARB, LEED AP BD+C

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

Beck Architecture, LLC Walter P. Moore and Associates, Inc. Construction Moisture Consulting, Inc. VoltAir Consulting Engineers, Inc.

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

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#### TERMS AND CONDITIONS - PART 1 CONTRACT

### ARTICLE 1 DESIGN-BUILDER

#### 1.1 SERVICES

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

#### 1.2 RESPONSIBILITIES

- 1.2.1 The services that the Design-Builder will provide to the Owner under this Contract will be as follows, and in general accordance with the Owner's Request for Qualifications dated April 26, 2018, entitled "Request for Qualifications for Airside F Roof Replacement at Tampa International Airport", which is incorporated by reference herein, and the Design-Builder's Fee and Scope Proposal dated October 22, 2018, entitled "Airside F Roof Replacement Project No. 6545 19," which is attached hereto as Attachment 1 and incorporated by reference herein. In the event of any conflicts between this Contract and any other documents, the precedence in resolving such conflicts will be as follows:
  - 1.2.1.1 This Contract
  - 1.2.1.2 Design-Builder's Fee and Scope Proposal
  - 1.2.1.3 The Owner's Request for Qualifications
  - 1.2.1.4 Relevant portions of the Design-Builder's response to Request for Oualifications
- 1.2.2 All design services provided by or through Design-Builder pursuant to this Contract must be performed by qualified design professionals (Designer). The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design-Builder. Design-Builder designates David Devaney, whose business address is 220 W. 7<sup>th</sup> Avenue, Suite 200, Tampa, Florida 33602, to serve as the Project Director. The Project Director will be authorized and responsible to act on behalf of the Design-Builder with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Contract. Design-Builder designates Ryan Toth, whose title is Regional Director, whose business address is 220 W. 7<sup>th</sup> Avenue, Suite 200, Tampa, Florida 33602, and who will have full authority to bind and obligate the Design-Builder on all matters arising out of or relating to this Contract. The Design-Builder agrees that the Project Director will devote whatever time is required to satisfactorily manage the services to be provided and performed by the

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

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

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

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

#### 1.3 BASIC SERVICES

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

- 1.3.6 A. The Design-Builder will submit to the Owner for Owner's approval, the Design-Builder's plan for the competitive process the Design-Builder will use in obtaining subcontractor bids for the development of the GMP Proposal. The plan will include, but not be limited to, dates of subcontractor pre-bid meetings, bid submittal dates, analysis process of bids after receipt, subcontractors bid sheets by bid packages, determination of bids to be included in the GMP proposal and the dates the Design-Builder will meet with the Owner to review the subcontractor bids.
  - B. In the event Owner uses the Project Documents on a project other than this Project, or modifies or enhances the Project Documents without Design-Builder's involvement in the modification or enhancement, Design-Builder shall not have any liability to the Owner for such modifications or enhancements.
- 1.3.7 The Design-Builder will submit to the Owner for Owner's approval, the Design-Builder's plan for all self-performed Work on specific bid packages. The Design-Builder will detail how it will obtain competitive bids in addition to its own bid on those specific bid packages to ensure fairness and transparency once the bids are received and opened. The Design-Builder will also detail its analysis process of its own bids versus the subcontractor bids received.
- The Design-Builder will submit to the Owner a GMP Proposal, including the final 1.3.6 design documents, a statement of the proposed guaranteed maximum price and a proposed guaranteed completion date of the Project. Final design documents will consist of final construction design drawings, specifications or other documents sufficient to establish the size, quality and character of the entire Project including its architectural, structural, mechanical and electrical systems, and materials and such other elements of the Project as may be appropriate. Deviations from the Owner's Project will be disclosed and expressly highlighted in the GMP Proposal. If the GMP Proposal is accepted by the Owner, the parties will then execute the Part 2 Contract. Notwithstanding anything herein to the contrary, Owner reserves the absolute right, in its sole discretion, to reject the GMP Proposal and not execute the Part 2 Contract for any or no reason whatsoever, or to terminate this Contract in accordance with Article 8. In such event, all final design documents, including all Project Documents (as defined in Paragraph 3.1), will become the property of the Owner and Owner will be entitled to retain and use all such Project Documents as set forth in Paragraphs 3.1 and 8.5 herein.

#### 1.4 ADDITIONAL SERVICES

- 1.4.1 The Additional Services described below will be provided by the Design-Builder and paid for by the Owner if authorized and confirmed in writing by the Owner.
  - 1.4.1.1 Making revisions in the final design documents, budget or other documents when such revisions are not the result of the fault or neglect

of the Design-Builder or anyone for whom the Design-Builder is responsible and are:

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

### ARTICLE 2 OWNER

#### 2.1 RESPONSIBILITIES

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

timely manner so as not to unreasonably delay the orderly progress of the Design-Builder's services. Design-Builder will ensure Owner is provided reasonably adequate time that permits Owner to render its decisions and conduct independent reviews of Project Documents in a timely manner.

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

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

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

3.1 Design-Builder acknowledges and agrees that all records, documents, drawings, notes, tracings, plans, specifications, maps, evaluations, reports and other technical data and electronic data, instruments of service (other than working papers), including but not limited to, all Architectural Works as defined by the federal Architectural Works Copyright Protection Act (whether hard copy or electronically stored), prepared, developed or furnished by Design-Builder or the design professional(s) employed or retained by the Design-Builder under this Contract (Project Documents) will be and remain the property of the Owner. Project Documents will be deemed to be works made for hire, and all right, title and interest in and to the Project Documents will be vested in Owner. Design-Builder will take all actions necessary to secure for Owner all such right, title and interest. Design-Builder warrants that all materials comprising the Project Documents are original with Design-Builder and have not been copied or derived from any other material without the express written consent of the owner, proprietor and/or copyright holder of that other material, and are not subject to any other claim of copyright by any other person. Design-Builder will obtain any and all licenses necessary for the production and preparation of the Project Documents including, without limitation, licenses for the use of any material subject to copyright by other parties. Design-Builder will assign to Owner any and all rights, including any copyrights, in the Project Documents that Design-Builder or the design professional(s) employed or retained by the Design-Builder on this Project may possess now or in the future, and Design-Builder and its design professional(s) will claim no rights adverse to Owner in the Project Documents. The Project as designed by Design-Builder under this Contract, may be reused or repeated by Owner at Owner's option or discretion at any time or times, including but not limited to, completion, addition, renovation, maintenance, reconstruction or remodeling of the Project and construction of new projects. Design-Builder hereby grants its consent to reuse of the Project Documents by Owner for any and all such purposes, subject to Paragraph 1.3.6(B) of this Contract. The Design-Builder shall retain its rights to all standard elements contained within the design, including standard details, specifications, or other design materials generated and authorized by Design-Builder for its repeated, regular and ongoing use in plans, specifications, reports or other instruments of service for its clients. The Design-Builder will incorporate the terms of this Paragraph in all contracts with design professionals employed or retained by the Design-Builder to perform services on the Work covered by this Contract.

- 3.2 Submission or distribution of the Design-Builder's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in Paragraph 3.1.
- 3.3 Chapter 119, Fla. Statutes Requirement

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

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

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

### ARTICLE 4 TIME

4.1 Time is of the essence. Services to be rendered by the Design-Builder will commence subsequent to the execution of this Contract by the effective date of an executed work order issued by the Owner. The Owner reserves the right to stop and start work or

cancel or postpone any executed work order or portion thereof at any time with seven days written notice to Design-Builder. Any delay to Design-Builder resulting therefrom will be handled in accordance with Paragraph 4.4 below. Notwithstanding the same, time is of the essence with respect to the performance of this Contract.

- 4.2 Should the Design-Builder fail to commence, provide, perform or complete any of the services to be provided in a timely and diligent manner, in addition to any other rights or remedies available to the Owner, the Owner, at its sole discretion and option, may withhold any and all payments due and owing to the Design-Builder until such time as the Design-Builder resumes performance of its obligations in such a manner so as to satisfy the Owner.
- 4.3 Upon the request of the Owner, the Design-Builder will prepare a schedule for the performance of the Basic and Additional Services which will not exceed the time limits contained in Design-Builder's fee and scope proposal referenced in Paragraph 1.2.1.2 and will include reasonably sufficient time required for the Owner's review and approval of submissions by authorities having jurisdiction over the Project.
- If the Design-Builder is delayed in the performance of critical path services under this Contract through no fault of the Design-Builder, any applicable schedule will be adjusted. Design-Builder expressly acknowledges and agrees that it will receive no damages for delay. Design-Builder's sole remedy, if any, against Owner will be the right to seek an extension of time to the applicable schedule; provided, however, the granting of any such time extension will not be a condition precedent to the aforementioned "no damages for delay" provision. Design-Builder will incorporate the terms of this Paragraph into all of its subcontracts and subconsultant agreements and require all subcontractors and subconsultants to similarly incorporate such terms into their sub-subcontracts and sub-subconsultant agreements.

### ARTICLE 5 PAYMENTS

- 5.1 Refer to ARTICLE 9 BASIS OF COMPENSATION for additional requirements.
- 5.2 Subsequent payments for Basic Services, Additional Services, and Reimbursable Expenses provided for in this Contract will be made monthly on the basis set forth in Article 9.
- 5.3 With the exception of the month of September, all Applications for Payment will be submitted to the Authority by the twenty-fifth of each month. In the event that the twenty-fifth of the month falls on a Saturday or Sunday or holiday, Applications for Payment are due the first business day prior to the twenty-fifth of that month. Payment will be made by the twenty-fifth of the following month. Applications for Payment submitted more than 20 days prior to the twenty-fifth of the month will be

rejected and returned. Due to the end of fiscal year financial closeout, September Applications for Payment will be submitted by September 19th, and in the event that the 19th falls on a Saturday or Sunday, Applications for Payment are due the first business day prior and subsequent payments will be made the second Friday of October. Such Applications for Payment submitted more than 20 days prior to the second Friday of October will be rejected and returned.

- The Design-Builder will submit to the Owner via the Records Management Department, two executed and notarized originals and two copies of an itemized Application for Payment prepared on a form supplied by the Owner. The Owner will approve, disapprove or adjust the Design-Builder's Application for Payment within seven days after receipt. The Owner will notify the Design-Builder in writing of any reasons for withholding payment in whole or in part. Except as noted above with respect to the September Application for Payment, Owner will make payment by the twenty-fifth of the following month in which the Application for Payment was submitted. In accordance with Florida Statute Section 255.075 255.078, the Design-Builder will promptly pay each subcontractor or supplier upon receipt of the payment from the Owner. Payment to the Design-Builder will release the Owner from any liens or disputes between the Design-Builder and the Design-Builder's subcontractors.
- 5.5 Monthly payments to Design-Builder will in no way imply approval or acceptance of Design-Builder's work.

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

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

- In the event the Design-Builder maintains its accounting or Project information in electronic format, upon written or email request by the Owner's auditors, the Design-Builder will provide a download of its accounting or Project information in an electronic format allowing formatting, reading and manipulation in Microsoft Office products.
- 6.3 The Owner has the right during the engagement to interview the Design-Builder's employees and subconsultants, make photocopies, and inspect any and all records at reasonable times. The right to initiate an engagement will extend for six years after the completion date of the Work, or six years after the termination of this Contract, whichever occurs later.
- In the event the Design-Builder has overcharged the Owner for direct and reimbursable expenses, the Design-Builder will re-pay the Owner the amount of the overcharge, and the Owner may assess interest of up to 12% per year on the overcharge from the date the overcharge occurred. In addition, if the Design-Builder has overcharged the Owner by more than 3% of the gross direct and reimbursable amount, the Owner may assess and the Design-Builder will pay for the entire cost of the audit.
- The Design-Builder will include a provision providing the Owner the same rights to perform engagements at the subconsultant and subcontractor level in all of its subconsultant and subcontract contracts entered into by Design-Builder to effect Project completion.

Approvals by Owner's staff for any services not included in this Contract do not act as a waiver or limitation of the Owner's right to perform audits, inspections, or attestation engagements.

### ARTICLE 7 DISPUTE RESOLUTION

#### 7.1 CLAIMS AND DISPUTES

- 7.1.1 A claim is a written demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of this Contract, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between the Owner and Design-Builder arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.
- 7.1.2 If for any reason the Design-Builder believes that additional cost or Contract time is due to the Design-Builder for work not clearly provided for in this Contract, or previously authorized changes in the work, the Design-Builder must notify the Owner in writing within the required ten calendar day notice period of its intention to claim such additional cost or Contract time. The Design-Builder must maintain strict accounting of all actual cost and/or time associated with the claim, in such detail as may be required by Owner. The failure to give proper notice as required herein will constitute a waiver of said claim.
- 7.1.3 Written notice of intention to claim must be made within ten calendar days after the claimant first recognizes the condition giving rise to the claim or before the Work begins on which the Design-Builder bases the claim, whichever is earlier.
- 7.1.4 When the Work on which the claim for additional cost or Contract time is based has been completed, the Design-Builder will, within ten calendar days, submit Design-Builder's written claim, together with all supporting documentation required by Owner, to the Owner. Such claim by the Design-Builder, and the fact that the Owner has kept strict accounting of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim. Owner shall provide Design-Builder with a written response to such claims within ninety (90) calendar days of Owner's receipt.
- 7.1.5 Pending final resolution of a claim, unless otherwise agreed in writing, the Design-Builder will proceed diligently, as directed by Owner, with performance of this Contract and maintain effective progress to complete the Work within the Contract time(s) set forth in the Contract Documents.

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

#### 7.2 RESOLUTION OF CLAIMS AND DISPUTES

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

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

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

### ARTICLE 8 TERMINATION OF THE CONTRACT

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

- 8.3 In the event of termination for cause, the Owner may retain all payments due to the Design-Builder at the date of termination until all of the Owner's damages have been established and deducted from payments due. To the extent Owner's damages exceed the payments due Design-Builder, such excess will be paid by Design-Builder to Owner within ten days of Owner's written demand for same to Design-Builder.
- Upon 30 days written notice to Owner, the Design-Builder may terminate this Contract only if the Design-Builder is not in default of any term, provision, or covenant of this Contract, and only upon or after the occurrence of the inability of Design-Builder to perform work for a period of longer than 90 consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over the Owner preventing Design-Builder from operating its business for a period of longer than 90 consecutive days; provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Design-Builder.
- 8.5 In the event this Contract is terminated or in the event that a Part 2 Contract is not executed, Owner will be entitled to retain and use all Project Documents furnished or prepared by or for the Design-Builder or design professionals employed or retained by the Design-Builder as set forth in Paragraph 3.1, subject to Paragraph 1.3.6(B) of this Contract.
- 8.6 In the event the Owner terminates Design-Builder for cause pursuant to this Article 8 and it is later determined that such termination was not proper or such termination right was not otherwise available to the Owner, such termination will be deemed a termination without cause and Design-Builder's rights and remedies will be limited to those set forth in Paragraph 8.2 above.
- 8.7 In the event of termination, the Design-Builder consents to Owner's selection of a successor design-builder of the Owner's choice to assist the Owner in completing the Project, provided that (1) for a termination for cause, the Owner exercises its rights in good faith, and (2) for any termination for convenience, the Owner makes all payments due to Design-Builder under this Contract. The Design-Builder further agrees to cooperate and provide any information reasonably requested by the Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the Design-Builder's instruments of service by the Owner and successor design builder as the Owner may desire. In the event that the Design-Builder is terminated and a successor designbuilder is employed to complete the Project, the Design-Builder shall not be liable for the successor design-builder's work. However, the Design-Builder remains liable under this Contract for all its acts and omissions up to and including the date of termination and subsequent provision of any information required to be provided under this provision.

### ARTICLE 9 BASIS OF COMPENSATION

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

The amount for the performance of Basic Services required under this Contract and costs identified as reimbursable expenses will be in a not to exceed amount of One Million Eight Hundred Seventy Three Thousand Nine Hundred Forty Two and No One-Hundredth Dollars (\$1,873,942), which includes all fees for subconsultants.

#### 9.1 COMPENSATION FOR BASIC SERVICES

9.1.1 For Basic Services, compensation will be as follows:

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

- 9.1.2 Upon receipt of payment from the Owner, the Design-Builder will promptly pay each licensed design professional and each subcontractor out of the amount paid to the Design-Builder, for such licensed design professional's and subcontractor's portion of the Work. The amount to which said licensed design professional and subcontractor is entitled should reflect percentages actually retained from payments to the Design-Builder on account of such licensed design professional's and subcontractor's portion of the Work. The Design-Builder will, by appropriate contract with each licensed design professional and each subcontractor, require each licensed design professional and each subcontractor to make payments to their respective subconsultants and sub-subcontractors in a similar manner.
- 9.1.3 The Design-Builder agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Design-Builder receives from the Owner. The Design-Builder agrees further to release retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written notice to the Owner. This clause applies to both W/MBE and non-W/MBE subcontractors.
- 9.1.4 Invoiced amounts will be based on the Design-Builder's and subconsultant's most recent audited overhead rates or agreed upon overhead rates, personnel direct labor rates, negotiated profits and actual time billed to the Project as substantiated by backup acceptable to the Owner and supported by monthly progress reports.

- 9.1.5 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 9.1.6 All subconsultant and subcontractor contracts must be submitted at time of billing. Subconsultant and subcontractor contracts must include a provision providing the Owner the same rights to audit all of Design-Builder's subconsultant and subcontractor contracts entered into by the Design-Builder to effect Project completion.
- 9.1.7 An employee basic services spreadsheet based on the fee and scope proposal in Excel format listing the employee's name, employee's classification and employee's raw rate must be submitted before the Design-Builder's invoice submittal. If there are changes such as new employees, new classification or new raw rate, then an updated basic services spreadsheet in Excel format is required to be submitted. New rate tables must be approved by the Owner.
- 9.1.8 Basic services invoices that are submitted with a Design-Builder's invoice that are older than 90 days before the submission date will not be reimbursed.
- 9.1.9 Timesheets are required as supporting backup for all basic services invoice amounts. Hours billed must be clearly identified.
- 9.1.10 Overtime for all basic services must be pre-approved by the Owner.
- 9.1.11 Basic services must be organized using standard separators to identify the basic services being billed.
- 9.1.12 Rebalancing between tasks or fees must be requested with the first overage billing, along with an explanation for the overage and confirmation that the total Contract amount will not be exceeded. Proposed supporting sheets are to be submitted at the request for rebalancing.
- 9.1.13 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final professional service invoice.
- 9.1.14 If deficiencies are found, a standard deficiency e-mail will be sent to the Design-Builder to resolve. Design-Builder will have 24 hours to resolve such deficiency. If the deficiency is not resolved within that time, the Design-Builder's invoice will be returned.
- 9.1.15 Owner has the right to withhold payment for amounts in dispute in any invoice. All undisputed amounts in any invoice shall be paid in accordance with applicable law and this Contract.

#### 9.2 COMPENSATION FOR ADDITIONAL SERVICES

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

#### 9.3 REIMBURSABLE EXPENSES

- 9.3.1 Reimbursable expenses will be supported by submitted and approved invoices.
- 9.3.2 The Design-Builder will be reimbursed at cost for all expenses, in an amount not to exceed the maximum reimbursable amount. As specified hereinafter, the Design-Builder's reimbursable expenses will include only:
  - 9.3.2.1 The cost of securing a geotechnical engineering firm which will perform all soils and sub-surface investigations, tests, reports and recommendations required for the design of the Project.
  - 9.3.2.2 The cost of boundary surveys, topographic surveys, land surveys, establishment of boundary and monuments, field surveys, photogrammetry, control staking and related office computations and drafting.
  - 9.3.2.3 The cost of outside special consultants to advise and assist Design-Builder throughout the Project.
  - 9.3.2.4 The actual cost of reproduction and distribution of review plans and specifications and the Project Documents required for the securing of bids or quotes for the assigned Work and for the use of the Design-Builder, subcontractors, testing laboratories, and others having the need for such documents during this Contract.
  - 9.3.2.5 All costs for long distance telephone calls, postage and overnight express delivery and couriers related to the Project.
  - 9.3.2.6 Expenses for parking at Tampa International Airport and transportation related to the Project outside of Hillsborough, Pinellas and Pasco Counties, including airplane and automobile travel; and the cost of meals and lodging in the event overnight travel related to the Project is required Only travel expenses incurred in the performance of the Work are reimbursable. The most efficient and economical means of transportation is required. All travel must be pre-approved by the Owner. Travel included in Attachment 1, Fee and Scope Proposal is to be considered approved by execution of this Contract. Any additional travel will require pre-approval by the Owner and

shall be in accordance with Owner's Policy P412, Travel and Business Development Expenses as may be amended from time to time. Employee expense sheets are required as well as supporting originals or legible copies of all receipts.

- 9.3.2.7 Materials for renderings, study models, film and processing expenses.
- 9.3.2.8 The costs of all required review fees required by and paid to agencies having jurisdiction. This does not include impact or development fees paid directly by the Owner or building permit fees paid by the Design-Builder.
- 9.3.2.9 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 9.3.2.10 All subconsultant signed contracts must be submitted at time of billing. Subconsultant contracts must include a provision providing the Owner the same rights to audit at the subconsultant level in all of its subconsultant contracts executed to effect Project completion.
- 9.3.2.11 Receipts/Invoices that are submitted with a professional service invoice that are older than 90 days before the submission date will not be reimbursed.
- 9.3.2.12 Mileage within the Tri-County Area (Hillsborough, Pinellas, Pasco) will not be reimbursed. Mileage is part of travel which must be pre-approved by the Owner.
- 9.3.2.13 Original or legible copies of receipts/invoices that have not been altered are required for reimbursement. Receipts/Invoices must be identified by employee and employer, and include justification of expense.
- 9.3.2.14 Equipment purchased for and paid by the Owner must be identified when being paid so that an Asset Tag can be attached to that equipment. A detail listing in Excel format must be submitted with the invoice when equipment is purchased.
- 9.3.2.15 The following expenses shall not be reimbursable:
  - 9.3.2.15.1 Purchases of alcohol.
  - 9.3.2.15.2 Meals for Owner or local consultant staff members.
  - 9.3.2.15.3 Unreasonable photocopying costs or any photocopying costs for administrative and billing work.

- 9.3.2.15.4 Clerical, secretarial or general administrative time with the exception of technical typing of specifications or technical reports and personnel assigned to Design-Builder's field office.
- 9.3.2.15.5 Computer system time for any design or administrative work.
- 9.3.2.15.6 Interest expenses.
- 9.3.2.15.7 Any type of markup over the actual cost of any item otherwise reimbursable, unless specifically agreed to elsewhere.
- 9.3.2.15.8 Expendable supplies unless authorized in advance by the Owner.
- 9.3.2.15.9 Entertainment and personal expenses of any kind.
- 9.3.2.15.10 Costs incurred by the Design-Builder as a result of, or to cure, any breach or violation of this Contract.
- 9.3.2.15.11 Any part of the Design-Builder's capital expenses.
- 9.3.2.15.12 Amounts required to be paid by Design-Builder for federal, state or local income or franchise taxes.
- 9.3.2.15.13 Costs of subconsultants not pre-approved in writing by Owner.
- 9.3.2.15.14 Costs to comply with Article 6.
- 9.3.2.15.15 Unless pre-approved in writing by the Owner, time spent in travel.
- 9.3.2.16 No front loading on Progress Payments is allowed. Progress Payments are limited to the actual invoiced amounts.
- 9.3.2.17 Reimbursable expenses must be presented as a package organized in the following manner: Reimbursement Tracking Form, Reimbursement Matrix Sheet, actual invoices identifying item numbers and the matrix identifier as it appears on the Reimbursement Matrix Sheet and Reimbursement Tracking Form. This package should be secured by a clip or staple. The Reimbursement Tracking Form is required to be submitted electronically in Excel format, as is the supporting documentation for the submitted Design-Builder's Invoice.
- 9.3.2.18 Rebalancing between tasks or fees must first be requested with the first overage billing, along with an explanation for the overage and confirmation that the total contract amount will not be exceeded. Proposed supporting

sheets are to be submitted at the request for balancing.

- 9.3.2.19 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final Design-Builder's invoice.
- 9.3.2.20 If deficiencies are found, a standard deficiency e-mail will be sent to the Design-Builder to resolve within 24 hours. If the deficiency is not resolved within that time, the Design-Builder's invoice will be returned.

#### 9.4 INVOICES AND RECORDS

- 9.4.1 Invoices for services must be submitted by the twenty-fifth of each month. Invoices, verified to the satisfaction of the Owner, will be paid by the twenty-fifth of the following month. The Design-Builder will submit with each invoice two originals and two copies of a detailed accounting of the value of Work performed to date by certified Woman and Minority Owned Business Enterprises (W/MBE). This accounting will include the names and addresses of W/MBEs that have participated, a description of the work each named W/MBE has performed and the value of work performed by each named W/MBE. Whenever compensation is paid to the Design-Builder on a reimbursable basis, records as to the direct expense must be kept on a generally accepted accounting basis and must be submitted with each invoice to the Owner. In addition, the Design-Builder will submit with each invoice a detailed accounting of the value of Work performed to date by their design professionals and subcontractors. This accounting will include the names and addresses of their design professionals and subcontractors that have participated, a description of the work each named design professional and subcontractor has performed and the value of work performed by each named design professional and subcontractor.
- 9.4.2 If the scope of the Project is changed materially, the amount of compensation may be equitably adjusted, if requested in writing, by either the Owner or the Design-Builder.
- 9.4.3 The Design-Builder will maintain a detailed, itemized, electronic spreadsheet to include identifiable references to the actual expense, in a format allowing readership in Microsoft Office products, of all reimbursable expenses submitted with each application for payment.
- 9.4.4 Whenever compensation is paid to the Design-Builder on a reimbursable basis, records as to the direct expense will be kept on a generally recognized accounting basis and will be submitted with each invoice.
- 9.4.5 Any compensation paid pursuant to a not-to-exceed amount will constitute full payment for all costs including, but not limited to, employee benefits, overhead, general administrative costs, profit and all other unallocated expenses.

- 9.4.6 The Design-Builder agrees to pay each subcontractor under this Contract for satisfactory performance of its agreement no later than 10 days from the receipt of each payment the Design-Builder receives from the Owner. The Design-Builder agrees further to release retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written notice to the Owner. This clause applies to both W/MBE and non-W/MBE subcontractors.
- 9.4.7 With each invoice, the Design-Builder will submit an electronic Excel spreadsheet with an updated cash flow projection from the current invoice period through the end of the Project.

### ARTICLE 10 INSURANCE

#### 10.1 DESIGN-BUILDER'S INSURANCE

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

#### 10.1.2 Workers' Compensation / Employer's Liability Insurance

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

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

#### 10.1.3 Commercial General Liability Insurance

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

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

#### 10.1.4 <u>Business Auto Liability Insurance</u>

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

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

Each Occurrence - Bodily Injury and
Property Damage Combined \$10,000,000

#### 10.1.5 Professional Liability

Such insurance will be maintained throughout the Project and for two years following substantial completion of the design phase by the Design-Builder. Any deductible amount over \$250,000 must be approved in writing by the Owner. This policy shall be endorsed to include contractual liability. Coverage will include all work of the Design-Builder, including but not limited to, areas with possible environmental impact, without any exclusions, unless approved in writing by the Owner. Coverage shall remain in force for a period of two years following substantial completion of the design phase in the amount of \$5,000,000 The limits of coverage will not be less than:

#### 10.1.6 Waiver of Subrogation

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

#### 10.1.7 Conditions of Acceptance

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

### ARTICLE 11 INDEMNITY

- 11.1 To the maximum extent permitted by Florida law, in addition to Design-Builder's obligation to provide pay for and maintain insurance as set forth elsewhere in this Contract, Design-Builder will indemnify and hold harmless the Owner, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:
  - 1. Presence on, use or occupancy of Owner property;
  - 2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
  - 3. Any breach of the terms of this Contract;
  - 4. Performance, non-performance or purported performance of this Contract;
  - 5. Violation of any law, regulation, rule or ordinance;
  - 6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
  - 7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

by the Design-Builder or the Design-Builder's officers, employees, agents, volunteers, subcontractors, invitees, or any other person whether the liability, suit, claim, expense, loss, cost, fine or damages is caused in part by an indemnified party. This indemnity

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obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts, or omissions of the Owner, its members, officers, agents, employees, and volunteers.

- 11.2 In addition to the duty to indemnify and hold harmless, Design-Builder will have the separate and independent duty to defend the Owner, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief, expenses, losses, costs, royalties, fines or attorney's fees in the event the suit, claim, or action of any nature arises in whole or in part from the:
  - 1. Presence on, use or occupancy of Owner property;
  - 2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
  - 3. Any breach of the terms of this Contract;
  - 4. Performance, non-performance or purported performance of this Contract;
  - 5. Violation of any law, regulation, rule or ordinance;
  - 6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
  - 7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

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

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

- 11.4 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- 11.5 Design-Builder's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against the Owner, its members, officers, agents, employees, and volunteers is fully and finally barred by the applicable statute of limitations or repose.
- 11.6 Nothing in this Article or Contract will be construed as a waiver of any immunity from or limitation of liability the Owner, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- 11.7 The Owner and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Design-Builder of any of its obligations under this Article.
- 11.8 If the above Article 11.1-11.7 or any part of Article 11.1-11.7 is deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

### ARTICLE 12 SUCCESSORS AND ASSIGNS

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

### ARTICLE 13 TRUTH IN NEGOTIATIONS

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

### ARTICLE 14 PROHIBITION AGAINST CONTINGENT FEES

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

### ARTICLE 15 PROHIBITED INTEREST

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

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

### ARTICLE 16 CONTRACT MADE IN FLORIDA

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

### ARTICLE 17 PUBLIC ENTITY CRIME CERTIFICATION

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a

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public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Design-Builder, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### ARTICLE 18 NON-DISCRIMINATION

- During the performance of this Contract, the Design-Builder, for itself, its assignees and successors in interest, agrees as follows:
  - 18.1.1 The Design-Builder will comply with the regulations relative to non-discrimination in federally assisted Programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Contract.
  - 18.1.2 Civil Rights. The Design-Builder, with regard to the work performed by it under the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Design-Builder will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or Program set forth in Appendix B of 49 CFR part 21. During the performance of this Contract, Design-Builder, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:
    - 18.1.2.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
    - 18.1.2.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
    - 18.1.2.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- 18.1.2.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 18.1.2.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 18.1.2.6 Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 18.1.2.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 18.1.2.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 18.1.2.9 The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 18.1.2.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 18.1.2.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Design-Builder must take reasonable steps to ensure that LEP persons have meaningful access to Design-Builder's programs (70 Fed. Reg. at 74087 to 74100); and

- 18.1.2.12 Title IX of the Education Amendments of 1972, as amended, which prohibits Design-Builder from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 18.1.3 In all solicitations either by competitive bidding or negotiation made by the Design-Builder for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by the Design-Builder of the Design-Builder's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 18.1.4 The Design-Builder will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Design-Builder is in the exclusive possession of another who fails or refuses to furnish this information, the Design-Builder will so certify to the Owner or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 18.1.5 In the event of the Design-Builder's non-compliance with the non-discrimination provisions of this Contract, the Owner will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to the Design-Builder under this Contract until the Design-Builder complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.
- 18.1.6 The Design-Builder will include the provisions of Paragraphs 18.1.1 through 18.1.5 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Design-Builder will take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the Design-Builder becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Design-Builder may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Design-Builder may request the United States to enter into such litigation to protect the interests of the United States.

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

### ARTICLE 19 WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE) ASSURANCES

- 19.1 It is the policy of the Owner that W/MBEs, as defined in the Owner's W/MBE Policy and Program, will have full and fair opportunities to compete for and participate in the performance of non-federally funded contracts or in the purchase of goods and services procured by the Owner. Consequently, the W/MBE requirements and the Owner's W/MBE Policy and Program will apply to this Contract and are made a part hereof.
  - 19.1.1 The Design-Builder and any subcontractor of the Design-Builder will not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. The Design-Builder will carry out applicable requirements of the Owner's W/MBE Policy and Programs in the award and administration of contracts. Failure by the Design-Builder to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the Owner deems appropriate which may include, but not limited to:
    - 19.1.1.1 Withholding monthly progress payments;
    - 19.1.1.2 Assessing sanctions;
    - 19.1.1.3 Liquidated damages; and/or
    - 19.1.1.4 Disqualifying the contractor from future bidding as non-responsible.
  - 19.1.2 The Design-Builder agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any contract, management contract, or subcontract, purchase or lease contract.

- 19.1.3 The Design-Builder agrees to include the statements in paragraphs (1) and (2) above in any subsequent contract or contract that it enters and cause those businesses to similarly include the statements in further contracts.
- The Design-Builder agrees to ensure that W/MBEs, as defined in the Owner's W/MBE Policy and Program, have the maximum opportunity to participate in the performance of this Contract, and the Design-Builder will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs have the maximum opportunity to compete for and perform subcontracts.
- 19.3 W/MBE Goals. In compliance with the Owner's W/MBE Policy and Program, the Design-Builder's minimum W/MBE commitment is established as the sum total of the verified Letter(s) of Intent for each portion of the Program submitted with their response. The W/MBE goal stated below is the sum total of the certified W/MBE's listed in the Design-Builder's Fee and Scope Proposal which is attached hereto as Attachment 1 and which will be enforceable under the terms of this Contract. The Design-Builder will demonstrate that they will subcontract to certified W/MBEs at least 14.9% of the total dollar amount earned on the design phase of the Program.
- All W/MBEs interested in participating in contracting/subcontracting opportunities must be certified as eligible W/MBEs before said business enterprises begins their portion of the Contract work. Only certified W/MBEs will count toward the W/MBE goal. If the Design-Builder fails to achieve the W/MBE expectancy stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.
- 19.5 W/MBE Termination and Substitution: The Design-Builder will not terminate a W/MBE for convenience without the Owner's prior written consent. If a W/MBE is terminated by the Design-Builder with the Owner's consent or because of the W/MBE's default, then the Design-Builder must make a good faith effort, in accordance with the requirements of the Owner's W/MBE Policy and Program, to find another W/MBE to substitute for the original W/MBE to provide the same amount of W/MBE participation.
- 19.6 Reporting Requirements: The Design-Builder agrees that, within 15 days after the expiration of each calendar month during the term of the Contract beginning on the effective date of the Contract, it will provide a W/MBE Utilization Activity report to the Owner's Business Diversity Manager reflecting, as applicable, in a form acceptable to the Owner, the Design-Builder's total dollar value received under the Contract for the applicable period and the amount expended for the purchase of goods and services from each W/MBE firm during that period, calculated in accordance with the requirements of the Owner's W/MBE Policy and Program.
- 19.7 Monitoring: The Owner will monitor the compliance and good faith efforts of the Design-Builder in meeting these requirements. The Owner will have access to the

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

- Design-Builder agrees to indemnify the Owner from the loss of any funds or other damages that may result from Design-Builder's failure to achieve the W/MBE goals set forth herein or to establish a good faith effort to do so, including attorneys' fees and costs associated with said failure by Design-Builder or good faith investigation by Owner. Failure of Design-Builder to make a good faith effort to achieve W/MBE goals will be a material breach of this Contract. The determination of whether Design-Builder's efforts were made in good faith will be made by the Owner. At 50% completion, a plan of action properly reflecting anticipated W/MBE achievement of the commitment is required to be submitted to the Owner.
- In the event of the Design-Builder's non-compliance with the Owner's W/MBE Policy and Program, failure to meet the prescribed W/MBE goal set forth in this Contract, or failure to establish a good faith effort to do so, the Owner will impose such contract sanctions as the Owner may determine to be appropriate, including but not limited to:
  - 19.9.1 Withholding of payments to the Design-Builder under this Contract until the Design-Builder complies; and/or
  - 19.9.2 Assessing sanctions; and/or
  - 19.9.3 Liquidated damages; and/or
  - 19.9.4 Cancellation, termination or suspension of this Contract in whole or in part; and/or
  - 19.9.3 Suspension or debarment of Design-Builder from eligibility to contract with the Owner in the future or to receive bid packages or request for qualification (RFQ) packages, pursuant to the Owner's Policy P414, Suspension/Debarment of Contractors.

### ARTICLE 20 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

This Contract will be terminated in accordance with Florida Statute Section 287.135(3) if it is found that the Design-Builder submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, 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 21 E-VERIFY REQUIREMENT

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

### ARTICLE 22 COMPLETE CONTRACT

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

### ARTICLE 23 NO WAIVER

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

### ARTICLE 24 NO EQUITABLE ADJUSTMENT

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

[THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

### ARTICLE 25 CONTRACT

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

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

By the Design-Builder this	da	y of	, 2018.
ATTEST:		HCBECK, LTD.	
	By:		
		Ryan Toth, Regional Direc	tor
		Print N	ame
		220 W. 7 <sup>th</sup> Avenue, Suite	200
		Tampa, Florida 33602	
Signed, sealed, and delivered		Print Ad	dress
in the presence of:			
Witness			
Print Name	<del></del>		
Witness	<del></del>		
Print Name			
Notary for HCBECK, LTD.			
STATE OF			
The foregoing instrument was ack	nowledged b	he capacity of	
of (Name of organization or company, if any) on behalf			
(Its / His / Her) (They are /	He is / She is) and _	(Personally known to me <u>/no</u>	t personally known to me take an oath
and has produced the following document of ide	entification)	(they / he / she) (did	/ did not)
(Seal of Notary)	_		
		Signature of	Notary

Airside F Roof Replacement

By the Authority this	day of <sub>_</sub>	, 2018.
1	HILLSBORO	UGH COUNTY AVIATION AUTHORITY
(Affix Corporate Seal)		
	By:	
	·	Robert I. Watkins, Chairman
ATTEST:		
Victor D. Crist, Secretary	-	
Signed, sealed, and delivered		
in the presence of:		
Witness	-	
Print Name	-	
Witness	-	
Print Name	-	
		APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:
	Ву:	
		Michael Kamprath, Assistant General Counsel
Notary for Hillsborough County Aviation Au	<u>uthority</u>	
STATE OF FLORIDA COUNTY OF HILLSBOROUGH		
I. Watkins, in the capacity of Chairman, and by	/ Victor D. C Inder the la	e me this day of, 2018, by Rober rist in the capacity of Secretary, Hillsborough County ws of the State of Florida, on its behalf. They are
		Signature of Notary
		Print, Type, or Stamp Commissioned Name of Notary

Airside F Roof Replacement



October 23, 2018

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

RE: Airside F Roof Replacement HCAA Project Nos. 6545 19

Part 1, Attachment 1 – Fee and Scope Proposal

Dear Mr. Hanney:

The Beck Group is pleased to present the Part 1, Attachment 1 Fee and Scope Proposal for the Hillsborough County Aviation Authority's Airside F Roof Replacement.

Attached to this memo you will find the following:

- 1. Part 1 Scope of Work Narrative
  - a. Exhibit A Floor Plan Scope of work
  - b. Exhibit B Elevations Scope of work
  - c. Exhibit C Proposed Project Schedule
- 2. Fee Executive Summary
- 3. Fee Summary Spreadsheet
- 4. Design Builder Fee Breakdown and corresponding backup
- 5. Consultant Fee Breakdown and corresponding backup

The total anticipated W/MBE percentage of the total Part One contract amount is 14.9%.

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

Sincerely,

Bryan Wilson, AIA Operations Manager



# AIRSIDE F ROOF REPLACEMENT PROJECT 6545-19

TAMPA INTERNATIONAL AIRPORT AND HILLSBOROUGH COUNTY AVIATION AUTHORITY
PART 1 DESIGN SERVICES PROPOSAL
OCTOBER 22, 2018









WALTER P MOORE **VOLT#AIR** 



### Authority's Project #6545 19 Airside F Reroof Project – Part 1 Services – Overview:

### 1.0 Background

The original Airside F Terminal Building (Building) was completed in 1987. The Building's roof is a barrel shaped standing seam metal roof that drains to gutters along the edges of the Building. Each typical gutter section has a 4 inch drain pipe that is routed through the aluminum curtain wall assembly to the Building's underground storm drain system. Many of these drains have been disconnected or rerouted to adjacent roofs due to leaking issues.

The majority of the roofing material on the Building is the original standing seam metal roof. There are also two areas (K and M) of existing EPDM (Ethylene Propylene Diene Monomer) roofing shown on attached Exhibit 'A' at each end of the building that are dated 1986. And several other SBS (Styrene-Butadiene-Styrene) Modified Bitumen low sloped roof areas from more recent renovations, which are in relatively good shape according to documents provided by the Authority.

### 2.0 Project Description

The purpose of this project is to replace the original barrel vault standing seam roof, gutters and drainage systems. The replacement is essential to maintain operations of the Building and extend Airside F operations for a minimum of another 25 years. The original roofing material is nearing the end of its useful life, and will need replacement. According to the Authority, the current degradation of these systems has become an ongoing maintenance issue.

The roof over the baggage sort facility, previous building additions, and other miscellaneous areas labeled O, P, Q, R, S and T on attached Exhibit 'A' will be evaluated as part of this project; however, the Authority does not anticipate replacement of those areas unless such evaluation indicates differently.

Based on the field investigation and due diligence surveys of existing conditions and upon review and acceptance of initial recommendations and construction budget by the Authority, the design-build team will proceed with the design services and preconstruction services, including scheduling and GMP leading to a Part 2 Construction and Implementation Contract.

### 3.0 Scope of Work:

Based on the Authority provided project description, the following are expected to be the main elements of the Part 1 services to be incorporated into the design process by the



design-build team. Other scope or systems may be uncovered during the Field Investigation – Due Diligence Phase.

#### 3.1 Standing Seam Roof Replacement or Rehabilitation

- Evaluation of roofing structural components and cladding pressures to compare the wind pressures according to the current building code vs the original design.
- Conduct visual surveys and contained selective demolition of the roofing system to evaluate condition of standing seam metal panels, underlying membrane, insulation, expansion joints and perimeter gutters. See attached Exhibit 'A' for standing seam metal roof areas. Standing seam roofs listed in Exhibit 'A' will be considered for replacement or rehabilitation.
- Evaluate existing roofing insulation system values against current codes or requirements.
- Survey all existing roof penetrations from uses other than storm drainage system.
- Due-diligence field investigation with written recommendations for standing seam roof, fascia and gutter system replacement or rehabilitation considering the above assessments.
- Develop phased design documents deliverables at 30%, 60%, 90% and 100% for the new standing seam metal roofing and fascia system upon Authority approval of recommendations.

#### 3.2 Low-Slope Roof Replacement

- Evaluation of building structural components and cladding pressures to compare the wind pressures according to the current building code vs the original design. Additionally, this review will identify and report condition of existing mechanical, electrical and IT equipment mounted on low-sloped roofs.
- Conduct visual surveys and contained selective demolition of the low sloped roofing systems to evaluate condition of main membrane and insulation. Only the low-sloped roofs I, J, K, L and M in Exhibit 'A' will be surveyed for replacement or rehabilitation.
- Assess existing insulation system values against current codes or requirements.
- Low sloped roof areas O, P, Q, R, S and T will be surveyed visually but are not currently being considered for replacement.
- Assess surface drainage of low-sloped roofs against current codes. This includes identification of roof mounted equipment added through the years if their location might impede original drainage slopes.
- Due-diligence field investigation with written recommendations for low-slope roof system replacement or rehabilitation considering the above assessments.
- Develop phased design document deliverables at 30%, 60%, 90% and 100% for the replacement of existing low-slope roof system, upon Authority approval of recommendations.



#### 3.3 Roof Storm Drainage System

- Evaluation of building storm drainage system capacity against current codes.
- Conduct visual surveys and catalogue of all storm drain gutter connections, leaders, vertical and horizontal piping to 5'-0" outside of building line.
- Conduct Video Camera inspections at selective locations of existing conditions and investigation of potential blockages.
- Assess overflow storm drainage requirements at all low-slope roof areas I, J, K, L and M
  against current codes.
- Assess storm drainage capacity in recently installed roof areas R and S on Exhibit 'A'.
- Evaluate and design metal fascia along with gutter and storm drainage downspout system.
- Due-diligence field investigation with written recommendations for storm drainage piping repair and/or replacement considering the above assessments.
- Develop phased design document deliverables to be included in 30%, 60%, 90% and 100% design phases, upon Authority approval of recommendations.

### 3.4 Curtainwall, Window Wall, Clerestory, and Sloped Glazing Systems

- Visual survey of sloped, vertical and skylight glazing conditions at jet-bridge approaches. Additionally, vertical clerestory glazing conditions will be surveyed to determine any potential water intrusion at those locations.
- Conduct water intrusion testing at select locations to verify water tightness and locate problematic leak areas. This may include a test area of repaired or resealed curtainwall to determine feasibility of alternate approaches.
- Review Project history and conduct interviews with Authority maintenance personnel to identify most problematic areas, in order to focus investigations and rests needed.
- Assess structural and wind load capacity of existing glazing systems against current codes.
- Due-Diligence Investigation with written recommendations for sloped and skylight glazing systems replacement considering the above assessments. The recommendations will also address current vertical glazing conditions at jet bridge approaches as well as clerestory glazing at roof level.
- Develop phased design document deliverables to be included in 30%, 60%, 90% and 100% design phases, upon Authority approval of recommendations.

#### 3.5 Laser Scan and Existing Condition Modeling

- Establish survey control points and conduct a laser scan of the building envelope, roof structure and boarding level open areas. No interior back of house, concessions or ramp level elements will be scanned.
- Model building existing structure, envelope and storm drainage systems based on laser scan and record drawings provided by the Authority.



### 4.0 Scope of Professional Services

The scope of services listed below is not intended to be a detailed description the work to be performed. Consultant proposals attached further describe the scope of work proposed for the Investigation and Design Phases (Part 1) of this project.

#### 4.1 Scope of Design Services Included

- Architectural design and specifications.
- Structural engineering report and details.
- Code specialist report and consulting services.
- Plumbing engineering, design, and details.
- Mechanical engineering limited to systems affected by re-roofing work.
- Electrical engineering specifically for lightning protection design and systems affected by re-roofing work.
- Information technology engineering of systems affected by work.
- Moisture control and building envelope specifications.
- Design in compliance with Tampa International Sustainable Management Plan, regarding the scope of work specific to this project.
- Limited surveying as required to establish control points for 3d scan and model.
- 3D scanning and modeling of existing facilities envelope, structure and storm drains.
- Civil engineering and utility engineering design is included as an allowance of \$15,000.

#### 4.2 Scope of Preconstruction Services Included

- Cost analysis of design recommendations.
- Cost analysis of 30%, 60%, 90 and 100% design packages.
- Enabling work GMP if determined necessary.
- Part 2 Construction Cost GMP.
- Scheduling and phasing plans including airline schedule considerations.
- Alternative systems and material analysis.
- Constructability verification and recommendations.

### 4.3 Scope of Services Not Included

Items below are not currently included in this proposal but can be provided as an additional service or addendum to this contract, if determined necessary by the Authority.

- Surveying of apron surface elevations and surface drainage conditions.
- Construction quality control.
- Materials testing.



- Laser scanning and modeling will not include interior back of house, concessions or ramp level elements. Laser scanning is a line of sight technology and cannot penetrate through elements obscuring a target area.
- The laser scan does not include taking images and mapping those images to the point cloud.

### 5.0 Phased Design Sequence

We are proposing a phased design process, with each of the design elements referenced in section 4.0 submitted as a combined package to the Authority. An initial Due-Diligence and Field Investigation Phase will be required for this project in order to establish the program scope moving forward. Elements will be designed concurrently in following phases, with each having milestones at 30% design, 60% design, 90% design, and 100% design. Each milestone will be submitted in combination with a respective updated cost estimate and schedule to allow for budget control and management by the Authority.

### 5.1 Due-Diligence Investigation Phase

Provide thorough existing conditions analysis, design options and recommendations, including constructability and updated schedules, cost estimates and construction phasing plans. The findings will be presented to the Authority for evaluation and selection/approval of recommendations moving forward into the next design phases. For the Airside F Roof Replacement project, this phase will include;

- Thorough site investigation and analysis of existing conditions.
- Review and collection of existing documents and background.
- Conduct interviews with Authority maintenance personnel to gather background and feedback on system issues.
- Prepare assessment report of systems and operations based on the efforts above.
- Develop system repair and/or replacement recommendations.
- 3D scanning and as-built modeling of building envelope and described systems.
- Site logistics and phasing plans.
- Cost analysis.
- Code analysis.
- Presentations and Weekly meetings.

#### 5.2 Schematic Design Phase – 30%

Development of schematic design documents

- Develop schematic design documents for the approved scope of work including, but not limited to floor plans, roof plans, elevations, sections and narrative description of all impacted systems.
- Develop outline specifications.



- QA/QC report and recommendations for proposed work.
- Review and incorporate Authority comments from due-diligence phase.
- Construction cost estimate for 30% design phase
- Consider alternative phasing approaches and assess impacts to schedule and levels of service to customers and stakeholders.
- Code review with AHJ officials.
- Presentations and Weekly meetings.

#### 5.3 Design Development Phase - 60%

Documents will be detailed and developed enough to allow for enabling work permitting and preparation of enabling work and preliminary GMP estimate.

- Develop 60% design documents including, but not limited to, demolition plans, floor plans, elevations, sections, MEP and Structural engineering drawings and details as required for the scope of work.
- Develop MEP engineering drawings and specifications for the impacted systems.
- Develop project specifications for specific impacted systems.
- QA/QC response and markups from moisture control consultant.
- Review and incorporate Authority comments from previous phase.
- Construction cost estimate for 60% package.
- Update phasing approaches and assess impacts to schedule and project sequencing.
- Enabling work documents and preliminary GMP, if deemed necessary by the team.
- Code review with AHJ officials.
- Presentations and Weekly meetings.

#### 5.4 Construction Document Preparation Phase - 90%

Further develop design documents. These documents will require all design to be detailed and coordinated sufficiently to allow for contractor and other pricing and development of the Guaranteed Maximum Price (GMP) for all systems.

- Develop 90% design documents including demolition plans, floor plans, elevations, sections, MEP and Structural engineering drawings and details as required for the scope of work.
- Update project specifications for specific impacted systems
- QA/QC report and response to recommendations of moisture control consultant.
- Review and incorporate Authority comments from previous phase.
- Update phasing approaches and assess impacts to schedule and project sequencing.
- Prepare and submit permit package.
- Package and distribute bid packages to trades and subcontractors, receive and evaluate bids and complete scope of work.
- Prepare and submit Part 2 GMP for Authority review and approval.
- Plan review meetings with AHJ officials.



Presentations and Weekly meetings.

### 5.5 Construction Document Preparation Phase - 100%

Final 100% Construction documents.

- Complete final design documents including demolition plans, floor plans, elevations, sections, MEP and Structural engineering drawings and details as required for the scope of work.
- Complete project specifications for specific impacted systems.
- QA/QC report and compliance with recommendations of moisture control consultant.
- Review and incorporate Authority comments from previous phase.
- Update phasing approaches and assess impacts to schedule and project sequencing.
- Review, adjust, and validate part 2 GMP.
- Plan review meeting with AHJ officials.
- Presentations and Weekly meetings.

### 6.0 Data and Resources to be provided by the Authority

- Original (paper, .pdf, or electronic files) documents associated with the existing Airside F, and any subsequent renovations.
- Maintenance records or facility reports of associated repair, rehabilitation, or envelope intrusion issues, if available.
- Support with security, onsite access and investigation of existing conditions.
- Support in establishing Authority stakeholders meetings and decision making authority.

#### 7.0 Schedule

#### Time to Complete (in calendar days) Design Part 1:

Approximately 305 Days – see attached Exhibit 'C'

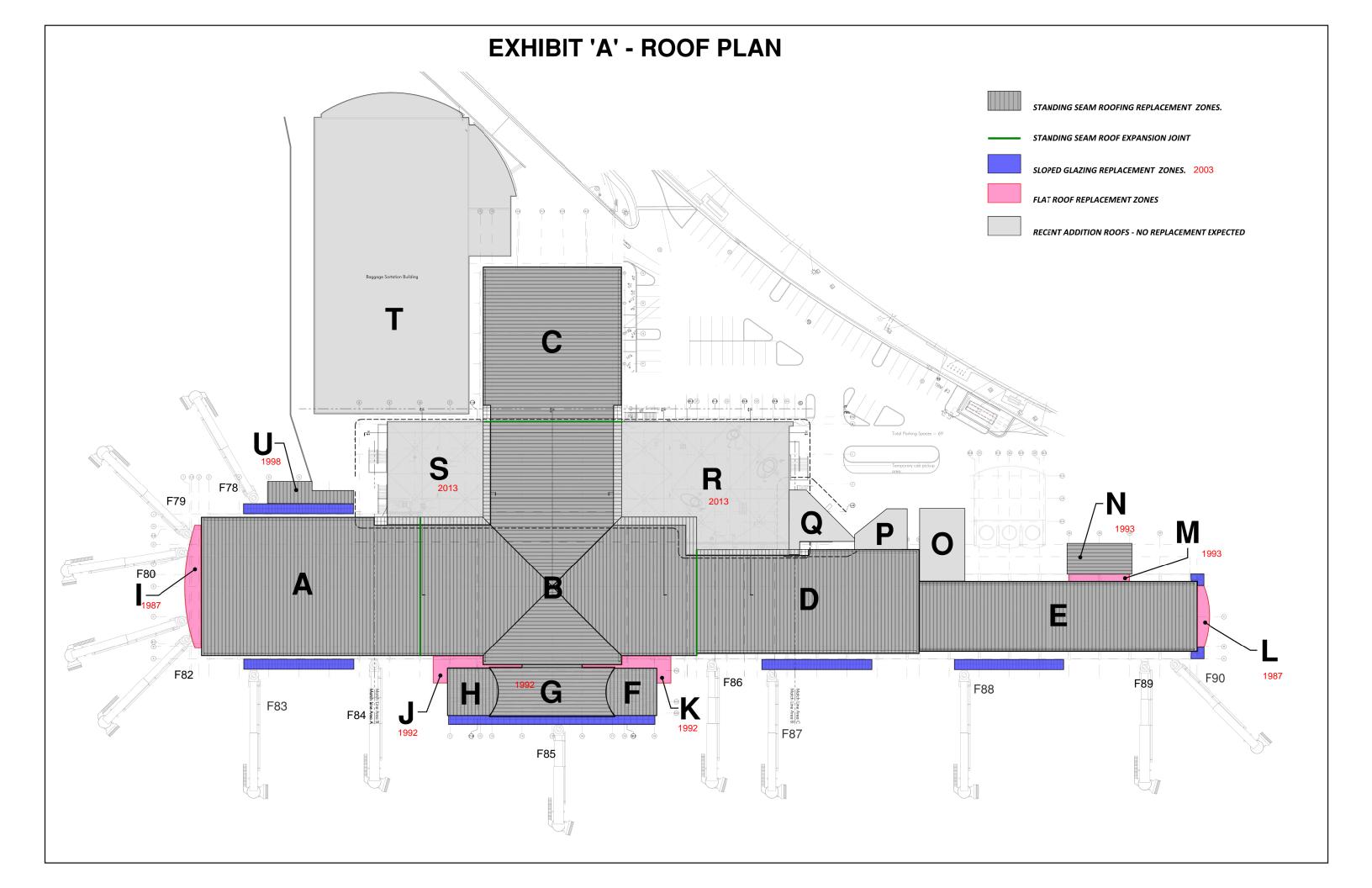
### 8.0 Clarifications and Qualifications

- 1. This Part 1 Fee Proposal is based on the Authority's RFQ Solicitation No. 18-411-035 dated April 26 2018.
- 2. We understand that badging will be required for the onsite investigative work during the design phase. Our schedule is based on badging field investigative personnel prior to the board approval of November 1, 2018. Project schedule adjustment will be required if badging is not available.
- 3. We have anticipated limited night work associated with the investigation phase. Every effort will be made to coordinate and schedule with the Authority to ensure that this phase of work minimizes the impact to airport operations and the traveling public.

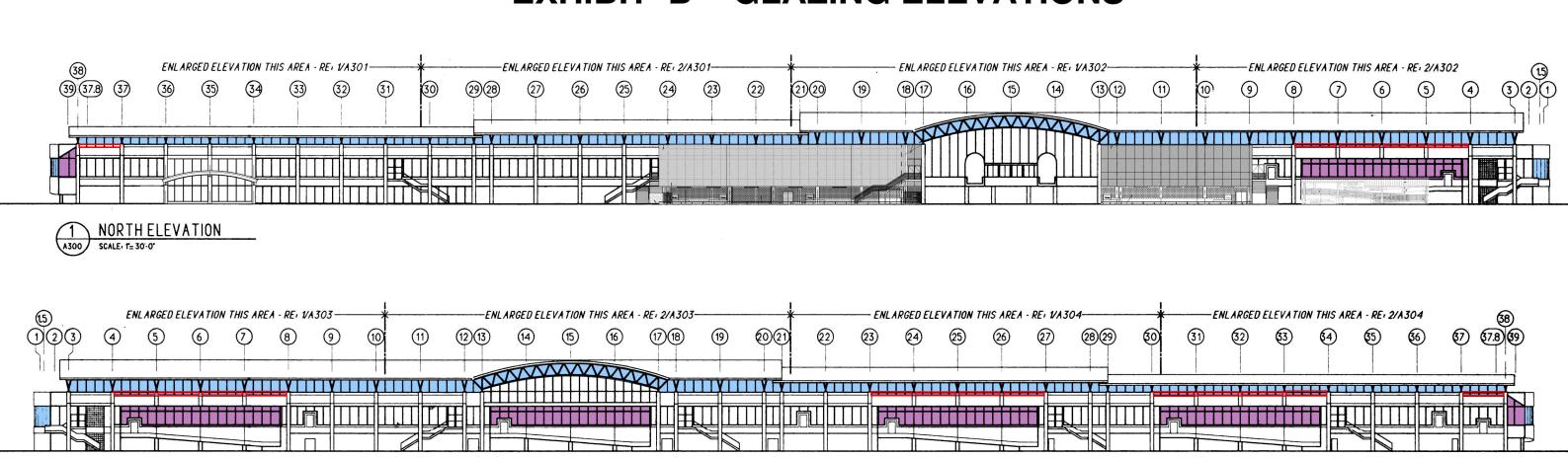


- 4. We are organizing our labor and fees based on the 30%, 60%, 90% and 100% design deliverables, however these fees may be reallocated from deliverable to deliverable as needed as long as the Contract amount is not exceeded.
- 5. CA fees estimated in this Proposal will be incorporated into the Part 2 Agreement.
- 6. The Project will meet the requirements of Tampa International Airports Sustainable Management Plan dated September 2014. No additional sustainability design processes are included.
- 7. Geotechnical and/or structural engineering study and mitigation design for foundations or civil work is not included in the Phase 1 or construction phase fee proposal. If underground renovations are found to be required during the Investigative phase, additional fees to provide further testing, exploration, recommendations and design would be added to the fees presented in this proposal and would need to be approved by the Authority.
- 8. The Reroof and exterior renovations are relatively straightforward and are not expected to significantly affect the look or appearance of the airside, which may require renderings or animations. Simple, but realistic images and phasing and sequence documents will be utilized through the design process to communicate the design intent to team members and the owner.
- 9. Initial Investigations and due diligence will reveal options or solutions that will be presented to the Authority for comment and scope consideration, with the goal of one solution to be selected by the Authority prior to beginning the 30% design phase, which will also confirm and align the project budget and schedule.
- 10. We have included CMC and John Farr as SME for exterior envelope consulting, for the field investigation, due diligence testing, and best practice recommendations phase, and for follow up QA/QC design reviews and construction observations.
- 11. We have included limited code consulting by CCI and structural services by Walter P Moore, regarding code and loading requirements based on original design and current requirements, specifically in regards to roofing, curtainwall or sloped glazing and downspout replacement.
- 12. An engineered fall protection system will be included and specified as delegated design by the roofing manufacturer, and reviewed and approved by the design team.
- 13. We have included VoltAir for plumbing and storm drainage design and limited mechanical and electrical (lightning protection) engineering and consulting, specifically regarding systems affected by the roofing and curtain wall rehabilitation or replacement.
- 14. A Material Testing Allowance of \$20,000 has been included for sampling and testing of existing materials within the areas of this scope of work.
- 15. No costs are included for the following items
  - a. Permit fees as this will be included in Part 2 Agreement.
  - b. Renderings or Physical scale models of the project.
  - c. Threshold inspections or construction testing, as this will be included in Part 2.

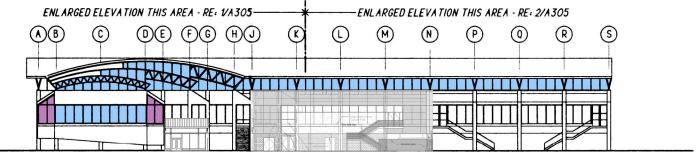




### **EXHIBIT 'B' - GLAZING ELEVATIONS**

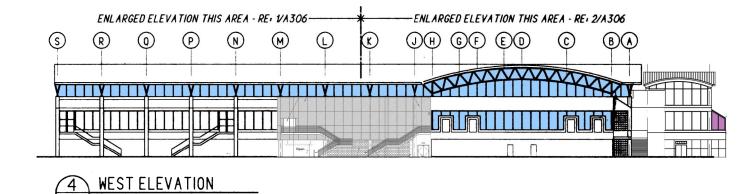










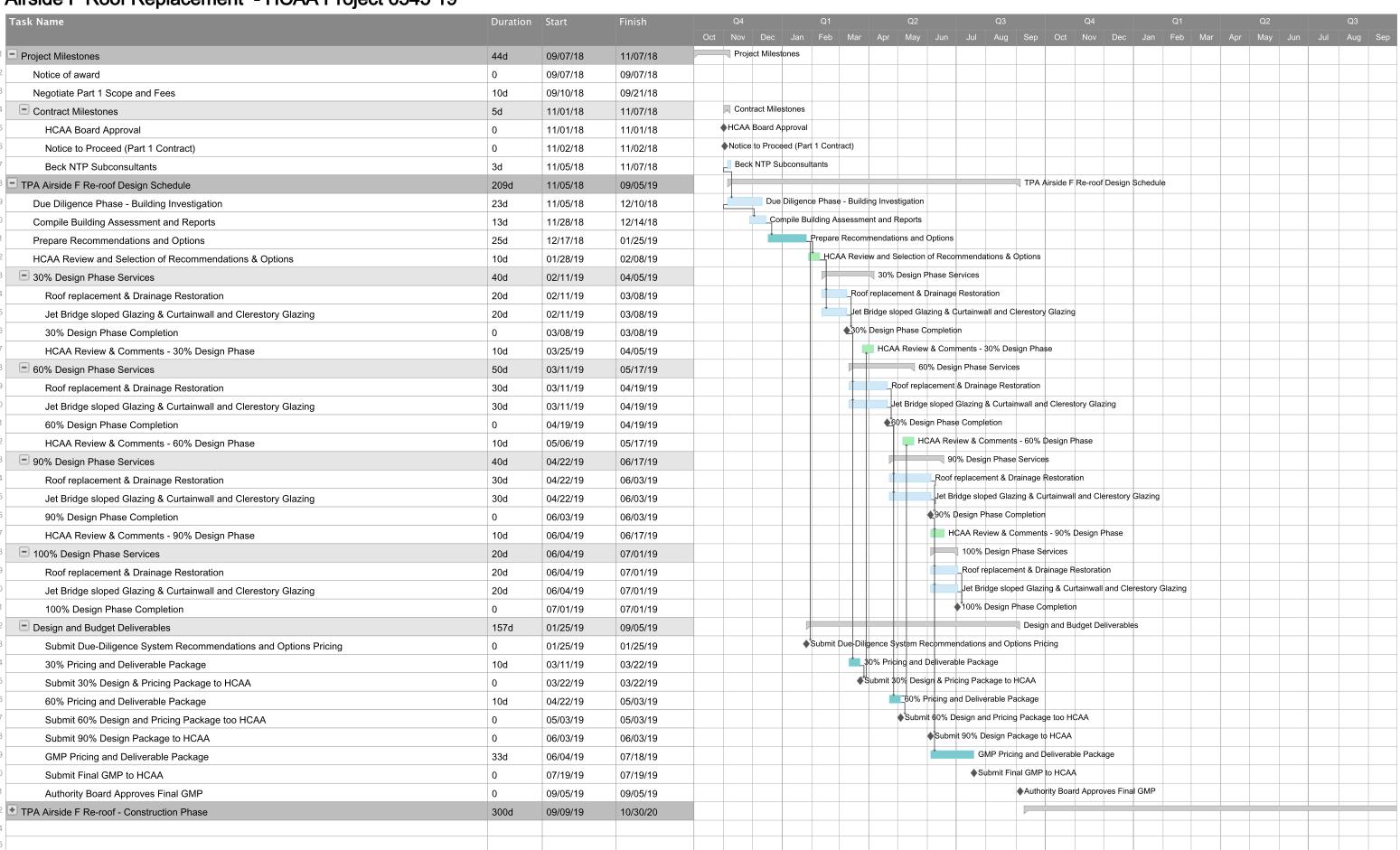


A300 SCALE: T= 30-0"

### **EXHIBIT 'C' - PART 1 DESIGN SERVICES SCHEDULE**

## BEC<

### Airside F Roof Replacement - HCAA Project 6545 19



### FEE EXECUTIVE SUMMARY

Project Fee Proposal - Discipline/Scope Summary Sheet
Airside F Roof Replacement
HCAA Project Numbers 6545 19
10/22/2018

PROJECT BUDGET	\$ 16,773,000
PART 2 ASSUMED CONSTRUCTION COST	\$ 12,820,400



PART 1 DESIGN & PROFESSIONAL SERVICES		COST TOTAL	PERCENTAGE
FIELD INVESTIGATION	\$	121,134	0.94%
DESIGN SERVICES	\$	825,158	6.44%
PRECONSTRUCTION / CONSTRUCTABILITY	\$	272,871	2.13%
ESTIMATING & BUDGET CONTROL	\$	89,420	0.70%
TOTAL PART 1 DESIGN & PROFESSIONAL SERVICES	\$	1,308,583	10.21%
	\$		
PART 1 REIMBURSABLES		395,359	3.08%
TOTAL PART 1 INCLUDING REIMBURSABLES	\$	1,703,942	13.29%
CONSTRUCTION ADMINISTRATION	\$	388,582	3.03%
CONSTRUCTION ADMIN REIMBURSABLES	\$	24,164	0.19%
TOTAL CONSTRUCTION ADMINISTRATION	\$	412,746	3.22%
OWNER'S CONTINGENCY	\$	170,000	1.33%
TOTAL PART 1 AND PART 2 DESIGN & PROFESSIONAL SERV	ICES \$	2,286,688	17.84%

					Proje	ct Fee Proposal -								
						Airside F Roof Re	<u>.                                      </u>							
					Н	CAA Project Num								
						10/22/201			_		_	•	•	_
Basic Design Services			Field	30%	60%	90%	100%	Part 1 Total	% Construction	Construction	Total	WMBE % of	% WMBE	%
												Fee	Goal	Construction
Engineering & Preconstruction Serv	rices		Investigation	Design Dev.	Design Dev.	Const. Docs	Final Docs		Cost	Administration			Goal	Cost
Beck Architecture			\$ 175,361							\$ 270,757				7.18%
Beck Group			\$ 118,242				\$ 60,554		3.28%	\$ -	\$ 421,011			3.28%
Construction Moisture Cons	\ /		\$ 26,007					,		\$ 22,539	,	3.1%		0.55%
VoltAir Consulting Enginee	ers		\$ 16,971			•	\$ 16,587	\$ 128,626		\$ 65,192		8.5%		1.51%
Walter P Moore			\$ 12,025	\$ 12,002	\$ 15,034	\$ 12,012	\$ 9,091	\$ 60,164		\$ 30,094	\$ 90,258			0.70%
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -			0.00%
	Design Phase Sub Tot	tal	\$ 348,605	\$ 243,833	\$ 248,858	\$ 281,745	\$ 185,542	\$ 1,308,583	10.21%	\$ 388,582	\$ 1,697,165	11.6%		13.24%
D ' 1 11 E														
Reimbursable Expenses			Φ 20.125	Φ 7.025	Φ 0.275	Φ 0.002	Φ 7.102	0 (0.710	0.450/	Φ 21.224	<b>A</b> 01.042			0.6407
The Beck Group	1 (2) (2)		\$ 29,135							\$ 21,324		0.60/		0.64%
Construction Moisture Cons	\ /		\$ 11,080				\$ 693			\$ 600		0.6%		0.11%
VoltAir Consulting Enginee	ers		\$ 800							\$ 2,000	,	0.1%		0.02%
Walter P Moore			\$ 154				•	\$ 192		\$ 240				0.00%
Code Consultants, Inc.			\$ 4,500	· ·				\$ 7,500		\$ -	\$ 7,500			0.06%
Envision		+	\$ 634		*		\$ 40	\$ 792		\$ -	\$ 792	0.0%		0.01%
VBG		+	\$ 119,660	\$ -	\$ -	\$ -	\$ -	\$ 119,660		\$ -	\$ 119,660			0.93%
Specifications Consultant		+	\$ -	\$ -	\$ 750	· · · · · · · · · · · · · · · · · · ·	\$ -	\$ 3,000		\$ -	\$ 3,000			0.02%
Surveyor			\$ 6,846		\$ -	\$ -	\$ -	\$ 6,846		\$ -	\$ 6,846			0.05%
Utility/Civil Engineering Al	llowance		\$ -	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 15,000		\$ -	\$ 15,000			0.12%
Envision			\$ -	\$ 14,625		\$ 14,625	\$ 14,625	\$ 58,500		\$ -	\$ 58,500	2.6%		0.46%
Material Testing Allowance			\$ 15,000		\$ -	\$ -	\$ -	\$ 20,000		\$ -	\$ 20,000			0.16%
Plumbing/Glazing/Roofing	Subcontractors		\$ 88,500	\$ -	\$ -	\$ -	\$ -	\$ 88,500	0.69%	\$ -	\$ 88,500			0.69%
Reimbu	rsable Expense Sub Tot	tal	\$ 276,309	\$ 32,742	\$ 28,942	\$ 30,259	\$ 27,109	\$ 395,359	3.08%	\$ 24,164	\$ 419,523	3.4%		3.27%
Contingency Funding														
Owner's Contingency								\$ 170,000			\$ 170,000			1.33%
<del>                                     </del>														

276,575 \$ 277,800 \$ 312,004 \$ 212,650 **\$ 1,873,942** 

Total Fee, Allowances, Reimbursable Expenses

412,746 \$ 2,286,688

17.84%

### Field Investigation

				Project Fe				NVESTIGATION	N					
						irside F Roof Rep								
					HCA	AA Project Numbe								
						10/22/2018	,							
Scope/Task	OM	PD	PM 3	PM 4	SR. ARCH PM	ARCH 3	SUP 6	SUP 5	SUP 2	PCM 7	PCM 5	PAM 7	PAM 4	Total
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - Field Assessment		'												
1 Site Investigation & Analysis of Conditions	0	21	82	37	82	0	0	72	0	0	0	0	0	294
2 Existing Documents and background collection	0	21	41	8	41	41	0	21	0	0	8	0	0	181
3 Prepare Report of Findings	0	0	41	8	41	21	0	0	0	0	0	0	0	111
4 Development of Recommendations	0	21	62	12	62	41	0	10	0	0	0	0	0	208
5 As-built Modeling	0	0	0	0	0	62	0	0	0	0	0	0	0	62
6 Schedule Update & Development	0	10	21	4	21	0	0	31	0	0	0	0	0	86
7 Site Logistics and Phasing Plans	0	10	41	4	41	21	0	21	0	0	0	0	0	138
8 Budgeting, Procurement, & Cost Analysis	0	21	0	0	0	0	0	0	0	0	58	0	0	78
9 Project Management, Tracking, & Coordination	0	41	0	0	0	0	0	0	0	0	4	0	4	49
10 Project Financial Administration	0	21	21	0	21	0	0	0	0	0	0	0	78	140
11 Design Coordination / Meetings	0	21	41	4	41	21	0	21	0	0	8	0	0	156
12 Client Meetings / Presentations	0	21	41	4	41	0	0	21	0	0	4	0	0	132
13 Code Analysis and AHJ Meetings	0	0	21	0	21	0	0	10	0	0	0	0	0	51
Subtotal Hours	0	206	411	82	411	206	0	206	0	0	82	0	82 0	1687
Rate	\$ 103.09	\$ 88.60	\$ 43.21 \$	\$ 71.25	\$ 66.20	\$ 38.16	\$ 97.03	\$ 88.79	\$ 53.00	\$ 93.15	\$ 58.96	\$ 43.27	\$ 31.45 #N/A	
Subtotal Direct Labor	\$ -	\$ 18,226	\$ 17,778 \$	\$ 5,863	\$ 27,237	\$ 7,850	\$ -	\$ 18,265	\$ -	\$ -	\$ 4,852	\$ -	\$ 2,588 \$ -	\$ 102,65
Subtotal Burdened Labor @		2.86												\$ 293,60
													Pack As	chitecture \$ 175,36

Beck Architecture	\$ 175,361
Beck Group	\$ 118,242
_	

			P	roject Fee Propos	al - Constructio	n Moisture Con	sultants	s Team - FII	LD INV	ESTIGATI	ION							
						irside F Roof Re												
					HC.	AA Project Num	bers 654	15 19										
						10/22/201	18											
Scope/Task	Principal in Charge	Position	Position	Position	Position	Position											,	Total
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours												
Task - Field Assessment																		
1 Site Investigation & Analysis of Conditions	120																	120
2 Existing Documents and background collection																		0
3 Prepare Report of Findings																		0
4 Development of Recommendations																		0
Subtotal Hours	120.00	-	-	-	-	-		-		-	-	ı	-	-	-	-		120
Rate	\$ 74.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$	- \$	•	- \$	-	\$ -	\$ -	\$ -	\$ -	\$ -		
Subtotal Direct Labor	\$ 8,999	\$ -	\$ -	\$ -	\$ -	\$ -	\$	- \$		- \$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$	8,999
Subtotal Burdened Labor @		2.89															\$	26,007

				Project Fee	Proposal - Volt	Air Engineering	Team - FIELD I	NVESTIGATIO	ON							
				-	A	irside F Roof Re	placement									
					HC	AA Project Numb	pers 6545 19									
						10/22/201	8									
Scope/Task	Elec Dir	Mech Dir	Mech EOR	Elec EOR	Proj Mgr	Snr Dsgnr	Eng II	Eng I	Admin	Principle	BIM Manager					Total
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours					
Task - Field Assessment																
1 Site Surveys			2	2	6	12	12	8								42
2 Analysis of Conditions	1	1	2	2	4	12	12									34
3 Coordination with Plumber for Roof Drain Investigation		1	2			8	2									13
4 Analysis of Roof Drain Investigation		1	1			4	2									8
5 Prepare Report of Findings	1	1	1	1	4	8	8									24
6 Code Analysis	1	1	2	2	2	4	8									20
7 Meet with HCAA to Discuss Report					4	4	4									12
Subtotal Hours	3.00	5.00	10.00	7.00	20.00	52.00	48.00	8.00	-	-	-	-	-	-		153
Rate	\$ 67.31	\$ 55.02	\$ 50.47	\$ 67.31	\$ 50.47	\$ 46.34	\$ 47.03	\$ 31.15	\$ 26.62	\$ 85.7	2 \$ 41.89	\$ -	\$ -	\$ -		
Subtotal Direct Labor	\$ 202	\$ 275	\$ 505	\$ 471	\$ 1,009	\$ 2,410	\$ 2,257	\$ 249	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	9	7,379
Subtotal Burdened Labor @		2.30													9	16,971

Project 6545 19 Part 1 Services Fee Estimate\_2018\_10\_22

### Field Investigation

				Project Fe		alter P. Moore T		NVESTIGA	ΓION								
						irside F Roof Rep											 
					HC	AA Project Numb											 
						10/22/201	8										
Scope/Task	Sr PM	Sr Diag PM	PM	Sr Engineer	Engineer	Sr Modeler											 Total
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours											
Task - Field Assessment																	
1 Site Investigation & Analysis of Conditions	16				16												32
2 Existing Documents and background collection	6				4												10
3 Prepare Report of Findings	8				6												14
4 Development of Recommendations	6			4	2												12
5 As-built Modeling	2					16											18
6 Schedule Update & Development																	0
7 Site Logistics and Phasing Plans																	0
8 Budgeting, Procurement, & Cost Analysis																	0
9 Project Management, Tracking, & Coordination													-				0
10 Project Financial Administration	-														-		0
11 Design Coordination / Meetings	2				2												4
12 Client Meetings / Presentations	2																2
13 Code Analysis and AHJ Meetings																	
Subtotal Hours	42.00	-	-	4.00	30.00	16.00	-		-	-	-	-	-	-		-	92
Rate	\$ 52.88	\$ 46.02	\$ 49.07	\$ 40.38	\$ 33.74	\$ 35.87	\$ 31.21	\$	- \$	-	\$ -	\$ -	\$ -	\$ -	\$	-	
Subtotal Direct Labor	\$ 2,221	\$ -	\$ -	\$ 162	\$ 1,012	\$ 574	\$ -	\$	- \$	-	\$ -	\$ -	\$ -	\$ -	\$	-	\$ 3,96
Subtotal Burdened Labor @		3.03															\$ 12,025

Project 6545 19 Part 1 Services Fee Estimate 2018 10 22

				11	oject Fee Propos	Airside F Roof Ro		070 DESIGN							
<del>-</del>						AA Project Num									
		-				10/22/20				-					
Scope/Task	OM	PD	PM 3	PM 4	SR. ARCH PM	ARCH 3	SUP 6	SUP 5	SUP 2	PCM 7	PCM 5	PAM 7	PAM 4	#N/A	Total
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 30%			ĺ							ı	ĺ				
1 30% Roof Replacement and Drainage Restoration Plans	0	0	56	17	39	56	0	0	0	0	0	0	0	0	168
2 30% Jet bridge corridor sloped Glazing and Curtain wall; Clerestory Glazing Plans	0	0	56	17	39	56	0	0	0	0	0	0	0	0	168
3 Review Package deliverable	0	7	14	3	10	28	0	4	0	0	6	0	0	0	71
4 Incorporate HCAA Comments & QA/QC	0	7	14	17	10	28	0	4	0	0	6	0	0	0	85
5 Outline Specifications	0	0	14	0	10	14	0	0	0	0	0	0	0	0	38
6 BIM coordination-team meetings	0	7	14	0	10	14	0	4	0	0	0	0	0	0	49
7 Schedule Update & Development	0	7	14	0	10	0	0	8	0	0	0	0	0	0	39
8 Site Logistics and Phasing Plans	0	14	14	0	10	28	0	34	0	0	0	0	0	0	99
9 Budgeting, Procurement, & Cost Analysis	0	28	14	0	0	0	0	8	0	0	78	0	0	0	129
10 Project Management, Tracking, & Coordination	0	21	14	0	10	14	0	8	0	0	6	0	3	0	76
11 Project Financial Administration	0	28	0	0	10	0	0	0	0	0	0	0	50	0	88
12 Design Coordination / Meetings	0	14	28	3	20	28	0	8	0	0	11	0	3	0	115
13 Client Meetings / Presentations	0	7	14	0	10	0	0	4	0	0	6	0	0	0	41
14 Code and AHJ Meetings	0	0	14	0	10	14	0	0	0	0	0	0	0	0	38
Subtotal Hours	0	140	280	56	196	280	0	84	0	0	112	0	56	0	1204
Rate	\$ 103.09	\$ 88.60	\$ 43.21	\$ 71.25	\$ 66.20	\$ 38.16	\$ 97.03	\$ 88.79	\$ 53.00	\$ 93.15	\$ 58.96	\$ 43.27	\$ 31.45	#N/A	
Subtotal Direct Labor	\$ -	\$ 12,404	\$ 12,099	\$ 3,990	\$ 12,975	\$ 10,685	\$ -	\$ 7,458	\$ -	\$ -	\$ 6,604	\$ -	\$ 1,761	\$ -	\$ 67,9
Subtotal Burdened Labor @		2.86	1							ļ.	1				\$ 194,4

Beck Architecture	\$ 118,719
Beck Group	\$ 75,692

					Project Fee	Proposal - Con	struction Moistu	re Consultants	Team - 30%	DESIGN						
						1	Airside F Roof R	eplacement								
						НС	CAA Project Nun	bers 6545 19								
							10/22/20	18								
Scope/Task		Principal in	Position	Position	Position	Position	Position									Total
Scope/Task		Charge														Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours									
Task -30%																
1 Roof Replacement and Drainage Restoration Plans		8														8
Jet bridge corridor sloped Glazing and Curtain		8														8
wall; Clerestory Glazing Plans																
3 Incorporate HCAA Comments & QA/QC		8														8
4 Design Coordination / Meetings		8														8
5 Client Meetings / Presentations																0
Subtotal Hours		32.00	-	-	-	-	-	-	-	-	-	-	-	-	-	32
Rate	5	\$ 74.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal Direct Labor	9	\$ 2,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400
Subtotal Burdened Labor @			2.89													\$ 6,935

					Proje	ect Fee Proposal	- VoltAir Engi	neering Team -	30% DESIGN							
						A	irside F Roof Re	placement								
						HC	AA Project Num	bers 6545 19								
							10/22/20	18								
	Scope/Task	Elec Dir	Mech Dir	Mech EOR	Elec EOR	Proj Mgr	Snr Dsgnr	Eng II	Eng I	Admin	Principle	BIM Manager	Position			Total
Basi	ic Design Services	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
Task	k - 30%															
1	Set up Revit Model / Project					1				1		8				10
2	Prepare 30% CDs			12	4	16	40	60	64		1	4				201
3	Internal QC 30% CDs	1	1	4	1	8	2	4	2			4				27
4	Meetings with HCAA Staff					8	8	4	4							24
5	Modify Documents per HCAA Comments					2	4	8	4			2				20
6	Final QC	1	1	2	1	2	4	4	4			2				21
																0
	Subtotal Hours	2.00	2.00	18.00	6.00	37.00	58.00	80.00	78.00	1.00	1.00	20.00	-	-	-	303
	Rate	\$ 67.31	\$ 55.02	\$ 50.47	\$ 67.31	\$ 50.47	\$ 46.34	\$ 47.03	\$ 31.15	\$ 26.62	\$ 85.72	\$ 41.89	\$ -	\$ -	\$ -	
	Subtotal Direct Labor	\$ 135	\$ 110	\$ 908	\$ 404	\$ 1,867	\$ 2,688	\$ 3,762	\$ 2,430	\$ 27	\$ 86	\$ 838	\$ -	\$ -	\$ -	\$ 13,254
	Subtotal Burdened Labor @		2.30				·						•			\$ 30,485

Project 6545 19 Part 1 Services Fee Estimate\_2018\_10\_22 Page 5 of 16

					Pro	oject Fee Propo	sal - Walter P. N	Moore Team - 30	% DESIGN							
						A	Airside F Roof R	eplacement								
						HC	CAA Project Num									
							10/22/20	18								
Scope/Task		PM	Sr Diag PM	PM	Sr Engineer	Engineer	Sr Modeler	Admin Asst								Total
Basic Design Services	Н	ours	Hours	Hours	Hours	Hours	Hours	Hours								
Task - 30%																
1 Roof Replacement and Drainage Restoration Plans	1	2			4	8	14									38
2 Jet bridge corridor sloped Glazing and Curtain wall; Clerestory Glazing Plans		6			2	4	10									22
3 Review Package deliverable		4														4
4 Incorporate HCAA Comments & QA/QC		3		2		4	1									10
5 Outline Specifications		3			2											5
6 BIM coordination-team meetings		1					1									2
7 Schedule Update & Development																0
8 Site Logistics and Phasing Plans																0
9 Budgeting, Procurement, & Cost Analysis																0
10 Project Management, Tracking, & Coordination		1														1
11 Project Financial Administration								2								2
12 Design Coordination / Meetings		4				3										7
13 Client Meetings / Presentations		2														2
14 Code and AHJ Meetings																0
Subtotal Hours		36.00	-	2.00	8.00	19.00	26.00	2.00	-	-	-	-	-	-	-	93
Rate	\$	52.88	\$ 46.02	\$ 49.07	\$ 40.38	\$ 33.74	\$ 35.87	\$ 31.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal Direct Labor	\$	1,904	\$ -	\$ 98	\$ 323	\$ 641	\$ 933	\$ 62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,961
Subtotal Burdened Labor @			3.03													\$ 12,002

Project 6545 19 Part 1 Services Fee Estimate\_2018\_10\_22

				FF	oject Fee Propo	Airside F Roof R		U70 DESIGN							
						Alfside F Roof R AA Project Nun									
					IIC	10/22/20									
Scope/Task	OM	PD	PM 3	PM 4	SR. ARCH PM	ARCH 3	SUP 6	SUP 5	SUP 2	PCM 7	PCM 5	PAM 7	PAM 4	#N/A	Total
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	1
Task - 60%															
1 Roof Replacement and Drainage Restoration Plans	0	0	56	17	39	56	0	0	0	0	0	0	0	0	168
2 Jet bridge corridor sloped Glazing and Curtain wall; Clerestory Glazing Plans	0	0	56	17	39	56	0	0	0	0	0	0	0	0	168
3 Review Package deliverable	0	7	14	3	10	28	0	4	0	0	6	0	0	0	71
4 Incorporate HCAA Comments & QA/QC	0	7	14	17	10	28	0	4	0	0	6	0	0	0	85
5 Outline Specifications	0	0	14	0	10	14	0	0	0	0	0	0	0	0	38
6 BIM coordination-team meetings	0	7	14	0	10	14	0	4	0	0	0	0	0	0	49
7 Schedule Update & Development	0	7	14	0	10	0	0	8	0	0	0	0	0	0	39
8 Site Logistics and Phasing Plans	0	14	14	0	10	28	0	34	0	0	0	0	0	0	99
9 Budgeting, Procurement, & Cost Analysis	0	28	14	0	0	0	0	8	0	0	78	0	0	0	129
10 Project Management, Tracking, & Coordination	0	21	14	0	10	14	0	8	0	0	6	0	3	0	76
11 Project Financial Administration	0	28	0	0	10	0	0	0	0	0	0	0	50	0	88
12 Design Coordination / Meetings	0	14	28	3	20	28	0	8	0	0	11	0	3	0	115
13 Client Meetings / Presentations	0	7	14	0	10	0	0	4	0	0	6	0	0	0	41
14 Code and AHJ Meetings	0	0	14	0	10	14	0	0	0	0	0	0	0	0	38
Subtotal Hours	0	140	280	56	196	280	0	84	0	0	112	0	56	0	1204
Rate	\$ 103.09	\$ 88.60	* -				\$ 97.03		\$ 53.00	\$ 93.15		\$ 43.27		#N/A	
Subtotal Direct Labor	\$ -	\$ 12,404	\$ 12,099	\$ 3,990	\$ 12,975	\$ 10,685	\$ -	\$ 7,458	\$ -	\$ -	\$ 6,604	\$ -	\$ 1,761	\$ -	\$ 67,97
Subtotal Burdened Labor @		2.86													\$ 194,41

Beck Architecture	\$ 118,719
Beck Group	\$ 75,692

				Project Fee	Proposal - Cons	struction Moist	ıre Consultant	Team - 60	% DES	SIGN						 
	•		•		I	Airside F Roof R	eplacement	·	·	•		·		•	·	 
					HC	CAA Project Nur	nbers 6545 19									
						10/22/20	18									
Scope/Task	Principal in	Position	Position	Position	Position	Position										Total
Scope/ Lask	Charge															Total
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours										
Task -60%																
1 Roof Replacement and Drainage Restoration Plans	8															8
Jet bridge corridor sloped Glazing and Curtain	8															8
wall; Clerestory Glazing Plans																
3 Incorporate HCAA Comments & QA/QC	8															8
4 Design Coordination / Meetings	8															8
5 Client Meetings / Presentations																0
Subtotal Hours	32.00	-	-	-	-	-	-		-	-	-	-	-	-	-	32
Rate	\$ 74.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -	\$ -	\$ - \$	-	\$ -	\$ -	
Subtotal Direct Labor	\$ 2,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -	\$ -	\$ - \$	-	\$ -	\$ -	\$ 5 2,400
Subtotal Burdened Labor @		2.89														\$ 6,935

					Projec	t Fee Proposa	l - VoltAir Engi	neering Team -	60% DESIGN							 
					•		Airside F Roof Re									
						HC	AA Project Num	bers 6545 19								
							10/22/20	18								
Scope/Task		Elec Dir	Mech Dir	Mech EOR	Elec EOR	Proj Mgr	Snr Dsgnr	Eng II	Eng I	Admin	Principle	BIM Manager	Position			Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
Task - 60%																
1 Review 30% HCAA Comments		1	1	1	1	1	1	2	1							9
2 Prepare 60% CDs				2	2	16	40	80	50			2				192
3 Internal QC 60% CDs		1	1	2	2	8						2				16
4 Meetings with HCAA Staff						8	8	4	4							24
5 Modify Documents per HCAA Comments						2	4	8	4			2				20
6 Final QC		1	1	1	1	2	4	4	4			2				20
7 Prepare 60% Specifications		1	1	1	1	2	8	12	8	4						38
																0
Subtotal Hour	S	4.00	4.00	7.00	7.00	39.00	65.00	110.00	71.00	4.00	-	8.00	-	-	-	319
Rate	e	\$ 67.31	\$ 55.02	\$ 50.47	\$ 67.31	\$ 50.47	\$ 46.34	\$ 47.03	\$ 31.15	\$ 26.62	\$ 85.72	\$ 41.89	\$ -	\$ -	\$ -	
Subtotal Direct Labor	r	\$ 269	\$ 220	\$ 353	\$ 471	\$ 1,968	\$ 3,012	\$ 5,173	\$ 2,212	\$ 106	\$ -	\$ 335	\$ -	\$ -	\$ -	\$ 14,121
Subtotal Burdened Labor @	9	•	2.30			•										\$ 32,478

Project 6545 19 Part 1 Services Fee Estimate 2018\_10\_22

				Proj			Aoore Team - 60	% DESIGN							
						Airside F Roof R									
					HC	AA Project Nun									
						10/22/20									
Scope/Task	Sr PM	Sr Diag PM	PM	Sr Engineer	Engineer	Sr Modeler	Admin Asst								Total
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours	Hours								
Task - 60%															
1 60% Roof Replacement and Drainage Restoration Plans	14			6	10	16									46
2 60% Jet bridge corridor sloped Glazing and Curtain wall; Clerestory Glazing Plans	10			4	6	14									34
3 Review Package deliverable	4														4
4 Incorporate HCAA Comments & QA/QC	3		3		4										10
5 60% Specifications	6			2											8
6 BIM coordination-team meetings	1					1									2
7 Schedule Update & Development															0
8 Site Logistics and Phasing Plans															0
9 Budgeting, Procurement, & Cost Analysis															0
10 Project Management, Tracking, & Coordination	1														1
11 Project Financial Administration							2								2
12 Design Coordination / Meetings	4				3										7
13 Client Meetings / Presentations	2														2
14 Code and AHJ Meetings															0
Subtotal Hours	45.00	-	3.00		23.00	31.00	2.00	-	-		-	-	-	$\bot$	116
Rate	\$ 52.88								\$ -	\$ - \$ -	\$ -	\$ -	\$ -		
Subtotal Direct Labor	\$ 2,380		\$ 147	\$ 485	\$ 776	\$ 1,112	\$ 62	\$ -	\$ -	\$ - \$ -	\$ -	\$ -	\$ 	\$	4,962
Subtotal Burdened Labor @		3.03												\$	15,034

Project 6545 19 Part 1 Services Fee Estimate\_2018\_10\_22

					oject Fee Propos A	irside F Roof Re		0,022,010.1							
						AA Project Num									
						10/22/20	18								
Scope/Task	OM	PD	PM 3	PM 4	SR. ARCH PM	ARCH 3	SUP 6	SUP 5	SUP 2	PCM 7	PCM 5	PAM 7	PAM 4	#N/A	Total
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 90%															
1 90% Roof Replacement and Drainage Restoration Plans	0	0	67	20	47	67	0	0	0	0	0	0	0	0	202
2 90% Jet bridge corridor sloped Glazing and Curtain wall; Clerestory Glazing Plans	0	0	67	20	47	67	0	0	0	0	0	0	0	0	202
3 Permit Package deliverable	0	8	17	3	12	34	0	5	0	0	7	0	0	0	86
4 Incorporate HCAA Comments & QA/QC	0	8	17	20	12	34	0	5	0	0	7	0	0	0	102
5 90% Specifications	0	0	17	0	12	17	0	0	0	0	0	0	0	0	45
6 BIM coordination-team meetings	0	8	17	0	12	17	0	5	0	0	0	0	0	0	59
7 Schedule Update & Development	0	8	17	0	12	0	0	10	0	0	0	0	0	0	47
8 Site Logistics and Phasing Plans	0	17	17	0	12	34	0	40	0	0	0	0	0	0	119
9 Budgeting, Procurement, & Cost Analysis	0	34	17	0	0	0	0	10	0	0	94	0	0	0	155
10 Project Management, Tracking, & Coordination	0	25	17	0	12	17	0	10	0	0	7	0	3	0	91
11 Project Financial Administration	0	34	0	0	12	0	0	0	0	0	0	0	60	0	106
12 Design Coordination / Meetings	0	17	34	3	24	34	0	10	0	0	13	0	3	0	138
13 Client Meetings / Presentations	0	8	17	0	12	0	0	5	0	0	7	0	0	0	49
14 Code and AHJ Meetings	0	0	17	0	12	17	0	0	0	0	0	0	0	0	45
Subtotal Hours	0	168	336	67	235	336	0	101	0	0	134	0	67	0	1445
Rate	\$ 103.09		ψ .5.21	\$ 71.25	\$ 66.20	\$ 38.16	\$ 97.03		\$ 53.00	\$ 93.15	\$ 58.96	\$ 43.27		#N/A	
Subtotal Direct Labor	\$ -	\$ 14,885	\$ 14,519	\$ 4,788	\$ 15,570	\$ 12,822	\$ -	\$ 8,950	\$ -	\$ -	\$ 7,924	\$ -	\$ 2,113	\$ -	\$ 81,5
Subtotal Burdened Labor @		2.86													\$ 233,2

Beck Architecture	\$ 142,462
Beck Group	\$ 90,831

				Project Fee	Proposal - Con	struction Moist	ire Consultan	s Team - 9	90% DE	SIGN						
					-	Airside F Roof R	eplacement									
					Н	CAA Project Nur	nbers 6545 19									
						10/22/20	18									
Scope/Task	Principal in Charge	Position	Position	Position	Position	Position										Total
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours										
Task - 90%																
1 Roof Replacement and Drainage Restoration Plans	4															4
2 Jet bridge corridor sloped Glazing and Curtain wall; Clerestory Glazing Plans	4															4
3 Incorporate HCAA Comments & QA/QC	8															8
4 Design Coordination / Meetings	4															4
5 Client Meetings / Presentations																0
Subtotal Hours	20.00	-	-	-	_	-	-		-	-	-	-	-	-	-	20
Rate	\$ 74.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -	\$ - :	\$ -	\$ - \$	-	\$ -	
Subtotal Direct Labor	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -	\$ - :	\$ -	\$ - \$	-	\$ -	\$ 1,500
Subtotal Burdened Labor @		2.89														\$ 4,334

П						Proje	ect Fee Proposal	- VoltAir Engi	neering Team -	90% DESIGN							
							A	irside F Roof Re	placement								
							HC.	AA Project Num	bers 6545 19								
								10/22/20	18								
	Scope/Task		Elec Dir	Mech Dir	Mech EOR	Elec EOR	Proj Mgr	Snr Dsgnr	Eng II	Eng I	Admin	Principle	BIM Manager	Position			Total
Bas	sic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
Tas	sk - 90%																
	Review 60% HCAA Comments		1	1	1	1	1	1	2	1							9
2	Prepare 90% CDs				2	2	24	40	60	60			2				190
3	Internal QC 90% CDs		1	1	2	2	8						2				16
4	Meetings with HCAA Staff						8	8	8								24
5	Modify Documents per HCAA Comments						2	4	8	4			2				20
6	Final QC		1	1	1	1	2	4	4	4			2				20
7	Prepare 90% Specifications		1	1	1	1	2	8	12	8	4						38
	Subtotal Hours		4.00	4.00	7.00	7.00	47.00	65.00	94.00	77.00	4.00	-	8.00	-	-	-	317
	Rate		\$ 67.31	\$ 55.02	\$ 50.47	\$ 67.31	\$ 50.47	\$ 46.34	\$ 47.03	\$ 31.15	\$ 26.62	\$ 85.72	\$ 41.89	\$ -	\$ -	\$ -	
	Subtotal Direct Labor	:	\$ 269	\$ 220	\$ 353	\$ 471	\$ 2,372	\$ 3,012	\$ 4,421	\$ 2,399	\$ 106	\$ -	\$ 335	\$ -	\$ -	\$ -	\$ 13,959
	Subtotal Burdened Labor @		•	2.30			·	·						•			\$ 32,106

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						Pro	oject Fee Proj		Moore Team - 9	0% DESIGN								
								Airside F Roof I										
							I	ICAA Project Nu										
								10/22/2										
Scope/Task	5	Sr PM	Sr Diag PM			Sr Engineer	Engineer	Sr Modeler	Admin Asst									Total
Basic Design Services	]	Hours	Hours	Hou	ırs	Hours	Hours	Hours	Hours									
Task - 90%																		
1 Roof Replacement and Drainage Restoration Plans		9				4	10	12										35
2 Jet bridge corridor sloped Glazing and Curtain wall; Clerestory Glazing Plans		8				2	10	12										32
3 Review Package deliverable		3					2											5
4 Incorporate HCAA Comments & QA/QC		2		2			4											8
5 Outline Specifications		2				2												4
6 BIM coordination-team meetings		1						1										2
7 Schedule Update & Development																		0
8 Site Logistics and Phasing Plans																		0
9 Budgeting, Procurement, & Cost Analysis																		0
10 Project Management, Tracking, & Coordination		1																1
11 Project Financial Administration									2									2
12 Design Coordination / Meetings		3					2											5
13 Client Meetings / Presentations		2																2
14 Code and AHJ Meetings																		0
Subtotal Hours		31.00	-		2.00	8.00	28.0	0 25.00	2.00	-		-	-	-	-	-		96
Rate	\$	52.88	\$ 46.0	2 \$	49.07	\$ 40.38	\$ 33.7	4 \$ 35.87	\$ 31.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Subtotal Direct Labor	\$	1,639	\$ -	\$	98	\$ 323	\$ 94	5 \$ 897	\$ 62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 3,96
Subtotal Burdened Labor @			3.03														$\Box$	\$ 12,012

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				110	J 1	al - The Beck G		O / U DESIGN							
		-				AA Project Num									
						10/22/20									
Scope/Task	OM	PD	PM 3	PM 4	SR. ARCH PM	ARCH 3	SUP 6	SUP 5	SUP 2	PCM 7	PCM 5	PAM 7	PAM 4	#N/A	Total
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 100%															
1 100% Roof Replacement and Drainage Restoration Plans	0	0	45	13	31	45	0	0	0	0	0	0	0	0	134
2 100% Jet bridge corridor sloped Glazing and Curtain wall; Clerestory Glazing Plans	0	0	45	13	31	45	0	0	0	0	0	0	0	0	134
3 GMP Package deliverable	0	6	11	2	8	22	0	3	0	0	4	0	0	0	57
4 Incorporate HCAA Comments & QA/QC	0	6	11	13	8	22	0	3	0	0	4	0	0	0	68
5 Final Specifications	0	0	11	0	8	11	0	0	0	0	0	0	0	0	30
6 BIM coordination-team meetings	0	6	11	0	8	11	0	3	0	0	0	0	0	0	39
7 Schedule Update & Development	0	6	11	0	8	0	0	7	0	0	0	0	0	0	31
8 Site Logistics and Phasing Plans	0	11	11	0	8	22	0	27	0	0	0	0	0	0	80
9 Budgeting, Procurement, & Cost Analysis	0	22	11	0	0	0	0	7	0	0	63	0	0	0	103
10 Project Management, Tracking, & Coordination	0	17	11	0	8	11	0	7	0	0	4	0	2	0	60
11 Project Financial Administration	0	22	0	0	8	0	0	0	0	0	0	0	40	0	71
12 Design Coordination / Meetings	0	11	22	2	16	22	0	7	0	0	9	0	2	0	92
13 Client Meetings / Presentations	0	6	11	0	8	0	0	3	0	0	4	0	0	0	32
14 Code and AHJ Meetings	0	0	11	0	8	11	0	0	0	0	0	0	0	0	30
Subtotal Hours	0	112	224	45	157	224	0	67	0	0	90	0	45	0	963
Rate	\$ 103.09	\$ 88.60	φ 15121	\$ 71.25	\$ 66.20	\$ 38.16	\$ 97.03	\$ 88.79	\$ 53.00	\$ 93.15		\$ 43.27	\$ 31.45	#N/A	
Subtotal Direct Labor	\$ -	\$ 9,923	\$ 9,679	\$ 3,192	\$ 10,380	\$ 8,548	\$ -	\$ 5,967	\$ -	\$ -	\$ 5,283	\$ -	\$ 1,409	\$ -	\$ 54,3
Subtotal Burdened Labor @		2.86													\$ 155,5

Beck Architecture	\$ 94,975
Beck Group	\$ 60,554

				Project Fee	Proposal - Cons	truction Moistu	re Consultants	Геат - 100% I	DESIGN						
						Airside F Roof R	eplacement								
					НС	CAA Project Nun	nbers 6545 19								
						10/22/20	18								
Scope/Task	Principal in	Position	Position	Position	Position	Position									Total
Scope/Task	Charge														Total
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours									ĺ
Task - 100%															1
1 Roof Replacement and Drainage Restoration Plans	4														4
Jet bridge corridor sloped Glazing and Curtain	4														4
wall; Clerestory Glazing Plans															1
3 Incorporate HCAA Comments & QA/QC	8														8
4 Design Coordination / Meetings	4														4
5 Client Meetings / Presentations															0
															1
Subtotal Hours	20.00	-	-	-	-	-	-	-	-	-	-	-	-	-	20
Rate	\$ 74.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$	-	\$ -	\$ -	1
Subtotal Direct Labor	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$	-	\$ -	\$ -	\$ 1,500
Subtotal Burdened Labor @		2.89											•		\$ 4,334

		•	•	•	Projec	t Fee Proposal	- VoltAir Engin	eering Team - 1	00% DESIGN	•	•	•		•		
						A	Airside F Roof Re	eplacement								
						HC	AA Project Num	bers 6545 19								
							10/22/20	18								
Scope/Task		Elec Dir	Mech Dir	Mech EOR	Elec EOR	Proj Mgr	Snr Dsgnr	Eng II	Eng I	Admin	Principle	BIM Manager	Position			Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
Task - 100%																
1 Review 90% HCAA Comments		1	1	1	1	1	1	2	1							9
2 Prepare 100% CDs				2	2	8	16	16	24			2				70
3 Internal QC 100% CDs				1	1	8	1	2	1			2				16
4 Meetings with HCAA Staff						8	8	8								24
5 Modify Documents per HCAA Comments						2	4	8	4			4				22
6 Final QC				1	1	2	2	2	2			1				11
7 Prepare 100% Specifications				1	1	1	1	2	1	2						9
Subtotal Hour	'S	1.00	1.00	6.00	6.00	30.00	33.00	40.00	33.00	2.00	-	9.00	1	-	-	161
Rat	e	\$ 67.31	\$ 55.02	\$ 50.47	\$ 67.31	\$ 50.47	\$ 46.34	\$ 47.03	\$ 31.15	\$ 26.62	\$ 85.72	\$ 41.89	\$ -	\$ -	\$ -	
Subtotal Direct Labo	r	\$ 67	\$ 55	\$ 303	\$ 404	\$ 1,514	\$ 1,529	\$ 1,881	\$ 1,028	\$ 53	\$ -	\$ 377	\$ -	\$ -	\$ -	\$ 7,2
Subtotal Burdened Labor (a	v.		2.30													\$ 16,5

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					Pro		sal - Walter P. M		0% DESIGN								
							Airside F Roof R										
						HC	CAA Project Nun										
							10/22/20							 			
Scope/Task	Sı	r PM	Sr Diag PM	PM	Sr Engineer	Engineer	Sr Modeler	Admin Asst									Total
Basic Design Services	Н	lours	Hours	Hours	Hours	Hours	Hours	Hours								<u> </u>	
Task - 100%																<u> </u>	
1 Roof Replacement and Drainage Restoration Plans		8			4	6	8										26
Jet bridge corridor sloped Glazing and Curtain		6			2	4	8										20
wall; Clerestory Glazing Plans																ļ	
3 Review Package deliverable		3		2		2										ļ	7
4 Incorporate HCAA Comments & QA/QC		1		2		2											5
5 Outline Specifications		2			2											ļ	4
6 BIM coordination-team meetings							1										1
7 Schedule Update & Development																	0
8 Site Logistics and Phasing Plans																	0
9 Budgeting, Procurement, & Cost Analysis																	0
10 Project Management, Tracking, & Coordination		1															1
11 Project Financial Administration								2									2
12 Design Coordination / Meetings		2				2											4
13 Client Meetings / Presentations		1															1
14 Code and AHJ Meetings																	0
Subtotal Hours		24.00	-	4.00	8.00	16.00	17.00	2.00	-	-	-	-	-	-	-		71
Rate	\$	52.88	\$ 46.02	\$ 49.07	\$ 40.38	\$ 33.74	\$ 35.87	\$ 31.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$	-		
Subtotal Direct Labor	\$	1,269	\$ -	\$ 196	\$ 323	\$ 540	\$ 610	\$ 62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$	-		\$ 3,000
Subtotal Burdened Labor @			3.03												•		\$ 9,091

Project 6545 19 Part 1 Services Fee Estimate\_2018\_10\_22

### Construction Administration Fee

			Project	Fee Proposal	- The Beck Gro	up Team - CON	STRUCTION A	ADMINISTRAT	ION						
				•		e F Roof Replace									
					HCAA P	roject Numbers (	5545 19								
						10/22/2018									
Scope/Task	OM	SR. ARCH PM	ARCH 3	PAM 4	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	Total
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - CA-															
1 CA Services	0	90	288	0	0	0	0	0	0	0	0	0	0	0	378
2 Shop Drawing/Submittal Review	0	60	288	0	0	0	0	0	0	0	0	0	0	0	348
3 Periodic Site Visits / Field Reports	0	60	144	0	0	0	0	0	0	0	0	0	0	0	204
4 Quality Control Testing	0	60	144	0	0	0	0	0	0	0	0	0	0	0	204
5 Record Documents	0	30	72	0	0	0	0	0	0	0	0	0	0	0	102
6 BIM coordination-team meetings	0	30	72	0	0	0	0	0	0	0	0	0	0	0	102
7 Construction Meetings	0	30	72	0	0	0	0	0	0	0	0	0	0	0	102
8 Periodic compliance reports	0	30	72	0	0	0	0	0	0	0	0	0	0	0	102
9 Project Management, Tracking, & Coordination	0	120	288	0	0	0	0	0	0	0	0	0	0	0	408
10 Project Financial Administration	0	30	0	0	0	0	0	0	0	0	0	0	0	0	30
11 Client meetings	0	30	0	0	0	0	0	0	0	0	0	0	0	0	30
12 AHJ inspections	0	30	0	0	0	0	0	0	0	0	0	0	0	0	30
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal Hours	0	600	1440	0	0	0	0	0	0	0	0	0	0	0	2040
Rate	\$ 103.0	9 \$ 66.20	\$ 38.16	\$ 31.45	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	
Subtotal Direct Labor	\$ -	\$ 39,720	\$ 54,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 94,670
Subtotal Burdened Labor @		2.86													\$ 270,757

			P	roject Fee Prop	osal - Constru	ction Moisture (	Consultants Tea	m - CONSTRU	CTION ADMIN	NISTRATION							
							F Roof Replace										
						HCAA Pi	oject Numbers 6	545 19									
							10/22/2018										
Scope/Task	Princi Cha	•	osition	Position	Position	Position	Position									Tota	tal
Basic Design Services	Но	urs H	Hours	Hours	Hours	Hours	Hours										
Task - CA																	
1 Construction Administration Services																0	)
2 Shop Drawing/Submittal Review	24	ļ														24	4
3 Periodic Site Visits / Field Reports	80	)														80	0
Subtotal Hours		104.00	-	-	-	-	-	-	-	-	-	-	-	-	-	104	)4
Rate	\$	74.99 \$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Subtotal Direct Labor	\$	7,799 \$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		7,799
Subtotal Burdened Labor @		2	2.89													\$ 2'	22,539

			Project F	ee Proposal - Vo	oltAir Engineeri	ng Team - CONS	TRUCTION A	DMINISTRAT	TION						
					Airside	F Roof Replacement	nt								
					HCAA Pro	ject Numbers 6545	5 19								
						10/22/2018									
Scope/Task	Elec Dir	Mech Dir	Mech EOR	Elec EOR	Proj Mgr	Snr Dsgnr	Eng II	Eng I	Admin	Principle	BIM Manager	Position			Total
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
Task - CA															0
0 RFI Review and Response	4	8	16	8	24	32	24		12						128
2 Submittal Review	4	8	16	8	32	48	40		8						164
3 Owner Submittal Review Meeting			8	8	8	8									32
4 Bi Weekly OAC Meeting					60	40	40								140
5 Bi Weekly Site Visits Const Obs					20	50	50								120
Subtotal Hours	8.00	16.00	40.00	24.00	144.00	178.00	154.00	-	20.00	-	-	-	-	-	584
Rate	\$ 67.31	\$ 55.02	\$ 50.47	\$ 67.31	\$ 50.47	\$ 46.34 \$	47.03	31.15	\$ 26.62	\$ 85.72	\$ 41.89	\$ -	\$ -	\$ -	
Subtotal Direct Labor	\$ 538	\$ 880	\$ 2,019	\$ 1,615	\$ 7,268	\$ 8,249 \$	7,243	S -	\$ 532	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,344
Subtotal Burdened Labor @		2.30													\$ 65,192

Project 6545 19 Part 1 Services Fee Estimate 2018\_10\_22

### Construction Administration Fee

				Projec	t Fee Proposal -	Walter P. Moor	e Team - CONS	TRUCTION AD	MINISTRAT	ION							
							F Roof Replacen										
						HCAA Pro	oject Numbers 65	545 19									
							1/0/1900										
Scope/Task	Sr I	PM	Sr Diag PM	PM	Sr Engineer	Engineer	Sr Modeler	Admin Asst	Position	Position	Position	Position	Position				Total
asic Design Services	Но	ırs	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours				
ask - CA																	0
CA Services	74				6	40											120
Shop Drawing/Submittal Review	12	!			16	24											52
Periodic Site Visits / Field Reports	20	)				22											42
Quality Control Testing																	0
Record Documents	2				2	4	6										14
Subtotal Hours		108.00	-	-	24.00	90.00	6.00	-	-	-	-	-	-	-	-	+-	228
Rate	\$	52.88 \$	46.02	\$ 49.07	\$ 40.38	\$ 33.74	\$ 35.87	\$ 31.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Subtotal Direct Labor	\$	5,711 \$	5 - 5	-	\$ 969	\$ 3,037	\$ 215	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 9,932
Subtotal Burdened Labor @			3.03											·			\$ 30,094

Project 6545 19 Part 1 Services Fee Estimate 2018\_10\_22

### Design and Bidding Expenses @ Design & Preconstruction

### **Construction Administration Expenses**

Expense  GENERAL  TPA Badging  Copier and General Printing  Reprographics/Milestone Prints  Videos/4D scheduling  PARKING & VEHICLE COSTS  Preconstruction - 2 Visits per Month  Design Team - 2 visits per week  PM/Field Investigation Assessment Team (3 per day x 11/1-1)  PM/Construction Team (4 per wk - 1/1-8/1)	\$ \$ \$ \$	100.00 750.00 3,000.00 6,000.00	10 9 1	LS MO LS LS	\$ \$ \$	6,750
Copier and General Printing Reprographics/Milestone Prints Videos/4D scheduling PARKING & VEHICLE COSTS Preconstruction - 2 Visits per Month Design Team - 2 visits per week PM/Field Investigation Assessment Team (3 per day x 11/1-1	\$ \$ \$	750.00 3,000.00 6,000.00	9 1	MO LS	\$ \$	
Copier and General Printing Reprographics/Milestone Prints Videos/4D scheduling PARKING & VEHICLE COSTS Preconstruction - 2 Visits per Month Design Team - 2 visits per week PM/Field Investigation Assessment Team (3 per day x 11/1-1	\$ \$ \$	3,000.00 6,000.00	1	LS	\$	6,750
Reprographics/Milestone Prints Videos/4D scheduling PARKING & VEHICLE COSTS Preconstruction - 2 Visits per Month Design Team - 2 visits per week PM/Field Investigation Assessment Team (3 per day x 11/1-1	\$ \$ \$	6,000.00	_			
Videos/4D scheduling PARKING & VEHICLE COSTS Preconstruction - 2 Visits per Month Design Team - 2 visits per week PM/Field Investigation Assessment Team (3 per day x 11/1-1	\$	6,000.00	1			3,000
PARKING & VEHICLE COSTS  Preconstruction - 2 Visits per Month  Design Team - 2 visits per week  PM/Field Investigation Assessment Team (3 per day x 11/1-)	\$	,			\$	6,000
Preconstruction - 2 Visits per Month Design Team - 2 visits per week PM/Field Investigation Assessment Team (3 per day x 11/1-1		22.00			,	-,
Design Team - 2 visits per week PM/Field Investigation Assessment Team (3 per day x 11/1-)		22.00	18	EA	\$	396
PM/Field Investigation Assessment Team (3 per day x 11/1-)		22.00	78	EA	\$	1,716
` ' '	\$	22.00	130	EA	\$	2,860
Pivi/Construction Team (4 Der wk - 1/1-6/1)	\$	22.00	121	EA	\$	2,662
Truck/Fuel/Insurance	\$	1,100.00	9	МО	\$	9,900
		,			-	- ,
,			3	EA	\$	1,350
						3,375
						1,530
						396
						1,350
						2,700
,						1,350
E						1,020
						264
						900
	Ψ	75.00	12	LII	Ψ	700
	\$	5 000 00	1	LS	\$	5,000
-		-	1			3,500
	Φ <b>Q</b>		1			2,000
	Φ	-	1			1,500
Safety Equipment, 11 E	Ψ	1,500.00	1	LS	Ψ	1,500
					\$	60,519
Radging and Johsite Parking	\$	750.00	1	LS	\$	750
			1			5,120
			1			7,980
Core Thermal Amontanes, Amarysis, Roof Repair, & Reportin	Ψ	7,700.00	1	Lb		- 7,500
					\$	13,850
Badging and Jobsite Parking	\$	1.00	1000	LS	\$	1,000
					\$	-
					\$	1,000
Parking	\$	12.00	16	EA	\$	192
					\$	-
					\$	192
Code Consultant Allowance	2	1.00	7500	LS	\$	7,500
Code Combunant / Inc wante	Ψ	1.00	7.500	10		-,500
						7,500
	PM4 - FI Phase (RT airfare - 3ea 5 overnight trips) PM4 - FI Phase hotel PM4 - FI Phase rental car PM4 - FI Phase airport parking PM4 - FI Phase airport parking PM4 - FI Phase Meals/Misc PM4 - Design Phase (RT airfare - 6ea 1 overnight trips) PM4 - Design Phase hotel PM4 - Design Phase rental car PM4 - Design Phase airport parking PM4 - Design Phase Meals/Misc SITE INVESTIGATION Equipment - articulating boom lift Equipment (barricades, signage, etc.) Small Tools Safety Equipment, PPE  Badging and Jobsite Parking Infrared Imaging low sloped membrane roof areas & Core Thermal Anomalies, Analysis, Roof Repair, & Reportir  Badging and Jobsite Parking  Parking  Code Consultant Allowance	PM4 - FI Phase (RT airfare - 3ea 5 overnight trips) PM4 - FI Phase hotel PM4 - FI Phase rental car PM4 - FI Phase airport parking PM4 - FI Phase airport parking PM4 - FI Phase Meals/Misc PM4 - Design Phase (RT airfare - 6ea 1 overnight trips) PM4 - Design Phase hotel PM4 - Design Phase rental car PM4 - Design Phase airport parking PM4 - Design Phase airport parking PM4 - Design Phase Meals/Misc SITE INVESTIGATION Equipment - articulating boom lift Equipment (barricades, signage, etc.) Small Tools Safety Equipment, PPE  Badging and Jobsite Parking Infrared Imaging low sloped membrane roof areas & Core Thermal Anomalies, Analysis, Roof Repair, & Reportir  Badging and Jobsite Parking  S Code Consultant Allowance  \$ Code Consultant Allowance	PM4 - FI Phase hotel         \$ 225.00           PM4 - FI Phase rental car         \$ 85.00           PM4 - FI Phase airport parking         \$ 22.00           PM4 - FI Phase Meals/Misc         \$ 75.00           PM4 - Design Phase (RT airfare - 6ea 1 overnight trips)         \$ 450.00           PM4 - Design Phase hotel         \$ 225.00           PM4 - Design Phase rental car         \$ 85.00           PM4 - Design Phase airport parking         \$ 22.00           PM4 - Design Phase Meals/Mise         \$ 75.00           SITE INVESTIGATION         SITE INVESTIGATION           Equipment - articulating boom lift         \$ 5,000.00           Equipment (barricades, signage, etc.)         \$ 3,500.00           Small Tools         \$ 2,000.00           Safety Equipment, PPE         \$ 1,500.00           Badging and Jobsite Parking         \$ 750.00           Infrared Imaging low sloped membrane roof areas &         \$ 5,120.00           Core Thermal Anomalies, Analysis, Roof Repair, & Reportir         \$ 7,980.00           Parking         \$ 1.00           Code Consultant Allowance         \$ 1.00	PM4 - FI Phase (RT airfare - 3ea 5 overnight trips)         \$ 450.00         3           PM4 - FI Phase hotel         \$ 225.00         15           PM4 - FI Phase rental car         \$ 85.00         18           PM4 - FI Phase airport parking         \$ 22.00         18           PM4 - FI Phase Meals/Misc         \$ 75.00         18           PM4 - FI Phase Meals/Misc         \$ 75.00         18           PM4 - Posign Phase (RT airfare - 6ea 1 overnight trips)         \$ 450.00         6           PM4 - Design Phase hotel         \$ 225.00         6           PM4 - Design Phase rental car         \$ 85.00         12           PM4 - Design Phase Meals/Misc         \$ 75.00         12           SITE INVESTIGATION         \$ 75.00         12           Equipment - articulating boom lift         \$ 5,000.00         1           Equipment (barricades, signage, etc.)         \$ 3,500.00         1           Small Tools         \$ 2,000.00         1           Safety Equipment, PPE         \$ 1,500.00         1           Badging and Jobsite Parking         \$ 75.00         1           Badging and Jobsite Parking         \$ 75.00         1           Badging and Jobsite Parking         \$ 1.00         1000           Parking <td< td=""><td>PM4 - FI Phase (RT airfare - 3ea 5 overnight trips)         \$ 450.00         3         EA           PM4 - FI Phase hotel         \$ 225.00         15         EA           PM4 - FI Phase rental car         \$ 85.00         18         EA           PM4 - FI Phase airport parking         \$ 22.00         18         EA           PM4 - FI Phase deals/Mise         \$ 75.00         18         EA           PM4 - Design Phase (RT airfare - 6ea 1 overnight trips)         \$ 450.00         6         EA           PM4 - Design Phase (RT airfare - 6ea 1 overnight trips)         \$ 450.00         6         EA           PM4 - Design Phase hotel         \$ 225.00         6         EA           PM4 - Design Phase rental car         \$ 85.00         12         EA           PM4 - Design Phase airport parking         \$ 22.00         12         EA           PM4 - Design Phase Meals/Mise         \$ 75.00         12         EA           SITE INVESTIGATION         Equipment - articulating boom lift         \$ 5,000.00         1         LS           Equipment (barricades, signage, etc.)         \$ 3,500.00         1         LS           Safety Equipment, PPE         \$ 1,500.00         1         LS           Badging and Jobsite Parking         \$ 7,980.00         1</td><td>PM4 - FI Phase (RT airfare - 3ea 5 overnight trips)         \$ 450.00         3         EA         \$           PM4 - FI Phase rortal car         \$ 225.00         15         EA         \$           PM4 - FI Phase certal car         \$ 85.00         18         EA         \$           PM4 - FI Phase airport parking         \$ 22.00         18         EA         \$           PM4 - FI Phase deals/Misc         \$ 75.00         18         EA         \$           PM4 - Design Phase (RT airfare - 6ea 1 overnight trips)         \$ 450.00         6         EA         \$           PM4 - Design Phase hotel         \$ 225.00         6         EA         \$           PM4 - Design Phase erntal car         \$ 85.00         12         EA         \$           PM4 - Design Phase erntal car         \$ 85.00         12         EA         \$           PM4 - Design Phase erntal car         \$ 85.00         12         EA         \$           PM4 - Design Phase erntal car         \$ 85.00         12         EA         \$           PM4 - Design Phase erntal car         \$ 85.00         12         EA         \$           STTE INVESTIGATION         TILL         \$         \$         \$           Equipment (barriades, signage, etc.)         \$</td></td<>	PM4 - FI Phase (RT airfare - 3ea 5 overnight trips)         \$ 450.00         3         EA           PM4 - FI Phase hotel         \$ 225.00         15         EA           PM4 - FI Phase rental car         \$ 85.00         18         EA           PM4 - FI Phase airport parking         \$ 22.00         18         EA           PM4 - FI Phase deals/Mise         \$ 75.00         18         EA           PM4 - Design Phase (RT airfare - 6ea 1 overnight trips)         \$ 450.00         6         EA           PM4 - Design Phase (RT airfare - 6ea 1 overnight trips)         \$ 450.00         6         EA           PM4 - Design Phase hotel         \$ 225.00         6         EA           PM4 - Design Phase rental car         \$ 85.00         12         EA           PM4 - Design Phase airport parking         \$ 22.00         12         EA           PM4 - Design Phase Meals/Mise         \$ 75.00         12         EA           SITE INVESTIGATION         Equipment - articulating boom lift         \$ 5,000.00         1         LS           Equipment (barricades, signage, etc.)         \$ 3,500.00         1         LS           Safety Equipment, PPE         \$ 1,500.00         1         LS           Badging and Jobsite Parking         \$ 7,980.00         1	PM4 - FI Phase (RT airfare - 3ea 5 overnight trips)         \$ 450.00         3         EA         \$           PM4 - FI Phase rortal car         \$ 225.00         15         EA         \$           PM4 - FI Phase certal car         \$ 85.00         18         EA         \$           PM4 - FI Phase airport parking         \$ 22.00         18         EA         \$           PM4 - FI Phase deals/Misc         \$ 75.00         18         EA         \$           PM4 - Design Phase (RT airfare - 6ea 1 overnight trips)         \$ 450.00         6         EA         \$           PM4 - Design Phase hotel         \$ 225.00         6         EA         \$           PM4 - Design Phase erntal car         \$ 85.00         12         EA         \$           PM4 - Design Phase erntal car         \$ 85.00         12         EA         \$           PM4 - Design Phase erntal car         \$ 85.00         12         EA         \$           PM4 - Design Phase erntal car         \$ 85.00         12         EA         \$           PM4 - Design Phase erntal car         \$ 85.00         12         EA         \$           STTE INVESTIGATION         TILL         \$         \$         \$           Equipment (barriades, signage, etc.)         \$

Evnança	IIn	t Cost	Quantity	IJМ		Total
<b>Expense</b> GENERAL	UIII	COST	Qualitity	U.MI.		Total
TPA Badge Renewal	\$	500.00	1	LS	\$	500
Copier and General Printing		750.00	14	MO	\$	10,500
Reprographics	\$ 5,	000.00	1	LS	\$	5,000
PARKING & VEHICLE COSTS						
Parking - Design Team (4 per wk - 14mo)	\$	22.00	242	EA	\$	5,324
Subtotal A: The Beck Group					\$	21,324
5	Φ.	4.00	1.50		Φ.	600
Reprographics	\$	4.00	150		\$ \$	600
					Þ	-
					\$	_
Subtotal B: Constr Moisture Consultants					\$	600
					,	
Badging and Jobsite Parking	\$	1.00	2000	LS	\$	2,000
					\$	-
Subtotal C: VoltAir Engineers					\$	2,000
D 1:	Φ	6.00	40	1	Φ	240
Parking	\$	6.00	40	1	\$	240
Subtotal D: Walter P. Moore					\$ <b>\$</b>	240
Subtotal D. Walter 1. Moore					Φ	240
					\$	-
					\$	-
Subtotal E: Code Consultants Inc					\$	-

### Reimbursable Expenses

<b>Sotal Reimbursable Expenses</b>					\$ 39	95,359		\$	
Subtotal M. Field Investigation	ii Subs				φ (	00,300	Subtotal W. Ficiu investigation Subs	3	
Subtotal M: Field Investigation	n Subs				\$ <b>\$</b> 8	88,500	Subtotal M: Field Investigation Subs	\$ \$	
ealants Subcontractor	Wet Sealing Sub Allowance for Investigative Work	\$ 5,000.00	I	LS		5,000		\$	
inish Subcontractors	Misc demo and restoration of finishes Allowance	\$ 7,500.00	1	LS		7,500		Φ.	
umbing Subcontractor	Cut-in new clean outs at existing storm pipe leaders Allowan		1	LS		10,000			
lumbing Subcontractor	Plumbing Sub Allowance for Investigative Work	\$ 36,000.00	1	LS		36,000		\$	
oofing Subcontractor	Roofing Sub Allowance for Investigative Work	\$ 30,000.00	1			30,000		\$	
		<b>* * * * * * * * * *</b>		Y 0			Subtotul 2. Fluttilli 165tillig		
Subtotal L: Material T	<b>Cesting</b>				<b>S</b> 2	20,000	Subtotal L: Material Testing	\$	
iaterial Testing	Material Testing Allowance	Ψ 20,000.00	1	Allow	\$	-		\$	
Iaterial Testing	Material Testing Allowance	\$ 20,000.00	1	Allow	\$ '	20,000		\$	
Subtotal K: En	nvision				\$ 5	58,500	Subtotal K: Envision	\$	
					\$	-		\$	
nvision	Preconstruction/WMBE Outreach	\$ 58,500.00	1	Allow	\$ 5	58,500		\$	
Subtotal J: Utility/Civil Engin	neering				<b>\$</b> 1	15,000	Subtotal J: Utility/Civil Engineering	\$	
					\$	-		\$	
tility/Civil Engineering	Utility/Civil Engineering Allowance	\$ 15,000.00	1	Allow		15,000		\$	
Subtotal 1; Sul	rveyor				Þ	0,040	Subtotai 1: Surveyor	•	
Subtotal I: Su	WYOYOM				\$ <b>\$</b>	6,846	Subtotal I: Surveyor	\$ \$	
ırveyor	Establish control for laser scanning/modeling	\$ 6,846.38	1	LS	\$	6,846		\$	
					-				
Subtotal H: Specification Cons	sultant				\$ \$	3,000	Subtotal H: Specification Consultant	\$	
pecification Consultant	Spec Writer Allowance	\$ 3,000.00	1	LS	\$ \$	3,000		\$	
:6°4: C144	Cons Whiten Allewanes	\$ 3,000.00	1	IC	¢.	2 000		¢	
Subtotal G	: VBG				<b>\$</b> 11	19,660	Subtotal G: VBG	\$	
					\$	-		\$	
'BG	Plumbing Storm Pipe Modeling	\$ 11,836.00	1	LS		11,836		\$	
BG	Structural Modeling	\$ 36,836.00	1	LS		36,836		\$	
/BG	Architectural Modeling	\$ 29,828.00	1	LS		29,828		\$	
V <b>BG</b>	Laser Scanning	\$ 41,160.00	1	LS	\$ 4	41,160		\$	
Subtotal F: En	nvision				\$	792	Subtotal F: Envision	\$	
					\$	-		\$	
nvision	Preconstruction - 4 Visits per Month	\$ 22.00	36	EA	\$	792		\$	

Project 6545 19 Part 1 Services Fee Estimate\_2018\_10\_22

#### HCBeck, LTD 2018 Staff Rate Sheet Airside F Roof Replacement HCAA Project Numbers 6545 19

Name	Name Raw Rate (\$/hour)		Audited Overhead (\$/hr)		Profit (\$/hour)		Hourly Billing Rate (\$/hr)		Billing Multiplier	
- Name	Tiday No	ιτο (φη πο <b>ι</b> πη		(47)	•	10111 (\$7110417		(47)	waterpile	
HC Beck, Ltd.				159.93%		10%				
David Devaney	\$	88.60	\$	141.70	\$	23.03	\$	253.33	2.86	
Mario Rodriguez	\$	43.21	\$	69.11	\$	11.23	\$	123.55	2.86	
John Farr	\$	71.25	\$	113.95	\$	18.52	\$	203.72	2.86	
Doug Martin	\$	66.20	\$	105.88	\$	17.21	\$	189.29	2.86	
Sandra Cordova	\$	38.16	\$	61.04	\$	9.92	\$	109.12	2.86	
Robert Rubley	\$	28.59	\$	45.72	\$	7.43	\$	81.75	2.86	
Kevin Reardon	\$	97.03	\$	155.18	\$	25.22	\$	277.43	2.86	
Robert Bryan	\$	88.79	\$	142.00	\$	23.08	\$	253.87	2.86	
Chris Spivey	\$	53.00	\$	84.76	\$	13.78	\$	151.54	2.86	
Mark Mendelson	\$	93.15	\$	148.97	\$	24.21	\$	266.33	2.86	
Sean Horan	\$	58.96	\$	94.29	\$	15.33	\$	168.58	2.86	
Chris Polo	\$	32.75	\$	52.38	\$	8.51	\$	93.64	2.86	
Onna Howard	\$	43.27	\$	69.20	\$	11.25	\$	123.72	2.86	
Karen Green	\$	31.45	\$	50.30	\$	8.17	\$	89.92	2.86	
Paul Martinez	\$	39.18	\$	62.66	\$	10.18	\$	112.02	2.86	
			\$	-	\$	-	\$	-	#DIV/0!	
			\$	-	\$	-	\$	-	#DIV/0!	
			\$	-	\$	-	\$	-	#DIV/0!	
			\$	-	\$	-	\$	-	#DIV/0!	
			\$	-	\$	-	\$	-	#DIV/0!	
			\$	-	\$	-	\$	-	#DIV/0!	

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HCAA Project 6545 19 - Airside F Roof Replacement and Exterior Envelope Rehabilitation (UPDA										
Hourly Rate Schedule					Date:	17-Sep-18				
		Raw Rate	FAR Audited		Hourly Billing	Billing				
Name	Job Title	(\$/hour)	Overhead (\$/hr)	Profit (\$/hour)	Rate (\$/hr)	Multiplier				
			475 420/	100/						
Walter P. Moore & Associates, Inc.			175.13%	10%						
					4 4000					
Jennifer Salgado	Senior Project Manager	\$ 52.88	\$ 92.61	\$ 14.55	\$ 160.04	3.03				
Webb Wright	Senior Diagnostics Project Manager	\$ 46.02	\$ 80.59	\$ 12.66	\$ 139.28	3.03				
David Martin	Project Manager	\$ 49.07	\$ 85.94	\$ 13.50	\$ 148.51	3.03				
James Falls	Senior Engineer	\$ 40.38	\$ 70.72	\$ 11.11	\$ 122.21	3.03				
Travis Allen	Engineer	\$ 33.74	\$ 59.09	\$ 9.28	\$ 102.11	3.03				
Samual Edwards	Engineer	\$ 34.86	\$ 61.05	\$ 9.59	\$ 105.50	3.03				
Jeff Shaver	Sr Technical Modeler	\$ 35.87	\$ 62.82	\$ 9.87	\$ 108.56	3.03				
Bob Daneau	Sr Technical Modeler	\$ 31.62	\$ 55.38	\$ 8.70	\$ 95.70	3.03				
Daniel Elliott	Sr Technical Modeler	\$ 31.37	\$ 54.94	\$ 8.63	\$ 94.94	3.03				
Ana Garrett	Admin Assistant	\$ 31.21	\$ 54.66	\$ 8.59	\$ 94.45	3.03				
Karen Roan	Admin Assistant	\$ 30.20	\$ 52.89	\$ 8.31	\$ 91.40	3.03				

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Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
Voltair Consulting Engineers	Inc					
			109.09%	10%		2.300
Aguirre, Maria	Electrical Engineer I	\$ 34.66	\$ 37.81	\$ 7.25	\$ 79.72	2.300
Batavich, John	Senior Electrical Engineer	\$ 44.71	\$ 48.77	\$ 9.35	\$ 102.83	2.300
Beard, William	Electrical Engineer II	\$ 38.63	\$ 42.14	\$ 8.08	\$ 88.85	2.300
Bocanergra, LeeMarie	Mechanical Engineer I	\$ 31.35	\$ 34.20	\$ 6.55	\$ 72.11	2.300
Celis, Danny	Mechanical Engineer II	\$ 49.35	\$ 53.84	\$ 10.32	\$ 113.51	2.300
Chanis, Sam	Mechanical/Fire Protection De	\$ 44.20	\$ 48.22	\$ 9.24	\$ 101.66	2.300
Crnkovich, Gerald	Director Of Electrical Enginee	\$ 67.31	\$ 73.43	\$ 14.07	\$ 154.81	2.300
Davis, Andrew	Mechanical Engineer I	\$ 30.50	\$ 33.27	\$ 6.38	\$ 70.15	2.300
Davis, Julius	Principal/Elec Engineer of Rec	\$ 85.72	\$ 93.51	\$ 17.92	\$ 197.16	2.300
Freeman, David	Sr. Electrical Designer	\$ 54.50	\$ 59.45	\$ 11.40	\$ 125.35	2.300
Glass, Bailey	Mechanical Engineer I	\$ 37.10	\$ 40.47	\$ 7.76	\$ 85.33	2.300
Humbert, Zachary	Mechanical Engineer I	\$ 29.71	\$ 32.41	\$ 6.21	\$ 68.33	2.300
Janisch, Daniel	Mechanical Engineer I	\$ 31.15	\$ 33.98	\$ 6.51	\$ 71.65	2.300
Jennings, John	Director of IT	\$ 47.03	\$ 51.31	\$ 9.83	\$ 108.17	2.300
Jennings, Seth	IT Designer	\$ 17.33	\$ 18.91	\$ 3.62	\$ 39.86	2.300
Joseph, Aaron	Electrical Engineer I	\$ 35.66	\$ 38.90	\$ 7.46	\$ 82.02	2.300
Louis, Elohim	Electrical Engineer I	\$ 33.16	\$ 36.17	\$ 6.93	\$ 76.27	2.300
McGuirk, Bill	Electrical Engineer II	\$ 39.37	\$ 42.95	\$ 8.23	\$ 90.55	2.300
Park, Ji Hyung	Mechanical Engineer I	\$ 30.68	\$ 33.47	\$ 6.41	\$ 70.56	2.300
Salvo, Chris	Senior Electrical Engineer	\$ 56.49	\$ 61.62	\$ 11.81	\$ 129.93	2.300
Shorey, Rob	Sr. Plumbing/FP Designer	\$ 46.34	\$ 50.55	\$ 9.69	\$ 106.58	2.300
Weigman, Roger	Revit/CADD Coordinator/Elec	\$ 41.89	\$ 45.70	\$ 8.76	\$ 96.35	2.300
Williams, Kristie	Admin Coordinator	\$ 26.62	\$ 29.04	\$ 5.57	\$ 61.23	2.300
Young, Roland	Dir Mechanical Engineeirng	\$ 55.02	\$ 60.02	\$ 11.50	\$ 126.55	2.300
Zemina, Bryan	Sr. Mechanical Engineer II	\$ 50.47	\$ 55.06	\$ 10.55	\$ 116.08	2.300

				Audi	Audited Overhead				rly Billing Rate	Billing
Name	Job Title	Raw R	ate (\$/hour)		(\$/hr)		Profit (\$/hour)		(\$/hr)	Multiplier
Construction Moisture Consulti	ng, Inc.				163.00%		10%			
William P. Cowart	Co-Principal In Charge	\$	74.99	\$	122.23	\$	19.72	\$	216.95	2.89
Jon-Eric Macias (Billing at Cowart Rate - Actual Rate is Significantly Higher)	Co-Principal In Charge	\$	74.99	\$	122.23	\$	19.72	\$	216.95	2.89
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## Attachment 2 Contractual Insurance Terms and Conditions (Revised 12/11/14)

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

#### **INSURANCE COVERAGE:**

#### A. Procurement of Coverage:

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

#### B. Term of Coverage:

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

### C. Reduction of Aggregate Limits:

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

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

#### Cancellation Notice

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

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

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

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

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

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

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

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

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

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

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

#### 2. Proof of Insurance Coverage

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

The insurance certificate must:

- a. Indicate that, to the extent required by the contract:
  - the Authority, members of the Authority's governing body, and the Authority's officers, volunteers and employees are included as Additional Insureds on all policies other than workers compensation and professional liability, and

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

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

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

### G. Deductibles / Self Insurance:

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

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

### H. Company's Insurance Primary:

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

#### I. Applicable Law:

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

### J. Waiver of Subrogation:

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

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

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

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

### 2. Replacement Coverage at Sole Expense of Company

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

### a. Company to Remain Fully Liable

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

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

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

#### **ATTACHMENT 3**



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

### **E-Verify Certification**

Solicitation No. 18-411-035

Airside F Roof Replacement

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

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

Company:	FID or EIN No.:	
Address:	City/State/Zip:	
1	_, as a representative of	
	Il comply with the E-Verification requirements of Execut	<del></del> ive
Order Number 11-116.		
Signature	Title	
Printed Name	Date	
[Affix Corporate Resolution if not sig	ned by the President or Vice President of the Company	]