

# HILLSBOROUGH COUNTY AVIATION AUTHORITY

# PART 1 CONTRACT FOR DESIGN-BUILD SERVICES

# BETWEEN

# HILLSBOROUGH COUNTY AVIATION AUTHORITY

# AND

# DPR CONSTRUCTION, A GENERAL PARTNERSHIP

# PROJECT NO. 6475 19

MAIN TERMINAL TICKET LEVEL INTERIOR REFURBISHMENT

DATED: FEBRUARY 14, 2019

# CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

# TABLE OF ARTICLES

#### PART 1 CONTRACT

		PAGE
1.	DESIGN-BUILDER	3
2.	OWNER	7
3.	OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA/RETENTION AND	
	MAINTENANCE OF PUBLIC RECORDS	9
4.	TIME	10
5.	PAYMENTS	11
6.	OWNER'S RIGHT TO PERFORM AUDITS, INSPECTIONS, OR	
	ATTESTATION ENGAGEMENTS	12
7.	DISPUTE RESOLUTION	14
8.	TERMINATION OF THE CONTRACT	16
9.	BASIS OF COMPENSATION	17
10.	INSURANCE	24
11.	INDEMNITY	26
12.	SUCCESSORS AND ASSIGNS	28
13.	TRUTH IN NEGOTIATIONS	29
14.	PROHIBITION AGAINST CONTINGENT FEES	29
15.	PROHIBITED INTEREST	29
16.	CONTRACT MADE IN FLORIDA	29
17.	PUBLIC ENTITY CRIME CERTIFICATION	30
18.	NON-DISCRIMINATION	30
19.	WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE) ASSURANCES	33
20.	PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED	
	COMPANIES	36
21.	E-VERIFY REQUIREMENT	36
22.	COMPLETE CONTRACT	36
23.	NO WAIVER	36
24.	NO EQUITABLE ADJUSTMENT	37
25.	CONTRACT	38

ATTACHMENT 1 – FEE AND SCOPE PROPOSAL ATTACHMENT 2 – CONTRACTUAL INSURANCE TERMS AND CONDITIONS ATTACHMENT 3 – E-VERIFY CERTIFICATION

# PART 1 CONTRACT

This Part 1 Contract (Contract) for design-build services is made and entered into this 14<sup>th</sup> day of February, 2019 by and between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, hereinafter referred to as the "Owner," and DPR Construction, A General Partnership, authorized to do business in the State of Florida, hereinafter referred to as the "Design-Builder".

For the following Project: Main Terminal Ticket Level Interior Refurbishment, Authority Project No. 6475 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:

#### Matt Deloatche, AIA

Normal architectural, interior design, acoustical design, mechanical engineering, electrical engineering, public announcement design, information systems design and fire protection engineering will be provided contractually through the Design-Builder as indicated below:

Gresham Smith and Partners TLC Engineering for Architecture, Inc. VoltAir Consulting Engineers, Inc.

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

# ARTICLE 1 DESIGN-BUILDER

# 1.1 SERVICES

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

# **1.2 RESPONSIBILITIES**

- 1.2.1 The services that the Design-Builder will provide to the Owner under this Contract will be as follows, and in general accordance with the Owner's Request for Qualifications dated July 3, 2018, entitled "Request for Qualifications for Main Terminal Ticket Level Interior Refurbishment at Tampa International Airport", which is incorporated by reference herein, and the Design-Builder's fee and scope proposal dated December 14, 2018, entitled "Tampa International Airport 6475 19 Main Terminal Ticket Level Interior Refurbishment," which is attached hereto and incorporated by reference herein. In the event of any conflicts between this Contract and any other documents, the precedence in resolving such conflicts will be as follows:
  - 1.2.1.1 This Contract
  - 1.2.1.2 Design-Builder's fee and scope proposal
  - 1.2.1.3 The Owner's Request for Qualifications
  - 1.2.1.4 Relevant portions of the Design-Builder's response to Request for Qualifications
- 1.2.2 All design services provided by or through Design-Builder pursuant to this Contract must be performed by qualified design professionals (Designer). The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design-Builder. Design-Builder designates Brian Robbins, whose business address is One North Dale Mabry Hwy., Suite 820 Tampa, FL 33609, 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 Brian Robbins, whose title is Project Executive, whose business address is One North Dale Mabry Hwy., Suite 820 Tampa, FL 33609, 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

Main Terminal Ticket Level Interior Refurbishment

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

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

Main Terminal Ticket Level Interior Refurbishment

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

Main Terminal Ticket Level Interior Refurbishment

- 1.3.5 The Design-Builder will review with the Owner alternative approaches to design and construction of the Project.
- 1.3.6 The Design-Builder will submit to the Owner for Owner's approval, the Design-Builder's plan for the competitive process the Design-Builder will use in obtaining subcontractor bids for the development of the GMP Proposal. The plan will include, but not be limited to, dates of subcontractor pre-bid meetings, bid submittal dates, analysis process of bids after receipt, subcontractors bid sheets by bid packages, determination of bids to be included in the GMP proposal and the dates the Design-Builder will meet with the Owner to review the subcontractor bids.
- 1.3.7 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.
- 1.3.6 The Design-Builder will submit to the Owner a GMP Proposal, including the final design documents, a statement of the proposed guaranteed maximum price and a proposed guaranteed completion date of the Project. Final design documents will consist of final construction design drawings, specifications or other documents sufficient to establish the size, quality and character of the entire Project including its architectural, structural, mechanical and electrical systems, and materials and such other elements of the Project as may be appropriate. Deviations from the Owner's Project will be disclosed and expressly highlighted in the GMP Proposal. If the GMP Proposal is accepted by the Owner, the parties will then execute the Part 2 Contract. Notwithstanding anything herein to the contrary, Owner reserves the absolute right, in its sole discretion, to reject the GMP Proposal and not execute the Part 2 Contract for any or no reason whatsoever, or to terminate this Contract in accordance with Article 8. In such event, all final design documents, including all Project Documents (as defined in Paragraph 3.1), will become the property of the Owner and Owner will be entitled to retain and use all such Project Documents as set forth in Paragraphs 3.1 and 8.5 herein.

# 1.4 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:

Main Terminal Ticket Level Interior Refurbishment

- 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

Main Terminal Ticket Level Interior Refurbishment

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.

Main Terminal Ticket Level Interior Refurbishment

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

#### ARTICLE 3

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

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

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

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

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

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

# ARTICLE 4 TIME

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

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

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

# ARTICLE 5 PAYMENTS

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

Main Terminal Ticket Level Interior Refurbishment

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

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

#### ARTICLE 6

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

6.1 In connection with payments to the Design-Builder under this Contract, it is agreed the Design-Builder will maintain adequate records in accordance with generally accepted accounting practices. The Owner, Federal Aviation Administration, Federal Highway Administration, Florida Department of Transportation, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each, have the right to initiate and perform audits, inspections or attestation engagements or audit the Design-Builder's records for the purpose of determining payment eligibility under this Contract or over selected operations performed by Design-Builder under this Contract for the purpose of determining compliance with the Contract. Access will be to all of the Design-Builder's records, including books, documents, papers, and records of Design-Builder directly pertinent to this Contract, as well as records of parent, affiliate and subsidiary companies. If the records are kept at locations other than Tampa International Airport, Design-Builder will arrange for said records to be brought to a location convenient to Owner's auditors to conduct the engagement as set forth in this Article. Or, Company may transport Owner's team to Design-Builder headquarters for purposes of undertaking said engagement. In such event, Design-Builder will pay reasonable costs of

Main Terminal Ticket Level Interior Refurbishment

transportation, food and lodging for Owner's team. Design-Builder agrees to deliver or provide access to all records requested by Owner's auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The parties recognize that Owner will incur additional costs if records requested by Owner's auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the parties agree that Design-Builder may be charged a liquidated damage of \$100.00, in addition to all other contractual financial requirements, per item, per calendar day, for each time Design-Builder is late in submitting requested records to perform the engagement. Accrual of liquidated damages will continue until specific performance is accomplished. These liquidated damages are not an exclusive remedy and Owner retains its rights including but not limited to its rights to elect its remedies and pursue all legal and equitable remedies. The parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from such failure to comply.

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

# ARTICLE 7 DISPUTE RESOLUTION

#### 7.1 CLAIMS AND DISPUTES

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

- 7.1.7.1 Latent defects;
- 7.1.7.2 Terms of special warranties required by the Contract Documents;
- 7.1.7.3 Failure of the Work to comply with the requirements of the Contract Documents;
- 7.1.7.4 Claims, security interests or encumbrances arising out of this Contract and unsettled.

# 7.2 RESOLUTION OF CLAIMS AND DISPUTES

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

- 7.2.1 Project Representatives' Meeting: Within five days (5) after a dispute occurs, the Design-Builder's senior project management personnel who have authority to resolve the dispute shall meet with the Owner's project representative who has authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.
- 7.2.2 Management Representatives' Meeting: If the Project Representatives' Meeting fails to resolve the dispute or if they fail to meet, a senior executive for the Design-Builder and for the Owner, neither of which have day to day Project management responsibilities, shall meet, within ten days (10) after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.
- 7.2.3 Following the Project Representatives' Meeting and the Management Representatives' Meeting, the Owner will review the Design-Builder's claims and may (1) request additional information from the Design-Builder which will be immediately provided to Owner, or (2) render a decision on all or part of the claim. The Owner will notify the Design-Builder in writing of the disposition of the claim within 21 days following the receipt of such claim or receipt of additional information requested.

Main Terminal Ticket Level Interior Refurbishment

- 7.2.4 If the Owner decides that the work relating to such claim should proceed regardless of the Owner's disposition of such claim, the Owner will issue to the Design-Builder a written directive to proceed. The Design-Builder will proceed as instructed.
- 7.2.5 If any claim is made pursuant to this Contract, the Design-Builder will provide, at the Owner's request, all documents in support of the claim. If the Owner requests to review the Project Documents and the Design-Builder fails to provide them in a timely manner or has failed to preserve them, the claim by the Design-Builder will be deemed waived.
- 7.2.6 Documents in support of the claim referred to in this Article may be subject to an independent audit by the Owner. In the event the audit supports the Design-Builder's claim, the Owner will pay for the audit. In the event the audit does not support the Design-Builder's claim, the Design-Builder will pay for the audit.
- 7.2.7 The exclusive venue for any action initiated by either party associated with a claim or dispute will be in the appropriate State Court in and for the 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.

Main Terminal Ticket Level Interior Refurbishment

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

Hundred Ninety Nine Thousand Eight Hundred Five and No One-Hundredth Dollars (\$799,805), 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.

Main Terminal Ticket Level Interior Refurbishment

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

# 9.2 COMPENSATION FOR ADDITIONAL SERVICES

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

# 9.3 REIMBURSABLE EXPENSES

9.3.1 Reimbursable expenses will be supported by submitted and approved invoices.

- 9.3.2 The Design-Builder will be reimbursed at cost for all expenses, 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 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.

Main Terminal Ticket Level Interior Refurbishment

- 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.
- 9.3.2.15.10Costs 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.
- 9.3.2.15.15Unless 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.

Main Terminal Ticket Level Interior Refurbishment

# 9.4 INVOICES AND RECORDS

- Invoices for services must be submitted by the twenty-fifth of each month. Invoices, 9.4.1 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.

Main Terminal Ticket Level Interior Refurbishment

9.4.7 With each invoice, the Design-Builder will submit an electronic Excel spreadsheet with an updated cash flow projection from the current invoice period through the end of the Project.

# ARTICLE 10 INSURANCE

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

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

# 10.1.2 <u>Workers' Compensation / Employer's Liability Insurance</u>

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 <u>Commercial General Liability Insurance</u>

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

Main Terminal Ticket Level Interior Refurbishment

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 \$5,000,000. 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.

	Contract Specific
General Aggregate	\$5,000,000
Each Occurrence	\$5,000,000
Personal and Advertising Injury Each Occurrence	\$5,000,000
Products and Completed Operations Aggregate	\$5,000,000

#### 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

\$1,000,000

#### 10.1.5 <u>Professional Liability</u>

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 \$50,000 must be approved in writing by the Owner. This policy shall be endorsed to include contractual liability. Coverage will include all work of the Design-Builder, including but not limited to, areas with possible environmental impact, without any exclusions, unless approved in writing by the Owner. Coverage shall remain in force for a period of 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:

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

# 10.1.6 <u>Environmental Impairment (Pollution) Liability</u>:

Proof of such insurance will be required during this Contract if determined by the Owner that circumstances warrant this coverage. Design-Builder agrees to show proof of coverage, without asbestos abatement exclusion, which arises out of, or in connection with, work or occupancy of Owner property in the Design-Builder's performance under this Contract. Coverage shall remain in force for a period of two

years following substantial completion of the design phase in the amount of \$1,000,000. The limits of coverage will not be less than:

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

#### 10.1.7 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.

10.1.8 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

Main Terminal Ticket Level Interior Refurbishment

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

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

Main Terminal Ticket Level Interior Refurbishment

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.

Main Terminal Ticket Level Interior Refurbishment

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.

Main Terminal Ticket Level Interior Refurbishment

# ARTICLE 17 PUBLIC ENTITY CRIME CERTIFICATION

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

# ARTICLE 18 NON-DISCRIMINATION

- 18.1 During the performance of this Contract, the Design-Builder, for itself, its assignees and successors in interest, agrees as follows:
  - 18.1.1 The Design-Builder will comply with the regulations relative to nondiscrimination 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

Main Terminal Ticket Level Interior Refurbishment

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 nondiscrimination 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

Main Terminal Ticket Level Interior Refurbishment

request the United States to enter into such litigation to protect the interests of the United States.

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

# ARTICLE 19

# 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.

Main Terminal Ticket Level Interior Refurbishment

- 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.
- 19.2 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 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 12.5% of the total dollar amount earned on the design phase of the Program.
- 19.4 All W/MBEs interested in participating in contracting/subcontracting opportunities must be certified as eligible W/MBEs before said business enterprises begins their portion of the Contract work. Only certified W/MBEs will count toward the W/MBE goal. If the Design-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.

Main Terminal Ticket Level Interior Refurbishment

- 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.
- 19.8 Design-Builder agrees to indemnify the Owner from the loss of any funds or other damages that may result from Design-Builder's failure to achieve the 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.
- 19.9 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.

Main Terminal Ticket Level Interior Refurbishment

### ARTICLE 20 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

This Contract will be terminated in accordance with Florida Statute Section 287.135 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, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

### 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 and will require that their subcontractors verify all of their new employees and will require that their subcontractors verify all of their new employees and will require that their subcontractors verify all of their new employees and will require that their subcontractors verify all of their new employees and will require that their subcontractors verify all of their new employees and will require that their subcontractors 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.

Main Terminal Ticket Level Interior Refurbishment

### 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]

Main Terminal Ticket Level Interior Refurbishment

### 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	, 2019.
ATTEST:		DPR CONSTRUCTION, A GENERAL PARTNERSHIP	
	By:		
	Title:		
		Print Name	
		Print Address	
Signed, sealed, and delivered			
in the presence of:			
Witness			
Print Name			
Witness			
Print Name			
Notary for DPR CONSTRUCTION, A GENER	AL PARTNER	<u>RSHIP</u>	
STATE OF COUNTY OF			
The foregoing instrument was ack by of		before me this day of he capacity of	, 2019,
(Name of organization or company, if any) on behalf	u _	(Corporation / Partnership / Sole Propr	ietor / Other)
	He is / She is) and _	(Personally known to me <u>/not</u> personally	y known to me) _ take an oath.
and has produced the following document of ide	ntification)	(they / he / she) (did / did not)	
(Seal of Notary)	-	Signature of Notary	

Main Terminal Ticket Level Interior Refurbishment

By the Authority this	day of	, 2019.
	HILLSBOROUG	H COUNTY AVIATION AUTHORITY
(Affix Corporate Seal)		
	Ву:	
ATTEST:		Robert I. Watkins, Chairman
ATTEST.		
Lesley "Les" Miller, Jr., Secretary		
Signed, sealed, and delivered		
in the presence of:		
Witness		
Print Name		
Witness		
Print Name		
		PPROVED AS TO FORM FOR LEGAL UFFICIENCY:
	Ву:	
		Michael Kamprath, Assistant General Counsel
Notary for Hillsborough County Aviation	<u>Authority</u>	

### STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, by Robert I. Watkins, in the capacity of Chairman, and by Lesley "Les" Miller, Jr., in the capacity of Secretary, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Main Terminal Ticket Level Interior Refurbishment



### December 21, 2018 (Updated 01/30/2019)

Tampa International Airport

### 6475 19 Main Terminal Ticket Level Interior Refurbishment

The development of this scope document is based on the criteria outlined in the Concept Development Report (specifically Chapter 7, Section 1.2 – attached to this proposal) prepared by RS&H on August 3, 2018 and provided to the Design-Build Team on November 2, 2018.

### SCOPE OF WORK / SERVICES – Construction Manager Preconstruction Services

DPR Construction proposes the following construction manager preconstruction scope of work as it leads the Part 1 responsibilities for this project.

### 30% Schematic Design Phase -

Project Kick-off Meeting with the Owner to review:

- The Owner goals and objectives.
- Communication procedures with Owner; identify roles and responsibilities of Owner and design team members, decision makers and stakeholders.
- The scope of the project and identify critical areas that will determine a successful outcome.
- Project schedule and budget
- Initial schedule of meetings and presentations in Owner provided PowerPoint template

Facilitate Internal Design-Build Team Kick-off & Recurring Meetings.

Lead / Participate in Regular Weekly Design Coordination Meetings (Design-Build Team & Owner).

Provide Regular Constructability Feedback / Review of Design.

Develop Preliminary Project Schedule including developing preliminary phasing concepts for review / refinement.

Preliminary Project Cost Modeling / Budget Validation.

- QA / QC of 30% package and provide proof of QA/QC as a deliverable.
- Prepare presentations and present to Owner's Executive Team.



### 60% Design Development -

Lead / Participate in Regular Weekly Design Coordination Meetings (Design-Build Team & Owner).

- Intermittent cost feedback on materials / concepts and their influence on estimate (not entire estimate update)

Provide Regular Constructability Feedback / Review of Design.

Continuation of Phasing Plan Development.

Further development of project schedule.

- Review Owner commissioning criteria and incorporate where appropriate
- Review Owner criteria document and incorporate where appropriate
- Analysis of Key Materials and their lead time which may influence schedule/phasing

Local Subcontractor Outreach and Project Marketing/Prequalification of Trade Partner Community

- W/MBE outreach

Review Owner LEAF criteria and provide required documentation as a submittal

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

Lead / Participate in Regular Weekly Design Coordination Meetings (Design-Build Team & Owner).

Provide Regular Constructability Feedback / Review of Design.

Continuation of Phasing Plan Development.

Further development of project schedule.

- Review Owner commissioning criteria and incorporate where appropriate
- Review Owner criteria document and incorporate where appropriate
- Analysis of Key Materials and their lead time which may influence schedule/phasing

Local Subcontractor Outreach and Project Marketing/Prequalification of Trade Partner Community.

- W/MBE outreach



Review Owner LEAF criteria and provide required documentation as a submittal.

Assistance in Design Team's submittal of Permit Docs.

Develop, Present and Confirm Bid Documents including;

- Bidders List
- Project Schedule
- Scopes of Work
- Phasing Plans

Facilitate Bidding & GMP Development.

GMP Presentation.

Prepared By:

Brian Robbins, Project Director

**DPR** Construction



December 14, 2018 (Rev 1) January 28, 2019 (Rev 2)

### **TAMPA INTERNATIONAL AIRPORT**

### 6475 19 MAIN TERMINAL TICKET LEVEL INTERIOR REFURBISHMENT

### SCOPE OF WORK / SERVICES - DESIGN MANAGEMENT

### All Phases of Work – Design Through Construction Administration

- 1. Enter into a professional services agreement with DPR Construction, who is the Design Builder for the program.
- 2. Enter into subconsultant agreements with the balance of the design team who will report to Gresham Smith for the duration of the project. Subconsultant agreements will incorporate agreement terms and conditions between the Owner and DPR, and will incorporate agreement terms and conditions between DPR and Gresham Smith. Subconsultant agreements will also include detailed individual scopes of work, project schedule and detailed breakdown of fees available by project phase. The following services are anticipated to be performed by subconsultants to Gresham Smith:
  - a) Mechanical, Electrical, Plumbing and Fire Protection Engineering – VoltAir Inc.
  - b) Technology and Security Engineering TLC Engineering for Architecture
  - c) Relocation of control devices for outbound bag belts behind ticket counters – per discussions with Owner it will not be necessary to retain a baggage consultant and these design services will be performed under electrical engineering services by VoltAir Inc.
- 3. Gresham Smith will self-perform Design Team Management, Architecture, Interior Design, Structural Engineering and Environmental Graphics.
  - a) Structural Engineering will be included in the project as a reimbursable expense, as there is no determined scope of work at this time.
- 4. Gresham Smith will be responsible for day-to-day coordination of the design team reporting to Gresham Smith.

#### **Genuine Ingenuity**

Firm's Florida Cert. No. AAP000034 / CA3806 / IB26000797 / LC26000381

302 Knights Run Avenue

Suite 900

Tampa, FL 33602

813.251.6838

GreshamSmith.com



- 5. Gresham Smith will be the single point of contact for design team communications with DPR and the Owner.
- 6. Track resolution of action items resulting from regular design review / coordination meetings with Owner; To include an action item list reviewed at the end of each meeting.
- 7. Manage the design team schedule and track progress to achieve project milestone deliverable dates.
- 8. Coordinate and attend regular internal design team meetings. Prepare and distribute meeting minutes.
- 9. Track resolution of action items resulting from regular design team coordination meetings.
- 10. Prepare master templates for use by design team for milestone deliverables (drawing border sheets, Word templates, PowerPoint templates etc. Presentations will use the provided Owner PowerPoint template.)
- 11. Coordinate with sub-consultants to present at Owner coordination meetings.
- 12. Coordinate receipt of design documents for milestone deliverables and be responsible for packaging / compiling / collating into a single deliverable to DPR/Owner.
- 13. Coordinate project Quality Assurance and track to verify quality control reviews are performed by all team members. Provide DPR with record of quality control reviews for transmittal to Owner.
- 14. Receive all Owner design review comments from each milestone submittal. Distribute Owner comments to design team and track resolution. Provide the Owner with written responses to all design review comments.
- 15. Regular coordination with DPR to assess overall progress/schedule and action as required with design team.
- 16. Coordinate meetings with Authorities having Jurisdiction (AHJs) through the completion of Permit Plan Review. Prepare and distribute meeting minutes from each meeting. Assist DPR in coordination with AHJ's after the permit application is approved.
- 17. Coordinate plan review submissions to AHJs. Coordinate receipt of design documents from subconsultants for plan review submissions and be responsible for packaging / compiling / collating into deliverables. Coordinate completion of application forms and payment of fees (reimbursable expense).
- 18. Coordinate receipt of design documents for bidding/development of the Guaranteed Maximum Price (GMP), and be responsible for packaging / compiling / collating into single deliverable to DPR.



- 19. Coordinate responses to questions from bidders, and be responsible for packaging / compiling / collating into single deliverable to DPR.
- 20. Reply to RFI's received from DPR and their subcontractors during construction. Distribute to design team members and coordinate/track responses.
- 21. Review and reply to all submittals received from DPR and their subcontractors during construction. Distribute to design team members and coordinate/track review of submittals.
- 22. Review and reply to all substitution requests received from DPR and their subcontractors during construction. Distribute to design team members and coordinate/track review of requests. After internal design team evaluation, review substitution requests with Owner for comment and approval/disapproval.
- 23. Receive, track and distribute ASI's to DPR for all supplemental information issued by design team during construction.
- 24. Attend regular construction meetings, and coordinate design team action items resulting from meetings. DPR to prepare and distribute meeting minutes and action items list.
- 25. Make site visits and distribute observation reports.
- 26. Coordinate site visits by design subconsultants and receive/distribute observation reports.
- 27. Make site visits facilitate resolution of field issues / interpretation of documents. Distribute supplemental information / resolution of issues.
- 28. Coordinate site visits by design subconsultants to facilitate resolution of field issues / interpretation of documents. Receive/distribute supplemental information / resolution of issues.
- 29. Coordinate punch list and substantial completion visits by design subconsultants and receive/distribute punch lists and reports.
- 30. Coordinate with DPR and design team consultants to produce record documents and issue to Owner.
- 31. Receive and check all invoices received from design team members. Track expenditures against subconsultant agreements and progress of the work.
- 32. Prepare monthly invoicing for design team, with all appropriate back-up, and submit to DPR for subsequent invoicing to owner.





- 33. Track W/MBE compliance, and submit W/MBE compliance reporting with monthly invoice.
- 34. Receive invoice payments from DPR and make payments to subconsultants.
- Prepared by: Matt DeLoatche, AIA Design Project Manager



# 7. INTERIM DESIGN SOLUTION

#### TAMPA INTERNATIONAL AIRPORT TICKET AREA DESIGN GUIDELINES

### 7.1.1 Introduction

Following the Final Concept Development, RS&H was informed that due to budgetary concerns, scaled down version of the design concept was desired. This scaled down concept affected the ticket counters, ceiling, lighting, and back wall design. With the expected reduced budget for future construction work in this area, an interim "essential scope" solution was designed by RS&H.

### 7.1.2 Interim Design Solution

After the Authority reviewed the final concept and the associated cost, they decided that an Interim Design Solution would be necessary until the budget allows for a full remodel. The concept of the Interim Design Solution involves removing the large brown band that carries the name of the airlines that occupy the ticket counters below them. As a part of removing the large brown airline band, the ceiling behind the band must be reconstructed to match the ceiling in front of the band. the design includes the replacement of the ceiling tiles and grids with a more modern acoustical ceiling. The existing troffer lights will be replaced with 6inch recessed can lighting. The back walls will be repainted a light beige color to help the area match the current color palette. The backwall monitors will be upsized. The ticket counters and carpet in the ticket lobby will be reused.



FIGURE 7-1: VIEW OF EXISTING TICKETING AREA



FIGURE 7-2 VIEW OF UPDATED TICKET AREA WITH NEW INTERIM SOLUTION

The following provides a summary of the base scope included in the Interim Design Solution:

Baseline Interim Solution Scope:

- 5) Removal of the existing Brown Signage Band above the existing ticket counters. This will be replaced with new 2ft x 2ft ceiling tile.
- 6) Replacement of all existing 2ft x 2ft ceiling tiles and associated grid at the 10ft high ceilings. Replaced with new Armstrong Optima ceiling tile & new 9/16" Suprafine ceiling grid.
- 7) Painting of back wall the behind counters.
- 8) MEP modifications associated with the new ceiling finishes.
- 9) Replacement of all 2'x2' fluorescent light fixtures with recessed LED "can" lights.
- 10) Replacement of existing FID monitors with new 55-inch LED FID monitors.
- 11) New fire alarm devices.
- 12) New speakers.

In addition to the base Interim Design Solution, it was decided that two add/alternatives be included. The first of these add/alternatives is replacing the high ceiling (17'-3" from the floor) that is above the public circulation. The second of these add/alternatives is replacing the carpet in the ticket lobby with a darker carpet of the same weight and structure. If the airport decides to have this work done, then it will coincide with the remodeling of the ticket lobbies.

### Alternative/Add #1:

- 1) Replacement of the high ceiling in the Ticket Lobby with a 2'x2' Optima ceiling tile & 9/16" Suprafine ceiling grid from Armstrong.
- 2) MEP modifications associated with the new ceiling finishes.
- 3) New can light fixtures.
- 4) New fire alarm devices.
- 5) New speakers.

### Alternative/Add#2:

1) Replacement of carpet floor finishes throughout the entire public ticket area floor.

A summary of the costs associated with each of these elements is included in Table 7-1.

INTERIM DESIGN SOLUTION ROM				
BASE SCOPE				
Description	COST			
Flooring	\$0			
Ceiling	\$495,695			
Backwall	\$14,400			
Technology (55" TVs)	\$131,750			
MEP	\$521,021			
Demolition	\$173,590			
Mark-Up Cost	\$851,564			
TOTAL	\$2,188,020			

INTERIM DESIGN SOLUTION ROM ADD 1 – REPLACE HIGH CEILING				
Description	COST			
Flooring	\$0			
Ceiling	\$674,460			
Backwall	\$0			
Technology	\$0			
MEP	\$447,150			
Demolition	\$120,030			
Mark-Up Cost	\$791,150			
TOTAL	\$2,032,790			

### TABLE 7-1: FINAL ROM COST FOR INTERIM DESIGN SOLUTION

INTERIM DESIGN SOLUTION ROM				
ADD 2 – REPLACE	CARPET			
Description	COST			
Flooring	\$297,120			
Ceiling	\$0			
Backwall	\$0			
Technology	\$0			
MEP	\$0			
Demolition	\$56,960			
Mark-Up Cost	\$225,613			
TOTAL	\$579,693			

NOTE: PLEASE REFER TO "ROM ESTIMATE-REVISION 5" DOCUMENT IN THE APPENDIX OF THIS REPORT FOR A MORE DETAILED ESTIMATE.

## 7.1.3 Final Interim Design Solution Renderings



FIGURE 7-3: INTERIM DESIGN SOLUTION FOR COMMON-USE COUNTERS



FIGURE 7-4 RENDERING OF UPDATED EXISTING DELTA AREA



FIGURE 7-5 RENDERING OF TYPICAL COMMON USE COUNTERS WITH NEW 55" FID PANELS



December 14, 2018 (Rev 1) January 17, 2019 (Rev 2) January 28, 2019 (Rev 3)

### TAMPA INTERNATIONAL AIRPORT

### 6475 19 MAIN TERMINAL TICKET LEVEL INTERIOR REFURBISHMENT

### SCOPE OF WORK / SERVICES - ARCHITECTURE

### All Phases of Work – Design Through Construction Administration

The development of this scope document is based on the criteria outlined in the Concept Development Report (specifically Chapter 7, Section 1.2 – attached to this proposal) prepared by RS&H on August 3, 2018 and provided to the Design-Build Team on November 2, 2018. Gresham Smith will perform architectural design services for refurbishment of the ten (10) existing ticketing "pods" located on Level 2 (Ticketing Level) of the Main Terminal at Tampa International Airport.

The architectural scope of the refurbishment will entail:

- a) Demolition of the Brown Signage Band above the existing ticketing counters
- b) Demolition of the existing 2x2 acoustical ceiling tiles and grid, and replacement with new acoustical ceiling tiles and gird. Coordination of affected ceiling mounted building systems, including Lighting, HVAC, Fire Alarm, Security devices, paging and Fire Protection.
- c) Demolition of existing back ticket wall finishes, patching/repairing the existing substrate, and painting the wall. This will include coordinating the relocation of various items mounted on back walls (existing dynamic display screens, thermostats, electrical switches, control buttons and key pads associated with the outbound baggage system belts).
- d) Demolition of the existing carpet in front of the ticket counters and replacement with a new, custom broadloom carpet.
- e) Minor modifications to / replacement of wood panels on ticket counter end walls as a result of Brown Signage Band Removal and/or ceiling replacement work.

### Schematic Design 30%

1. Schematic Design will be based on the above outlined scope of work as documented in the Concept Development Report in Chapter 7. Additional preparation of Concept studies will not be performed as part of this scope, as design options have previously been developed and evaluated by the Owner and decisions on scope have been made as documented in the above-mentioned Report. The schematic design will be developed in the following areas:

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- a. Existing Conditions Develop "existing conditions" plans as needed to document the renovation work to take place; this includes floor plans, reflected ceiling plans and elevations.
- b. Phasing Plans Identify project components and Owner operational measures that will impact the construction phase of work. Begin conversations with Owner on how the Design-Build teams intends to phase construction.
- c. Demolition and Building Plans Show the relationship of the programmatic space requirements to scale and depict the building support areas, vertical cores, back of house areas, public areas, egress requirements.
- d. Interior Concepts Interior space planning spatial concepts will be developed and presented using 3D graphics to receive input and approval from Owner. More specifically, Gresham Smith will initiate the process of designing custom carpets and working with manufacturers to develop carpet design options to present to the Owner, develop lighting concepts in conjunction with the electrical engineer and present materials for ceiling replacement. Coordinate with engineers on additional ceiling lighting in the existing Southwest Ticketing Area.
- e. Building Systems- Identification and documentation of the building systems to be impacted by the architectural scope of work.
- f. General Outline Specifications/ Narratives general outline specification narratives will be developed highlighting the major building systems and identifying the general quality of the project.
- g. Work with Owner to refine the overall design schedule.
- h. Code and life safety Evaluation of potential impacts to the existing Life Safety Plan and additional code compliance requirements
- i. Sustainability Gresham Smith does not anticipate an extensive sustainability effort or project certification, such as LEED, for this project. We anticipate taking advantage of industry standard sustainable measures during design such as: specify low energy LED lighting; specify recycled content for materials such as carpet and ceiling tile; specify low VOC paints, adhesives and sealants in alignment with the Owner LEAF Program criteria.
- 2. Schematic Design Deliverables:
  - a. Drawings including:
    - i) Demolition Floor Plans
    - ii) Architectural building floor plans
    - iii) Interior elevations
    - b. Narratives including:
      - i) Executive summary
      - ii) Narrative of key issues and decisions made during the schematic design phase
      - iii) Outline Technical Specifications/Narratives for major systems
- 3. Coordinate with DPR for their preparation of the schematic design cost estimate and schedule update
- 4. Conduct Quality Control review of schematic design documents and provide documentation thereof to the Owner.
- 5. Incorporate Owner Schematic Design review comments.
- 6. Obtain sign-off from Owner for final Schematic Design Submission.

### 60% Design Development



January 30, 2019 Page | 3

- 1. The Design Development documents will refine and further develop the direction established during the Schematic Design Phase. The main objective of the Design Development Phase will be to develop the design documents in sufficient detail to establish overall quality of the project and provide information that allows for a detailed Cost Estimate to be prepared for establishment on the GMP. The design team will:
  - a. Coordinate the Architecture and Interior design with engineering systems, including Structural, Mechanical / Electrical / Lighting / Fire Alarm / Plumbing / Fire Protection / Technology See separate scope of services for associated engineering work.
  - b. Perform above ceiling explorations as needed to evaluate potential conflicts between the existing above-ceiling infrastructure and the proposed, new ceiling design. (Note: This *does not include* a full above ceiling survey/mapping and documentation of the as-built conditions)
  - c. Continue the process of designing custom carpets and working with manufacturers to develop custom samples to present to the Owner, refine the development of the lighting and ceiling design. Start development of construction details and specifications for those systems using the Owner Carpet Design Guidelines as the starting point.
  - d. Convey key aspects of the design and building systems so that the Owner's acceptance of the design can be obtained.
  - e. Continue refinement of code and life safety information– as appropriate attend pre-application meeting with the AHJ
  - f. Integrate overall strategic sustainability approach into documentation as indicated in the Schematic Design approach above.
  - g. Work with the Owner to refine the design schedule and further develop the phasing plans with DPR. At appropriate time prepare presentation for outreach to airlines to advise them of the scope of upcoming work, phasing and schedule and obtain their comments.
- 2. Design Development Deliverables:
  - a. Architectural building floor plans
  - b. Existing structural grid and existing main structural elements identified
  - c. Internal partitions located.
  - d. Equipment such as ticket counters, airline automated kiosks etc. called out on plans
  - e. Provide samples of interior color and finish selections for review and approval by Owner.
  - f. Rooms named and numbered.
  - g. Locate typical and fire rated partition types.
  - h. Key references: match lines, enlarged plans, elevations, etc. keyed notes
  - i. Finish floor elevations noted
  - j. Expansion joints indicated
  - k. Plans and elevations of feature areas (public spaces) drawn to a larger scale (+/ 1/4") with all surfaces shown and materials called out and keyed to larger plans
  - I. Demolition plans
  - m. Architectural reflected ceiling plans for the main terminal ticketing level public spaces which include:
    - i) Locating lighting fixtures
    - ii) Other MEP/Technology equipment (sprinkler heads, mechanical diffusers, CCTV cameras, paging speakers etc.)
    - iii) Soffits/bulkheads
    - iv) Ceiling materials
  - n. Detailed interior elevations at a larger scale (+/ ¼") as necessary to explain intent and/or modification of existing finishes/systems
  - o. Representative enlarged Construction details plan and section



#### 6475 19 MAIN TERMINAL TICKET LEVEL INTERIOR REFURBISHMENT SCOPE OF WORK / SERVICES – ARCHITECTURE (Cont'd)

January 30, 2019 Page | 4

- p. Long form technical specifications
- 3. Coordinate with DPR for their preparation of the 60% design development cost estimate and schedule / phasing update. If required, develop Value Engineering options to maintain budget compliance.
- 4. Conduct Quality Control review of design development documents and provide documentation thereof to the Owner.
- 5. Incorporate Owner Design Development review comments.
- 6. Obtain sign-off from Owner for final Design Development Submission.
- 7. Draft LEAF Sustainability Program forms.

### **90 % CONSTRUCTION DOCUMENTS**

- 1. The main objective of the Construction Document Phase will be to prepare documents that include sufficient detail to permit and construct the project. The following are examples of activities during this phase:
  - a. Coordinate with Owner and design team to clarify questions and ensure construction documents are completed and consistent with the criteria established during prior design phases and maintain project budget.
  - b. Focused design team Coordination Meetings and Drawing Coordination Review.
  - c. Incorporate Owner Review Comments.
  - d. Finalize phasing plans.
  - e. Completion of Long Form Technical specifications
  - f. Completion of floor plans and reflected ceiling plans.
  - g. Identification of all wall, partition types and appropriate fire ratings.
  - h. Completion of enlarged plans
  - i. Completion of large scale construction details plan, section.
  - j. Finalize all interior Color and Finish Selections, identify finishes on plans and finish schedules.
  - k. Prepare temporary building wayfinding signage.
  - I. Final coordination with MEP and IT devices located in ceilings and on ticketing back walls.
- 2. Conduct Quality Control review of construction documents and provide documentation thereof to the Owner with Final Construction Documents submittal.
- 3. Coordinate with DPR for their preparation of updated cost estimate based on 90% construction document package. If required, develop Value Engineering options to maintain budget compliance.
- 4. Incorporate Owner 90% CD review comments and establish a list of priorities and action items for the Final CD Phase.

### City of Tampa (COT) Plan Review

- 1. Prepare sealed drawings for the Plan Review submissions to the COT. Suggest drawings be submitted at the completion of 90% Construction Documents.
- 2. Attend meetings as required with the COT to complete the plan review process.
- 3. Provide Owner with updates throughout the permit application process.
- 4. Respond to COT questions and provide supplemental information as required to complete the Plan Review process.

### FINAL CONSTRUCTION DOCUMENTS

- 1. The main objective of the Final Construction Document Phase is to finalize the construction document packages and specifications with the detail required to construct the project, which will involve:
  - a. Incorporate COT plan review comments.



January 30, 2019 Page | 5

- 2. Produce select renderings of final design for Owner's use.
- 3. Provide Final LEAF Sustainability Program forms

### **GMP PREPARATION**

As DPR bids project in order to prepare the GMP, respond to subcontractors requests for information during the bidding process. Ensure all responses are fully documented and all RFI responses are incorporated into final construction documents.

### **CONSTRUCTION ADMINISTRATION**

- 1. During the project's construction phase, Gresham Smith will provide construction administration services. The following activities and events are examples during the construction phase:
  - a. Interpret plans and specifications.
  - b. Provide supplemental drawings and instructions as required.
  - c. Provide responses to RFIs.
  - d. Review Shop Drawings and other submittals.
  - e. Evaluate requests for substitutions.
  - f. Attend construction progress meetings and coordinate design team action items resulting from meetings.
  - g. Make site visits and prepare observation reports. Coordinate consultants site visits and issue consultant observation reports.
  - h. Make site visits to help resolve construction issues in the field.
  - i. Prepare punch-list.
  - j. Prepare substantial completion certification.
  - k. Prepare Record drawings.
  - I. Final Completion site visit and sign off.
  - m. Post-construction Final LEAF Sustainability Forms
- Prepared by: Matt DeLoatche, AIA Design Project Manager





December 14, 2018 (Rev 1) January 17, 2019 (Rev 2) January 28, 2019 (Rev 3)

### TAMPA INTERNATIONAL AIRPORT

### 6475 19 MAIN TERMINAL TICKET LEVEL INTERIOR REFURBISHMENT

### <u>SCOPE OF WORK / SERVICES – MECHANICAL, ELECTRICAL,</u> <u>FIRE PROTECTION, FIRE ALARM SYSTEM</u>

### All Phases of Work – Design Through Construction Administration

Perform Mechanical, Electrical (power, lighting and fire alarm), and Fire Protection design services. Attend meetings and provide progress documentation through all design phases (30%, 60%, 90%, Bid Documents, City of Tampa (COT) Plan Review and Final Construction Documents). Participation and level of detail similar to architectural narrative (including Quality Control Review and Sustainability requirements throughout the project phases as indicated in Architectural narrative)

### **Fire Protection**

- 1. If required meet with City of Tampa (COT) to present solutions and review applicable codes to assure compliance with AHJ requirements.
- 2. Survey and document locations of existing ceiling mounted water-based sprinkler system sprinkler heads. Provide engineering drawings for the replacement of all exposed fixtures with concealed, recessed fixtures to match the ceiling design.
- 3. Provide engineering for minor modifications of existing sprinkler layout to accommodate new ceiling design.
- 4. Provide details for replacement of sprinkler heads.
- 5. Provide long-form technical specifications for fire protection system modifications.
- 6. Coordinate as required during each project phase with DPR's cost estimator to facilitate preparation and updates to cost estimates. Respond to subcontractor RFIs during DPR's bidding of the project and preparation of GMP.
- 7. Provide sealed drawings for COT plan review. Respond to COT review comments.
- 8. Provide Final Construction documents.
- 9. Construction administration services will include:
  - a. Attendance as required for meetings at the site,
  - b. Shop drawing and submittal review,
  - c. Response to questions that arise during construction,

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- d. Periodic site visits to verify installation meets the intent of the plans and specifications. All field visits shall have a follow-up field report identifying progress of the work and identify any issues that require resolution.
- e.Punch list preparation
- f. Preparation of Record Drawings based on mark-ups received from contractor and incorporating RFIs and supplemental information issued during construction.
- g.Final completion visit.

### Mechanical

- 1. Survey and document locations of all ceiling mounted HVAC supply / return diffusers. Provide engineering drawings for the replacement of all diffusers to match the new ceiling design.
- 2. Survey and document locations of all thermostats / wall-mounted HVAC equipment located on the ticket counter back walls. Provide engineering drawings for the relocation of required equipment to facilitate the new design aesthetic.
- 3. Review applicable codes to ensure compliance.
- 4. Develop relevant details and schedules for required HVAC modifications.
- 5. Provide long-form technical specifications for HVAC system modifications.
- 6. Coordinate as required during each project phase with DPR's cost estimator to facilitate preparation and updates to cost estimates. Respond to subcontractor RFIs during DPR's bidding of the project and preparation of Guaranteed Maximum Price (GMP).
- 7. Provide sealed drawings for COT plan review. Respond to COT review comments.
- 8. Provide Final Construction documents.
- 9. Construction administration services will include:
  - a. Attendance as required for meetings at the site,
  - b. Shop drawing and submittal review,
  - c. Response to questions that arise during construction,
  - d. Periodic site visits to verify installation meets the intent of the plans and specifications. All field visits shall have a follow-up field report identifying progress of the work and identify any issues that require resolution.
  - e. Punch list preparation
  - f. Preparation of Record Drawings based on mark-ups received from contractor and incorporating RFI's and supplemental information issued during construction.
  - g. Final completion visit.

### **Electrical-Power Distribution**

- 1. Survey and document locations of all existing power outlets / wall-mounted electrical equipment located on the ticket counter back walls. Provide engineering drawings for the addition / relocation of power outlets to support the installation of new / relocated dynamic displays and where required relocation of control buttons and key pads associated with the baggage handling system take away belts behind the ticket counters.
- 2. Drawings will include calculations necessary for plan review and permitting by the City of Tampa.
- 3. Plans will be developed to identify locations of all electrical rooms and panels identified on drawings.
- 4. Panel Schedules developed to reflect load information coordinated from plans including new lighting.
- 5. Electrical details will be developed to reflect project specific scope.



- 6. Coordinate as required during each project phase with DPR's cost estimator to facilitate preparation and updates to cost estimates. Respond to subcontractor RFIs during DPR's bidding of the project and preparation of GMP.
- 7. Provide sealed drawings for COT plan review. Respond to COT review comments.
- 8. Provide Final Construction documents.
- 9. Construction administration services will include:
  - a. Attendance as required for meetings at the site,
  - b. Shop drawing and submittal review,
  - c. Response to questions that arise during construction,
  - d. Periodic site visits to verify installation meets the intent of the plans and specifications. All field visits shall have a follow-up field report identifying progress of the work and identify any issues that require resolution.
  - e. Punch list preparation
  - f. Preparation of Record Drawings based on mark-ups received from contractor and incorporating RFIs and supplemental information issued during construction.
  - g. Final completion visit.

### Electrical - Lighting

- 1. Survey and document locations of existing light fixtures / ceiling mounted electrical devices. Prepare demolition plans documenting the removal of selected fixtures / devices.
- 2. Provide electrical engineering services to develop lighting design for the project including selection of light fixtures and photometric calculations.
- 3. Lighting controls will be developed as required and integrated with the existing Metasys System at Tampa International Airport.
- 4. Develop lighting concepts and provide comparisons between fixture types. Obtain sample light fixtures and as required prepare photometric calculations for lighting schemes for the Owner's consideration and approval. Coordinate with architect on additional ceiling lighting in the existing Southwest Ticketing Area.
- 5. Coordinate lighting loads with existing power distribution system.
- 6. Evaluate and determine emergency lighting requirements and coordinate integration with existing generator size for life safety circuits.
- 7. Lighting plans will be coordinated with Life Safety Plans to provide emergency appropriate emergency lighting layout and exit signs for code compliance.
- 8. Narratives will be developed to describe the intended lighting system and preliminary specifications to describe the intended lighting approach for the project in schematic phases before all work has been detailed and to assist in development of preliminary cost estimates.
- 9. Develop reflected ceiling plans and luminaire schedules for lighting indicating fixture type, panel and circuit designations.
- 10. Drawings will include required calculations for plan review and permitting in the COT.
- 11. Drawings will include lighting installation details which are specific to the project.
- 12. Coordinate as required during each project phase with DPR's cost estimator to facilitate preparation and updates to cost estimates. Respond to subcontractor RFI's during DPR's bidding of the project and preparation of GMP.
- 13. Provide sealed drawings for COT plan review. Respond to COT review comments.
- 14. Provide Final Construction documents.
- 15. Construction administration services will include:
  - a. Attendance as required for meetings at the site,
  - b. Shop drawing and submittal review,
  - c. Response to questions that arise during construction,





- d. Periodic site visits to verify installation meets the intent of the plans and specifications. All field visits shall have a follow-up field report identifying progress of the work and identify any issues that require resolution.
- e. Punch list preparation
- f. Preparation of Record Drawings based on mark-ups received from contractor and incorporating RFIs and supplemental information issued during construction.
- g. Final completion visit.

### Fire Alarm System

- 1. Survey and document locations of existing ceiling mounted fire alarm devices, as well as any located on the ticket counter back walls. Provide engineering for the relocation / replacement of devices to coordinate with the new ceiling / back wall designs and other equipment that are located in the ceilings and on back walls.
- 2. Provide long-form technical specifications for fire alarm system modifications.
- Coordinate as required during each project phase with DPR's cost estimator to facilitate preparation and updates to cost estimates. Respond to subcontractor RFI's during DPR's bidding of the project and preparation of GMP.
- 4. Provide sealed drawings for COT plan review. Respond to COT review comments.
- 5. Provide Final Construction documents.
- 6. Construction administration services will include:
  - a. Attendance as required for meetings at the site,
  - b. Shop drawing and submittal review,
  - c. Response to all questions that arise during construction,
  - d. Periodic site visits to verify installation meets the intent of the plans and specifications. All field visits shall have a follow-up field report identifying progress of the work and identify any issues that require resolution. Punch list preparation
  - e. Preparation of Record Drawings based on mark-ups received from contractor and incorporating RFIs and supplemental information issued during construction.
  - f. Final completion visit.
- Prepared by: Matt DeLoatche, AIA Design Project Manager





December 14, 2018 (Rev 1) January 28, 2019 (Rev 2)

### **TAMPA INTERNATIONAL AIRPORT**

### 6475 19 MAIN TERMINAL TICKET LEVEL INTERIOR REFURBISHMENT

### SCOPE OF WORK / SERVICES - TECHNOLOGY, CCTV SECURITY

### All Phases of Work – Design Through Construction Administration

Perform technology (communications infrastructure and paging), Closed Circuit Television (CCTV) and security access control engineering design services.

Attend meetings and provide progress documentation through all design phases (30%, 60%, 90%, Bid Documents, City of Tampa (COT) Plan Review and Final Construction Documents). Participation and level of detail similar to Architectural narrative (including Quality Control Review and Sustainability requirements throughout the project phases as indicated in Architectural narrative).

### **Technology (Communications Infrastructure and Paging)**

- Evaluate the existing public address system speakers and determine if new speaker equipment is required, or if new "cover plates" can be utilized to update the speaker aesthetic to match that of the new ceiling.
- 2. Minor modifications to speaker layout and/or accessory ceiling mounted devices as required to accommodate new ceiling and lighting design.
- Scope does not include overall re-design of paging system, re-zoning, modifications to head end equipment, or re-design/relocation of any accessory equipment.
- 4. Scope **does not** include an acoustical survey of the existing conditions.
- Relocate existing / provide new data outlets to support dynamic displays on ticket counter back walls. Route service to nearest Owner Intermediate Distribution Frame (IDF) room.
- 6. Provide long form technical specifications as required to support the scope of design work.
- 7. Coordinate as required during each project phase with DPR to facilitate preparation and updates to cost estimates.
- 8. Provide Bid Documents and respond to questions and provide supplemental information during the bidding phase.
- 9. Provide sealed drawings for COT plan review. Respond to COT review comments.
- 10. Provide Final Construction documents.
- 11. Construction administration services will include:
  - a. Attendance as required for meetings at the site,

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- b. Shop drawing and submittal review,
- c. Response to all questions that arise during construction,
- d. Periodic site visits to verify installation meets the intent of the plans and specifications. All field visits shall have a follow-up field report identifying progress of the work and identify any issues that require resolution.
- e. Punch list preparation
- f. Preparation of Record Drawings based on mark-ups received from contractor and incorporating RFIs and supplemental information issued during construction.
- g. Final completion visit.

### **CCTV & Security Access Control**

- 1. Existing ceiling mounted cameras to be reset in their same location (+/-) within the new ceiling system/design.
- 2. Scope **does not** include overall re-design of camera layout/spacing, replacement of any cameras, or modifications to supporting equipment in any capacity.

Prepared by: Matt DeLoatche, AIA Design Project Manager



Name	Job Title	Raw Rate (\$,	/hour)	FAR Audited verhead (\$/hr)	Profit (\$/h	iour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
DPR Construction								
				99.65%		<b>10%</b>		
Brandon Facini	Project Manager	\$	53.79	\$ 53.60	\$	10.74	\$ 118.13	2.20
Dave Weathers	Sr. Precon Manager	\$	84.56	\$ 84.26	\$	16.88	\$ 185.71	2.20
Bill Knight	Sr. Superintendent	\$	56.25	\$ 56.05	\$	11.23	\$ 123.53	2.20
Rob Hernandez	Project Engineer	\$	37.50	\$ 37.37	\$	7.49	\$ 82.36	2.20
Larry Amboy	Scheduler	\$	84.56	\$ 84.26	\$	16.88	\$ 185.71	2.20
Aaron Goodman	Sr. Project Accountant	\$	36.06	\$ 35.93	\$	7.20	\$ 79.19	2.20
Brian Robbins	Project Executive	\$	79.75	\$ 79.47	\$	15.92	\$ 175.14	2.20
Beth Ahmedic	Marketing Professional	\$	35.10	\$ 34.98	\$	7.01	\$ 77.08	2.20
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# Employee Rate Sheet - Gresham Smith

Project: TPA Main Terminal Ticket Level Interior Refurbishment HCAA Project No:6475 19

Name	Job Title			udited ead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
Gresham Smith							
				161.52%	10%		
Jim Alderman	Sr. EG Designer	57.21	\$	92.41	\$ 14.96	\$ 164.58	2.88
Mark Askew	Sr. EG Designer	50.96	\$	82.31	\$ 13.33	\$ 146.60	2.88
Kristen Beecken	Interior Designer	29.33	\$	47.37	\$ 7.67	\$ 84.37	2.88
Tim Beecken	Project Architect	33.65	\$	54.35	\$ 8.80	\$ 96.80	2.88
Rebecca Beswick	EG Designer	23.56	\$	38.05	\$ 6.16	\$ 67.78	2.88
Ray Bishop	Sr. EG Designer	46.15	\$	74.54	\$ 12.07	\$ 132.76	2.88
Thomas Bradbury	Structural Technician	31.25	\$	50.48	\$ 8.17	\$ 89.90	2.88
Altan Cekin	Deputy Project Manager	73.08	\$	118.04	\$ 19.11	\$ 210.23	2.88
David (John) Chesak	Senior Structural Engineer	87.50	\$	141.33	\$ 22.88	\$ 251.71	2.88
Grant Clifford	Project Manager	92.31	\$	149.10	\$ 24.14	\$ 265.55	2.88
Matt DeLoatche	Project Architect	39.42	\$	63.67	\$ 10.31	\$ 113.40	2.88
Casey Fay	EG Designer	30.91	\$	49.93	\$ 8.08	\$ 88.92	2.88
John Florie	EG Designer	40.87	\$	66.01	\$ 10.69	\$ 117.57	2.88
Kim Fowke	Project Coordinator	24.04	\$	38.83	\$ 6.29	\$ 69.16	2.88
Kevin Goolsby	Technician	27.16	\$	43.87	\$ 7.10	\$ 78.13	2.88
Angela Guarnieri	PM Assistant	34.62	\$	55.92	\$ 9.05	\$ 99.59	2.88
Jim Harding	Director of Environmental Graphics	75.48	\$	121.92	\$ 19.74		2.88
Damond Holloway	Sr. Architect	45.19		72.99	\$ 11.82		2.88
Prince Jackson	EG Technician	24.00		38.76			2.88
Deanna Kamal	EG Designer	26.92		43.48			2.88
Olga Lombana	Project Coordinator	24.04		38.83	\$ 6.29	\$ 69.16	2.88
Todd Martin	Sr. Architect	60.10		97.07	\$ 15.72		2.88
Brian McKeehan	Deputy Project Manager	66.35		107.17	\$ 17.35		2.88
Jeff Morrison	Sr. Architect	60.10		97.07	\$ 15.72		2.88
Veronica O'Hara	Assistant Project Manager	28.37	\$	45.82	\$ 7.42	\$ 81.61	2.88
David Park	Sr. EG Designer	48.08	\$	77.66	\$ 12.57	\$ 138.31	2.88
Phillip Petty	Branded Environments Manager, EG	45.19		72.99	\$ 11.82	\$ 130.00	2.88
Lisa Philips	Intern Interior Designer	21.63		34.94			2.88
Benjamin (Ben) Raposa	Project Architect	37.50		60.57	\$ 9.81		2.88
Wilson Rayfield	Executive Vice President	85.58		138.23			2.88
Cheryl Sharp	Admin. Assistant	28.37		45.82			2.88



Jennifer Shupe	Structural Engineer	39.66	\$ 64.06	\$ 10.37	\$ 114.09	2.88
Jessica Smith	Sr. Interior Designer	50.48	\$ 81.54	\$ 13.20	\$ 145.22	2.88
Vicki Statzer	Project Coordinator	24.04	\$ 38.83	\$ 6.29	\$ 69.16	2.88
Gina Voccola	Construction Administration	29.81	\$ 48.15	\$ 7.80	\$ 85.76	2.88
Matthew Wilson	Project Architect	50.48	\$ 81.54	\$ 13.20	\$ 145.22	2.88

### Gresham Smith Employee Rate.xlsx ATTACHMENT 1 – FEE AND SCOPE PROPOSAL



# Employee Rate Sheet - TLC Engineering for Architecture

Project: TPA Main Terminal Ticket Level Interior Refurbishment HCAA Project No:6475 19

Name	Job Title	Raw F (\$/hou		Audited lead (\$/hr)	Profit (\$/hour)	F	lourly Billing Rate (\$/hr)	Billing Multiplier
TLC Engineering for Architecture				1.8373	1	0%		
Joseph Mousa	Engineer 1	\$	33.65	\$ 61.83	\$ 9.	55	\$ 105.02	3.12
John Gutierrez	Engineer 1	\$	33.41	\$ 61.38	\$ 9.	48 9	\$ 104.27	3.12
Greg McClive	Systems Designer II	\$	29.11	\$ 53.48	\$ 8.	26	\$ 90.85	3.12
Taw North	Division Director	\$	72.12	\$ 132.51	\$ 20.	46	\$ 225.09	3.1
Mandy Missal	Marketing Coordinator	\$	24.04	\$ 44.17		32	\$ 75.03	3.1
Santiago Beron	Sr. Project Manager	\$	64.66	118.80		35	\$ 201.81	3.1
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# Employee Rate Sheet - VoltAir Consulting Engineers

Project: TPA Main Terminal Ticket Level Interior Refurbishment HCAA Project No:6475 19

Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
VoltAir Consulting Engineers						
			109.109	6 10%		
Batavich, John	Sr Electrical Engineer	44.71	\$ 48.78	\$ 9.35	\$ 102.84	2.30
Bocanergra, LeeMarie	Mechanical Engineer I	31.35	\$ 34.20	\$ 6.56	\$ 72.11	2.30
Beard, William	Electrical Engineer I	38.63	\$ 42.15	\$ 8.08	\$ 88.85	2.30
Celis, Danny	Senior Project Engineer / EOR	49.35	\$ 53.84	\$ 10.32	\$ 113.51	2.30
Chanis, Sam	Mechanical Designer II	44.20	\$ 48.22	\$ 9.24	\$ 101.66	2.30
Crnkovich, Gerald	Director of Electrical Engineering	67.31	\$ 73.44	\$ 14.07	\$ 154.82	2.30
Davis, Andrew	Mechanical Engineer I	30.50	\$ 33.28	\$ 6.38	\$ 70.15	2.30
Davis, Julius	President/CEO	85.72	\$ 93.52	\$ 17.92	\$ 197.16	2.30
Shorey, Rob	Sr. Plumb/FP Designer	46.34	\$ 50.56	\$ 9.69	\$ 106.59	2.30
Glass, Bailey	Mechanical Engineer II	37.10	\$ 40.48	\$ 7.76	\$ 85.33	2.30
Humbert, Zach	Mechanical Engineer I	29.71	\$ 32.41	\$ 6.21	\$ 68.34	2.30
Janisch, Dan	Mechanical Engineer I	31.15	\$ 33.98	\$ 6.51	\$ 71.65	2.30
JiHyng Park	Mechanical Engineer I	30.68	\$ 33.47	\$ 6.42	\$ 70.57	2.30
Jennings, John	IT Designer	47.03	\$ 51.31		\$ 108.17	2.30
Joseph, Aaron	Electrical Engineer II	35.66		\$ 7.46	\$ 82.02	2.30
Louis, Elohim	Electrical Engineer I	33.13	\$ 36.14	\$ 6.93	\$ 76.20	2.30
McGuirk, Bill	Sr Electrical Engineer	39.37	\$ 42.95	\$ 8.23	\$ 90.55	2.30
Salvo, Chris	Sr Electrical Engineer	56.49	\$ 61.63	\$ 11.81	\$ 129.93	2.30
Wiegman, Roger	CAD Coordidnator/Draftsman	41.89	\$ 45.70	\$ 8.76	\$ 96.35	2.30
Williams, Kristie	Office Administration	25.62				2.30
Young, Roland	Director of Mechanical Engineering	55.02	\$ 60.03	\$ 11.50	\$ 126.55	2.30
Zemina, Bryan	Senior Project Engineer / EOR	50.47	\$ 55.06			2.30
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ity ID	Activity Name	Original Start Duration	Finish	an Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May J
TA - Main Terr	minal Ticket Level Interior Refurbishment Proj. #6475-19	475d 14-Feb-19	08-Feb-21	
Project Benchn	narks	475d 14-Feb-19	08-Feb-21	· · · · · · · · · · · · · · · · · · ·
PBM.010	Board Approval - Part 1 Contract	Od	14-Feb-19*	<ul> <li>Board Approval - Part 1 Contract</li> </ul>
PBM.015	HCAA Part 1 Work Order Issuance	5d 14-Feb-19	21-Feb-19	HCAA Part 1 Work Order Issuance
PBM.025	GMP Approval by HCAA Board	Od	05-Dec-19	<ul> <li>GMP Approval by HCAA Board</li> </ul>
PBM.035	Submit Permit to City of Tampa	0d 28-Aug-19		♦ Submit Permit to City of Tampa
PBM.950	Substantial Completion	0d	16-Nov-20*	
PBM.955	Superbowl 2021	0d 08-Feb-21*		
Design		150d 22-Feb-19	25-Sep-19	▼ 25-Sep-19, Design
DE.010	30% Draft	40d 22-Feb-19	18-Apr-19	<b>△</b> 30% Draft
DE.020	30% Construction Estimate	20d 19-Apr-19	16-May-19	△ 30% Construction Estimate
DE.030	30% HCAA Comments	5d 19-Apr-19	25-Apr-19	△ 30% HCAA Comments
DE.035	30% Design-Build Team QC Review	5d 19-Apr-19	25-Apr-19	△ 30% Design-Build Team QC Review
DE.040	30% Final	10d 26-Apr-19	09-May-19	<u>∕</u> 30% Final
DE.050	60% Draft	45d 19-Apr-19	21-Jun-19	<b>△</b> 60% Draft
DE.060	60% Construction Estimate	20d 24-Jun-19	23-Jul-19	60% Construction Estimate
DE.070	60% HCAA Comments	10d 24-Jun-19	09-Jul-19	60% HCAA Comments
DE.075	60% Design-Build Team QC Review	10d 24-Jun-19	09-Jul-19	60% Design-Build Team QC Review
DE.080	60% Final	10d 10-Jul-19	23-Jul-19	60% Final
DE.090	90% Draft	45d 24-Jun-19	27-Aug-19	90% Draft
DE.100	90% Construction Estimate	20d 28-Aug-19	25-Sep-19	90% Construction Estimate
DE.110	90% HCAA Comments	10d 28-Aug-19	11-Sep-19	≥ 90% HCAA Comments
DE.115	90% Design-Build Team QC Review	10d 28-Aug-19	11-Sep-19	<u>→</u> 90% Design-Build Team QC Review
DE.150	100% Final	10d 12-Sep-19	25-Sep-19	100% Final
Permits & Entit		40d 28-Aug-19	23-Oct-19	23-Oct-19. Permits & Entitlements
P.010				City of Tampa Plan 1st Review
	City of Tampa Plan 1st Review	20d 28-Aug-19	25-Sep-19	<u>∧</u> Incorporate City Comments
P.020	Incorporate City Comments	10d 26-Sep-19	09-Oct-19	∠→ The polare only comments
P.030	City of Tampa Plan 2nd Review	10d 10-Oct-19	23-Oct-19	19-Dec-19, Trade Contractor Buyo
Frade Contract		89d 14-Aug-19	19-Dec-19	Prepare Bid Documents
BO.010.1	Prepare Bid Documents	10d 14-Aug-19	27-Aug-19	
BO.010.2	Subcontractor Bid Period	20d 28-Aug-19	25-Sep-19	
BO.010.3	Bid Tally and Review	10d 10-Oct-19	23-Oct-19	► Sub Casterior Pariou 100% Firel Deep
BO.010.4	Sub Contractor Review 100% Final Docs	10d 26-Sep-19	09-Oct-19	Sub Contractor Review 100% Final Docs
BO.010.5	Issue Subcontracts	5d 13-Dec-19	19-Dec-19	▲▼ Issue Subcontracts
GMP		31d 24-Oct-19	12-Dec-19	▼ 12-Dec-19, GMP
GMP.010	GMP Development	10d 24-Oct-19	06-Nov-19	GMP Development
GMP.020	GMP Approval by HCAA Board	1d 05-Dec-19	05-Dec-19	GMP Approval by HCAA Board
GMP.030	GMP HCAA Part 2 Work Order Issuance	5d 06-Dec-19	12-Dec-19	GMP HCAA Part 2 Work Order Issu
Coordination/S	Shop Drawings/Submittals	50d 20-Dec-19	04-Mar-20	• 04-Mar-20, Coordin
S.010	Submittals/Shop Drawings - Ceiling Grid & Perforated Panels	25d 20-Dec-19	28-Jan-20	Submittals/Shop Drawings
S.020	Submittals/Shop Drawings - Mechanical Louvers & Grills	25d 20-Dec-19	28-Jan-20	Submittals/Shop Drawing
S.030	Submittals/Shop Drawings - Light Fixtures	25d 20-Dec-19	28-Jan-20	▲ Submittals/Shop Drawings
S.040	Submittals/Shop Drawings - Custom Carpet	25d 20-Dec-19	28-Jan-20	△ Submittals/Shop Drawing
S.050	Submittals/Shop Drawings - Paint / Wall Covering	25d 20-Dec-19	28-Jan-20	<u>∧</u> ⊽ Submittals/Shop Drawing
S.060	Submittals/Shop Drawings - Airline Specific Branding	50d 20-Dec-19	04-Mar-20	<u>∧</u> ⊽ Submittals/Shop E
S.070	Submittals/Shop Drawings - Dynamic Displays	50d 20-Dec-19	04-Mar-20	▲▼ Submittals/Shop I
Fabrication/Del	liver	105d 29-Jan-20	25-Jun-20	
F.010.1	Fab & Deliver - Ceiling Grid	20d 29-Jan-20	26-Feb-20	<b>△─────</b> Fab & Deliver - Ceil
F.010.2	Fab & Deliver - Perforated Panels	40d 29-Jan-20	25-Mar-20	<b>▲→→→→</b> ▼ Fab & Deliver
F.020.1	Fab & Deliver - Mechanical Louvers & Grills	20d 29-Jan-20	26-Feb-20	<b>△─────</b> ▼ Fab & Deliver - Mec

Start Date: 14-Feb-19 Finish Date: 08-Feb-21	Summary	TIA - Main Terminal Ticket Level Interior Refurbishment Proj. #6475-19
Data Date: 14-Feb-19	△ Remaining Work ♦ Milestone	*Remaining
Run Date: 21-Jan-19	Critical Remaining Work Remaining	Page 1 of 3
(c) Primavera Systems, Inc.		

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ATTACHMENT 1 – FEE AND SCOPE PROPOSAL

Activity ID	Activity Name		Original Start Duration	Finish	2019 2012 an Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun	0 2021 Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May
F.030.1	Fab & Deliver - Light Fixtures		40d 29-Jan-20	25-Mar-20	an Feb Mar Apr May Jun Jun Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Amage Fab & Deliver - Ligh	t Fixtures
F.040.1	Fab & Deliver - Custom Carpet		100d 29-Jan-20	18-Jun-20	▼ Fa	b & Deliver - Custom Carpet
F.050.1	Fab & Deliver - Paint / Wall Coverin	a	20d 29-Jan-20	26-Feb-20	<b></b> Fab & Deliver - Paint / W	all Covering
F.060.1	Fab & Deliver - Airline Specific Bran	0	50d 05-Mar-20	13-May-20	∠V Fab & De	liver - Airline Specific Branding
F.070.1	Fab & Deliver - Dynamic Displays		80d 05-Mar-20	25-Jun-20		ab & Deliver - Dynamic Displays
Construction			226d 13-Dec-19	16-Nov-20	· · · · · · · · · · · · · · · · · · ·	▼ 16-Nov-20, Construction
C.010	Mobilzation		5d 13-Dec-19	19-Dec-19	Mobilzation	•,
Interior Construction			221d 20-Dec-19	19-Dec-19		16-Nov-20, Interior Construction
T5 - Vacant			115d 19-Mar-20	28-Aug-20	· · · · · · · · · · · · · · · · · · ·	28-Aug-20, T5 - Vacant
C.IC.T5.010	Demolition & Temp MEP		5d 19-Mar-20	25-Mar-20	Demolition & Temp	-
C.IC.T5.020	Overhead Rework & New Ceiling		10d 26-Mar-20	08-Apr-20	 Overhead Rewor	k & New Ceiling
C.IC.T5.030	Backwall Finishes		10d 09-Apr-20	22-Apr-20	Backwall Finis	-
C.IC.T5.040	Airline Specific Branding		5d 14-May-20	20-May-20		pecific Branding
C.IC.T5.050	New Dynamic Displays		15d 26-Jun-20	17-Jul-20		▼ New Dynamic Displays
C.IC.T5.050						Carpeting
	Carpeting ys, Charters, Copa Airlines, Icelandair		5d 24-Aug-20	28-Aug-20		28-Aug-20, T9 - Cayman Airways, Charters, Copa Airlir
	Demolition & Temp MEP		166d 20-Dec-19 5d 20-Dec-19	28-Aug-20 09-Jan-20	✓ Demolition & Temp MEP	
C.IC.T9.010 C.IC.T9.020	•		10d 26-Mar-20			k & New Ceiling
	Overhead Rework & New Ceiling			08-Apr-20		
C.IC.T9.030	Backwall Finishes		10d 09-Apr-20	22-Apr-20		pecific Branding
C.IC.T9.040	Airline Specific Branding		5d 14-May-20	20-May-20		
C.IC.T9.050	New Dynamic Displays		15d 26-Jun-20	17-Jul-20		New Dynamic Displays
C.IC.T9.070	Carpeting		5d 24-Aug-20	28-Aug-20		Carpeting
T8 - American Airlin			100d 23-Apr-20	14-Sep-20		▼ 14-Sep-20, T8 - American Airlines
C.IC.T8.010	Demolition & Temp MEP		5d 23-Apr-20	29-Apr-20	Demolition 8	•
C.IC.T8.020	Overhead Rework & New Ceiling		10d 30-Apr-20	13-May-20		Rework & New Ceiling
C.IC.T8.030	Backwall Finishes		10d 14-May-20	28-May-20	Backw	
C.IC.T8.040	Airline Specific Branding		5d 29-May-20	04-Jun-20	Airlin	e Specific Branding
C.IC.T8.050	New Dynamic Displays		15d 20-Jul-20	07-Aug-20		New Dynamic Displays
C.IC.T8.060	Remove Kiosks		5d 24-Aug-20	28-Aug-20		/ Remove Kiosks
C.IC.T8.070	Carpeting		5d 31-Aug-20	04-Sep-20		Carpeting
C.IC.T8.080	Re-install Kiosks		5d 08-Sep-20	14-Sep-20		Re-install Kiosks
T11 - Jet Blue			105d 23-Apr-20	21-Sep-20	· · · · · · · · · · · · · · · · · · ·	✓ 21-Sep-20, T11 - JetBlue
C.IC.T11.010	Demolition & Temp MEP		5d 23-Apr-20	29-Apr-20	Arr Demolition 8	Temp MEP
C.IC.T11.020	Overhead Rework & New Ceiling		10d 30-Apr-20	13-May-20	Verhead Overhead	Rework & New Ceiling
C.IC.T11.030	Backwall Finishes		10d 14-May-20	28-May-20	Arr Backw	all Finishes
C.IC.T11.040	Airline Specific Branding		5d 29-May-20	04-Jun-20	Airlin	e Specific Branding
C.IC.T11.050	New Dynamic Signage		15d 20-Jul-20	07-Aug-20		▲ New Dynamic Signage
C.IC.T11.070	Carpeting		5d 15-Sep-20	21-Sep-20		Carpeting
T10 - United Airline	es a la companya de la compa		90d 29-May-20	05-Oct-20	· · · · · · · · · · · · · · · · · · ·	05-Oct-20, T10 - United Airlines
C.IC.T10.010	Demolition & Temp MEP		5d 29-May-20	04-Jun-20	Dem Dem	blition & Temp MEP
C.IC.T10.020	Overhead Rework & New Ceiling		10d 05-Jun-20	18-Jun-20	0 <b>744</b>	verhead Rework & New Ceiling
C.IC.T10.030	Backwall Finishes		10d 19-Jun-20	02-Jul-20		Backwall Finishes
C.IC.T10.040	Airline Specific Branding		5d 06-Jul-20	10-Jul-20		Airline Specific Branding
C.IC.T10.050	New Dynamic Displays		15d 10-Aug-20	28-Aug-20		New Dynamic Displays
C.IC.T10.070	Carpeting		5d 29-Sep-20	05-Oct-20		A Carpeting
T7 - Delta			90d 29-May-20	05-Oct-20	······	05-Oct-20, T7 - Delta
C.IC.T7.010	Demolition & Temp MEP		5d 29-May-20	04-Jun-20	Dem	blition & Temp MEP
C.IC.T7.020	Overhead Rework & New Ceiling		10d 05-Jun-20	18-Jun-20		verhead Rework & New Ceiling
C.IC.T7.030	Backwall Finishes		10d 19-Jun-20	02-Jul-20		Backwall Finishes
C.IC.T7.040	Airline Specific Branding		5d 06-Jul-20	10-Jul-20		Airline Specific Branding
C.IC.T7.050	New Dynamic Displays		15d 10-Aug-20	28-Aug-20		New Dynamic Displays
C.IC.T7.060	Remove Kiosks		5d 15-Sep-20	20-Aug-20 21-Sep-20		Remove Kiosks
Start Date: 14-Feb-19		Summary	Actual Work	TIA -	Aain Terminal Ticket Level Interior Refurbishment Proj. #6475-19	
Finish Date: 08-Feb-21		•			-	תתא
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<ul> <li>c) Primavera Systems,</li> </ul>	, IIIC.					CONSTRUCTION

ATTACHMENT 1 – FEE AND SCOPE PROPOSAL

y ID	Activity Name	Original Start Duration	Finish	2019 an Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Ju	2020         2021           un         Jul         Aug         Sep         Oct         Nov         Dec         Jan         Feb         Mar         Apr
C.IC.T7.070	Carpeting	5d 22-Sep-20	28-Sep-20		Carpeting
C.IC.T7.080	Re-install Kiosks	5d 29-Sep-20	05-Oct-20		Re-install Kiosks
1 - Air Canada, Air	Transat, Eastern, Edelweiss Air, Swift Air	75d 06-Jul-20	19-Oct-20		19-Oct-20, T1 - Air Canada, Air Trans
C.IC.T1.010	Demolition & Temp MEP	5d 06-Jul-20	10-Jul-20		Demolition & Temp MEP
C.IC.T1.020	Overhead Rework & New Ceiling	10d 13-Jul-20	24-Jul-20		Overhead Rework & New Ceiling
C.IC.T1.030	Backwall Finishes	10d 27-Jul-20	07-Aug-20		Backwall Finishes
C.IC.T1.040	Airline Specific Branding	5d 10-Aug-20	14-Aug-20		Airline Specific Branding
C.IC.T1.050	New Dynamic Displays	15d 31-Aug-20	21-Sep-20		▲ New Dynamic Displays
C.IC.T1.060	Remove Kiosks	5d 29-Sep-20	05-Oct-20		Remove Kiosks
C.IC.T1.070	Carpeting	5d 06-Oct-20	12-Oct-20		Carpeting
C.IC.T1.080	Re-install Kiosks	5d 13-Oct-20	19-Oct-20		Re-install Kiosks
	Alaska Airlines, British Airways	75d 06-Jul-20	19-Oct-20		19-Oct-20, T3 - Silver Airways, Alask
.IC.T3.010	Demolition & Temp MEP	5d 06-Jul-20	10-Jul-20		Demolition & Temp MEP Verhead Rework & New Ceiling
C.IC.T3.020	Overhead Rework & New Ceiling	10d 13-Jul-20	24-Jul-20		
C.IC.T3.030	Backwall Finishes	10d 27-Jul-20	07-Aug-20		Backwall Finishes
C.IC.T3.040	Airline Specific Branding	5d 10-Aug-20	14-Aug-20		Airline Specific Branding
C.IC.T3.050	New Dynamic Displays		21-Sep-20		New Dynamic Displays
C.IC.T3.070	Carpeting	5d 13-Oct-20	19-Oct-20		Arr Carpeting
	Airlines, Sun Country	60d 10-Aug-20	02-Nov-20		<ul> <li>02-Nov-20, T4 - Frontier, Spirit Air</li> <li>Demolition &amp; Temp MEP</li> </ul>
C.IC.T4.010	Demolition & Temp MEP		14-Aug-20		Overhead Rework & New Ceiling
C.IC.T4.020	Overhead Rework & New Ceiling		28-Aug-20		
C.IC.T4.030	Backwall Finishes	10d 31-Aug-20	14-Sep-20		Aidina Crasifia Presding
C.IC.T4.040	Airline Specific Branding	· · ·	21-Sep-20		Airline Specific Branding
C.IC.T4.050	New Dynamic Displays	15d 22-Sep-20	12-Oct-20		New Dynamic Displays
C.IC.T4.060	Remove Kiosks	5d 13-Oct-20	19-Oct-20		Remove Kiosks
C.IC.T4.070	Carpeting	5d 20-Oct-20	26-Oct-20		Carpeting
C.IC.T4.080	Re-install Kiosks	5d 27-Oct-20	02-Nov-20		Re-install Kiosks
2 - Lufthansa, Wes		60d 10-Aug-20	02-Nov-20		O2-Nov-20, T2 - Lufthansa, Westje Demolition & Temp MEP
C.IC.T2.010	Demolition & Temp MEP		14-Aug-20		Verhead Rework & New Ceiling
C.IC.T2.020	Overhead Rework & New Ceiling	10d 17-Aug-20	28-Aug-20		Backwall Finishes
C.IC.T2.030	Backwall Finishes	10d 31-Aug-20	14-Sep-20		Airline Specific Branding
C.IC.T2.040	Airline Specific Branding	· · ·	21-Sep-20		New Dynamic Displays
C.IC.T2.050	New Dynamic Displays	15d 22-Sep-20	12-Oct-20		
C.IC.T2.070	Carpeting	5d 27-Oct-20	02-Nov-20		Carpeting 16-Nov-20, T6 - Southwest
6 - Southwest	Demous Kisely, Dhoos 4	60d 24-Aug-20			Remove Kiosks - Phase 1
C.IC.T6.060	Remove Kiosks - Phase 1	5d 24-Aug-20	28-Aug-20		Carpeting - Phase 1
C.IC.T6.070	Carpeting - Phase 1	5d 31-Aug-20	04-Sep-20		Re-install Kiosks - Phase 1
C.IC.T6.080	Re-install Kiosks - Phase 1	5d 08-Sep-20	14-Sep-20		Remove Kiosks - Phase 2
C.IC.T6.160	Remove Kiosks - Phase 2		21-Sep-20		Carpeting - Phase 2
C.IC.T6.170	Carpeting - Phase 2	5d 22-Sep-20	28-Sep-20		Re-install Kiosks - Phase 2
C.IC.T6.180	Re-install Kiosks - Phase 2	5d 29-Sep-20	05-Oct-20		Remove Kiosks - Phase 2
C.IC.T6.260	Remove Kiosks - Phase 3	5d 06-Oct-20	12-Oct-20		Carpeting - Phase 3
C.IC.T6.270	Carpeting - Phase 3	5d 13-Oct-20	19-Oct-20		Re-install Kiosks - Phase 3
C.IC.T6.280	Re-install Kiosks - Phase 3	5d 20-Oct-20	26-Oct-20		Remove Kiosks - Phase 3
C.IC.T6.360	Remove Kiosks - Phase 4	5d 27-Oct-20	02-Nov-20		Carpeting - Phase 4
C.IC.T6.370	Carpeting - Phase 4	5d 03-Nov-20	09-Nov-20		Re-install Kiosks - Phase 4
C.IC.T6.380	Re-install Kiosks - Phase 4	5d 10-Nov-20	16-Nov-20		▼ 16-Nov-20, Occupancy
Cupancy COCC.010	Substantial Completion	0d 16-Nov-20 0d	16-Nov-20 16-Nov-20		♦ Substantial Completion
ate: 14-Feb-19			1	Main Terminal Ticket Lovel Interior Defurbichment Droi: #6475.40	1
ate: 08-Feb-21	Summary	Actual Work rk ♦ ♦ Milestone	11A -	Main Terminal Ticket Level Interior Refurbishment Proj. #6475-19 *Remaining	

Start Date: 14-Feb-19	Summary Actual Work	TIA - Main Terminal Ticket Level Interior Refurbishment Proj. #6475-19
Finish Date: 08-Feb-21	▲ Remaining Work  ♦ Milestone	*Domoining
Data Date: 14-Feb-19		*Remaining
Run Date: 21-Jan-19	Critical Remaining Work Remaining	Page 3 of 3
(c) Primavera Systems, Inc.		



### FEE SUMMARY

			Projec	t Fee Proposal - Summ	ary Sheet							
	HCAA Project Number 6475 19											
	1/17/2019											
	Tampa International Airport - Main Terminal Ticket Level Interior Refurbishment											
				30%	60%	90%	Permitting	Final	Part 1	Part 2	Combined	
Design	Services Summary Sheet			Schematic	Design Dev.	Const. Docs	Bid and GMP	Const. Docs	Total	Construct Admin	Total	
4-1 -	L DPR	Pre-Construction Services		\$ 23,201	\$ 29,576	\$ 13,271	\$ 37,277	\$ 2,981	\$ 106,306		\$ 106,306	
2	Gresham Smith	Architecture, Interior Design, Wayfinding, Design Management		\$ 118,855	\$ 119,624	\$ 132,421	\$ 34,449	\$ 52,645	\$ 457,994	\$ 207,131	\$ 665,125	
	3 TLC Engineering for Architecture	Technology / I.T.		\$ 6,122	\$ 4,143	\$ 4,061	\$ 1,062	\$ 1,024	\$ 16,412	\$ 4,110	\$ 20,522	
4	VoltAir Consulting Engineers Inc	Mechanical, Electrical (Power + Lighting), Fire Protection, Fire Alarm, Plumbing	W/MBE	\$ 24,873	\$ 30,461	\$ 25,418	\$ 3,342	\$ 15,551	\$ 99,645	\$ 32,092	\$ 131,737	
	5											
e	5											
-	7											
٤	3											
9	9											
10												
			Sub-Total	\$ 173,051	\$ 183,804	\$ 175,171	\$ 76,130	\$ 72,201	\$ 680,357	\$ 243,332	\$ 923,689	

nbursable Services + Expenses Summary	able Services + Expenses Summary									Part 2		Total
	Reprographic Serivces / Travel / Lodging, Car Rental / Shipping / Postage							\$	36,948		\$	36,948
11 Reimbursable Expenses	etc. (Amount remaining after Part 1 rolls over to Part 2)											
12 Reimbursable Expenses	City of Tampa Permit Fees (Estimate)							\$	7,500		\$	7,500
13 Reimbursable Expenses	Asbestos Survey Allowance									\$ 10,000	\$	10,000
14 Gresham Smith	Presentation Renderings/Animations Reimbursable Services							\$	15,000		\$	15,000
15 Gresham Smith	Structural Engineering Reimbursable Services							\$	10,000		\$	10,000
16 Hillsborough County Aviation Authoirty	Owner's Contingency							\$	50,000		\$	50,000
17												
18												
19												
20												
							•	Ś	119,448	\$ 10,000	Ś	129.448

Total Design and Reimbursable Expenses	Part 1	Part 2	Total
	\$ 799,805	\$ 253,332	\$ 1,053,137

otal W/MBE Design Services		30%	60%	90% Permitting		Final		Construction	Total W/MBE
		Schematic	Design Dev.	Const. Docs	Bid and GMP	Const. Docs		Administration	Incl Reimb'l
W/r	MBE Total	\$ 24,873	\$ 30,461	\$ 25,418	\$ 3,342	\$ 15,551		\$ 32,092	\$ 131,737
	W/MBE %	14.4%	16.6%	14.5%	4.4%	21.5%		13.2%	12.5%

			Project	t Fee Proposal - DP	R - Summary She	et									
		Tampa	International Air	oort - Main Termin	al Ticket Level Inte	erior Refurbishment									
	HCAA Project Number 6475 19														
	HCAA Project Number 64/5 19 1/17/2019														
			30%	60%	90%	Permitting	Final	Construction							
<b>Design Services</b>	Summary Sheet		Schematic	Design Develop	Const. Docs	Bid & GMP	CDs	Administration	Total						
DPR - Pre-Const	truction		\$ 23,201	\$ 29,576	\$ 13,271	\$ 37,277	\$ 2,981	\$-	\$ 106,306						

#### 30% Schematic Design

						Proposal - DPR								
				Tampa Internationa			Interior Refurbis	nment						
						Number 6475 19								
						/2019								
0% Design Development	Project Director	Sr. Estimator	Estimator	Project Manager	Superintendent	Scheduler	Accountant	Marketing	Position	Position	Position	Position	Position	Total
Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	ļ
Project Kick-off Meeting (w HCAA & Internal)	8	8	0	2	0	1	0	0						19
Weekly Team Meetings (HCAA & Internal)	20	10	0	0	0	0	0	0						30
On-Site Investigations	0	2	2	2	2	0	0	0						8
Constructability Review	8	0	0	0	2	0	0	0						10
Logistics & Phasing Development	6	0	0	4	4	0	0	0						14
Schedule Development & Production	4	0	0	2	0	4	0	0						10
8 Compile Documentation & Submit Billing	0	0	0	0	0	0	6	0						6
7 QA/QC of 30% Deliverable	2	4	0	0	0	0	0	0						6
B Estimate @ 30% SD	12	24	0	0	0	0	0	0						36
)														0
.0														0
1														0
2														0
3														0
4														0
.5														0
.6														0
.7														0
.8														0
.9														0
20														0
21	11													0
2														0
3														0
4														0
25	11	1												0
26	11	1												0
Subtotal Ho	urs 60.00	48.00	2.00	10.00	8.00	5.00	6.00	-	-	-	-	-	-	139
Direct Labor (Raw Billing R	ate) \$ 80	\$ 85	\$ 38	\$ 54			\$ 36	\$ 35	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	
Subtotal Direct La									\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,54
Billing Multip			• •	•	•	•				• •	• •	30% SD	Phase - Total Fee	\$ 23,20
Approx No. Full Time Employee	es 0.173	0.138	0.006	0.029	0.023	0.014	0.017	0.000	0.000	0.000	0.00	0.00	0.000	0.401
Approx. Phase of Work Duration (mon				•					•			•	•	

## 60% Design Development

							Proposal - DPR								
				Ta	mpa International	Airport - Main Terr	minal Ticket Leve	Interior Refurbis	nment						
							Number 6475 19								
							/2019								
60%	6 Design Development	Project Director	Sr. Estimator	Estimator	, ,	Superintendent	Scheduler	Accountant	Marketing	Position	Position	Position	Position	Position	Total
	Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1	Weekly Team Meetings (HCAA & Internal)	16	24	0	0	0	0	0	0						40
2	On-Site Investigations	0	2	2	0	2	0	0	0						6
3	Constructability Review	8	0	0	4	4	0	0	0						16
4	Logistics & Phasing Development	6	0	0	8	8	0	0	0						22
5	Schedule Development & Production	8	4	0	0	4	4	0	0						20
6	QA/QC of 60% Deliverable	4	4	4	0	0	0	0	0						12
7	Contractor Outreach & WMBE Outreach	4	0	14	0	0	0	0	8						26
8	Compile Documentation & Submit Billing	0	0	0	0	0	0	6	0						6
9	LEAF Program Bid Doc Prep	1	2	0	0	0	0	0	0						3
10	Estimate @ 60% SD	6	24	24	0	0	0	0	0						54
11															0
12															0
13															0
14															0
15															0
16															0
17															0
18															0
19															0
20															0
21															0
22															0
23															0
24															0
25															0
26															0
27															0
	Subtotal Hour	s 53.00	60.00	44.00			4.00				-	-	-	-	205
	Direct Labor (Raw Billing Rate												\$ 1	\$ 1	
	Subtotal Direct Labo		\$ 5,074	\$ 1,650	\$ 645	\$ 1,013	\$ 338	\$ 216	\$ 281	\$ -	\$-	\$ -	\$ -	\$ -	\$ 13,44
	Billing Multiplie													Phase - Total Fee	
	Approx No. Full Time Employees	0.153	0.173	0.127	0.035	0.052	0.012	0.017	0.023	0.000	0.000	0.00	0.000	0.000	0.591
	Approx. Phase of Work Duration (months	5) 2													

#### 90% Construction Documents

						Proposal - DPR								
			1	lampa Internationa				shment						
						Number 6475 19								
					· · · · · ·	7/2019								
0% Construction Documents	Project Director	Sr. Estimator	Estimator	Project Manager	Superintendent	Scheduler	Accountant	Marketing	Position	Position	Position	Position	Position	Total
Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	L
Weekly Team Meetings (HCAA & Internal)	20	30	0	0	0	0	0	0						50
On-Site Investigations	0	2	2	0	2	0	0	0						6
Constructability Review	0	0	0	0	0	0	0	0						0
Logistics & Phasing Development	2	0	0	2	2	0	0	0						6
Schedule Development & Production	0	0	0	0	0	2	0	0						2
QA/QC of 90% Deliverable	0	2	12	0	0	0	0	0						14
Compile Documentation & Submit Billing	0	0	0	0	0	0	6	0						6
LEAF Program Bid Doc Prep	0	1	2	0	0	0	0	0						3
														0
														0
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														0
														0
Subtotal Hour		35.00	16.00			2.00	6.00	-	-	-	-	-	-	87
Direct Labor (Raw Billing Rate				\$ 54		\$ 85			\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	1
Subtotal Direct Labo		\$ 2,960	\$ 600	\$ 108	\$ 225	\$ 169	\$ 216	\$-	\$-	\$ -	\$ .	\$ -	\$-	\$ (
Billing Multiplie													Phase - Total Fee	
Approx No. Full Time Employees	0.063	0.101	0.046	0.006	0.012	0.006	0.017	0.000	0.000	0.000	0.00	0.00	0.000	0.251
Approx. Phase of Work Duration (month	s) 2													

### City of Tampa Plan Review

						Project Fee Propo									
				Tampa	International Airpo	ort - Main Termina	l Ticket Level Inte	rior Refurbishme	nt						
					ŀ	ICAA Project Numb									
						1/17/201									
Cit	y of Tampa Plan Review	Project Director	Sr. Estimator	Estimator	Project Manager	Superintendent	Scheduler	Accountant	Marketing	Position	Position	Position	Position	Position	Total
	Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1	Prep Building Permit Application	0	0	0	2	0	0	0	0						2
2	Contractor Outreach & WMBE Outreach	1	2	2	2	0	0	0	0						7
3	Coordinate & Prep Invitations to Bid with Bid Documents	4	12	12	6	6	0	0	0						40
1	Pre-Bid Site Walk	2	4	4	2	2	0	0	0						14
5	Pre-Bid RFI Administration	0	4	10	0	0	0	0	0						14
6	Bid Tabulation & Scope Clarification	8	20	32	0	0	0	0	0						60
7	Permit Comments / 100% CD's Issuance & Confirmation	0	0	16	0	0	0	0	0						16
8	GMP Development	18	40	24	4	4	4	0	0						94
9	GMP Presentation	8	8	0	4	4	0	0	0						24
10															0
11															0
12															0
13															0
14															0
15															0
16															0
17															0
18															0
19															0
20															0
21															0
22					1										0
23															0
24															0
25															0
26															0
27															0
- /	Subtotal Hour	s 41.00	90.00	100.00	20.00	16.00	4.00	-	-	-	-	-	-	-	271
	Direct Labor (Raw Billing Rate		\$ 85										Ś 1	Ś 1	
	Subtotal Direct Labo		\$ 7,610							\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,9
	Billing Multiplie		, .,	.,						L '	GMP Developm	nent & City of Tar	npa Plan Review	Phase - Total Fee	
	Approx No. Full Time Employees		0.260	0.28	0.058	0.046	0.012	0.000	0.000	0.000					0.782
	Approx. Phase of Work Duration (month				,										

#### Final Construction Documents

						Project Fe	e Proposal - DPF								
-					Tampa Internation				rbishment						
							ct Number 8225								
							/17/2019								
Fin	al Construction Documents	Project Director	Sr. Estimator	Estimator	Project Manager	Superintendent	Scheduler	Accountant	Marketing	Position	Position	Position	Position	Position	Total
	Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1	Weekly Team Meetings (HCAA & Internal)	4	8	0	4	0	0	0	0						16
2	Compile Documentation & Submit Billing	0	0	0	0	0	0	4	0						4
3															0
4															0
5															0
6															0
7															0
8															0
9															0
10															0
11															0
12															0
13															0
14															0
15															0
16															0
17															0
18															0
19															0
20															0
21															0
22															0
23															0
24															0
25															0
26															0
	Subtotal Hours	4.00	8.00	-	4.00	-	-	4.00	-	-	-	-	-	-	20
	Direct Labor (Raw Billing Rate)	\$ 80	\$ 85	\$ 38	\$ 54	\$ 56	\$ 85	\$ 36	\$ 35	5 \$ 1	\$ 1	\$ 1	\$ 1	\$ 1	
	Subtotal Direct Labor		\$ 676	\$-	\$ 215	\$ -	\$ -	\$ 144	\$	- \$ -	\$	\$	\$ -	\$ -	\$ 1,355
	Billing Multiplier	2.20			•	•		•	•	•	•	Final Constru	ction Documents	Phase - Total Fee	\$ 2,981
	Approx No. Full Time Employees	0.023	0.046	0.000	0.023	0.000	0.000	0.023	0.00	0.00	0.00	0.00	0.00	0.000	0.115
	Approx. Phase of Work Duration (months)	) 1	•												

Project Fee Proposal	- Gres	sham Smith - Proje	ect Management, Ar	rchit	tecture, Interior D	Design, Graphics Sun	nmary Sheet						
Tar	npa li	nternational Airpo	ort - Main Terminal T	Ticke	et Level Interior F	Refurbishment							
HCAA Project Number 6475 19													
			1/17/2019										
		30%	60%		90%	Permitting	Final	Construction					
Design Services Summary Sheet		Schematic	Design Dev.		Const. Docs	Bid & GMP	CDs	Administration		Total			
GS&P - Project Management, Architecture, ID, Signage	ç	\$ 118,855	\$ 119,624	\$	132,421	\$ 34,449	\$ 52,645	\$ 207,131	\$	665,125			

#### 30% Schematic Design

				Project Fee	Proposal - Gresham	Smith - Project N	1anagement, Archit	ecture, Interior Desig	n, Graphics Sum	nary Sheet					
					Tampa Intern	ational Airport - I	Main Terminal Tick	et Level Interior Refur	bishment						
						HCAA	Project Number 64	75 19							
							1/17/2019								
30%	Schematic Design	Project Executive	Project Manager	Project Architect	Intern Architect	Snr. Int. Des.	Interior Des.	Env. Graphics PM	Snr. Env. Graphics	Env. Graphics Designer	Snr. Structural Engineer EGD	Senior Architect	PM Assist.	Admin. Assist	Total
	Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1	Schematic Plan + Elevation Development	16	16	24	20	10	20								106
2	Develop Existing Condition Plans		8	20	40		20								88
3	BIM 3-D Modelling / Management			20	40	8	20								88
4	Progress Renderings / Exhibits				40	8	8								56
5	Outline Technical Specifications		12	20		8	8					8		8	64
6	Design Team Coordination / Meetings	8	8	24	24	8	8								80
7	Code Analysis / Code Coordination			16	8							4			28
8	QA/QC Reviews	4		4	4	2	4					8			26
9	Cost Estimate Coordination	4	6	4		4									18
10	Draft Schematic Package Submittal			16	16	8	8							10	58
11	Incorporate HCAA Comments			8	8	4	8								28
12	Final Schematic Package Submittal		4	8	16	4	8					4		6	50
13	Prep for HCAA Coord'n Mtgs	32	32	16		8	16								104
14	Owner Mtgs/Presentations	24	24			8									56
15	Project Design Management		32												32
16	Project Financial Administration		16										16		32
17	Subconsultant Agreements / Tracking	4	24										24		52
18	Correspondence & Communications	8	16	16		4	8								52
19															0
20															0
21															0
22															0
23															0
24															0
25															0
26															0
	Subtotal Hour	s 100.00	198.00	196.00	216.00	84.00	136.00		-	-	-	24.00	40.00	24.00	1018
	Direct Labor (Raw Billing Rate		\$ 39	\$ 38		\$ 50			\$ 48	\$ 45	\$ 88	\$ 60	\$ 35		
	Subtotal Direct Labo		\$ 7,805	\$ 7,350	\$ 5,193	\$ 4,240	\$ 3,989	\$ -	\$ -	\$ -	\$ -	\$ 1,442			
	Billing Multiplie												, i i i i i i i i i i i i i i i i i i i	Phase - Total Fee	
	Approx No. Full Time Employees	0.288	0.571	0.565	0.623	0.242	0.392	0.000	0.00	0.000	0.000	0.069	0.115	0.069	2.937
1	Approx. Phase of Work Duration (months	5) 2						-							

## 60% Design Development

				Project Fee Pr	oposal - Gresham S					mmary Sheet					
					Tampa Interna			et Level Interior Re	furbishment						
						HCAA P	roject Number 64	75 19							
							1/17/2019								
60%	Design Development	Project Executive	Project Manager	Project Architect	Intern Architect	Snr. Int. Des.	Interior Des.	Env. Graphics PM	Snr. Env. Graphics	Env. Graphics Designer	Snr. Structural Engineer EGD	Senior Architect	PM Assist.	Admin. Assist	Total
	Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1	Design Team Coordination / Meetings	8	16	24	20	12	12								92
2	Design Development Plans			16	24	12	32								84
3	DD Elevations & Sections			16	2	8	16								42
4	DD Details & Schedules			16	24	8	8								56
5	Phasing Plans	8	12	16	16										52
6	BIM 3-D Modelling / Management			8	24		12								44
7	Progress Renderings / Exhibits	8			24	8	12								52
8	60% Technical Specifications		12	16		8	16					12		12	76
9	Code Coordination			12	16							4			32
10	QA/QC Reviews	4		8		4	8					8			32
11	Draft DD Package Submittal			16	12	4	8							8	48
12	Incorporate HCAA Comments			4	8	4	8								24
13	Final DD Package Submittal		4	16	16	4	8					4		4	56
14	Cost Estimate Coordination	4	8	8		4	4								28
15	Prep For Owner Mtgs/Presentations	32	32	12		8	8								92
16	Owner Mtgs/Presentations	24	24			8									56
17	Project Design Management		24												24
18	Project Financial Administration		16										16		32
19	Project Tracking		24										24		48
20	Correspondence & Communications	8	16	8		8	8								48
21															0
22															0
23															0
24															0
25			İ												0
26															0
	Subtotal Hours	s 96.00	188.00	196.00	186.00	100.00	160.00	-	-	-	-	28.00	40.00	24.00	1018
	Direct Labor (Raw Billing Rate	)\$ 92	\$ 39	\$ 38	\$ 24	\$ 50	\$ 29	\$ 51	\$ 48	\$ 45	\$ 88	\$ 60	\$ 35	\$ 28	
	Subtotal Direct Labo		\$ 7,411	\$ 7,350	\$ 4,471	\$ 5,048	\$ 4,693	\$-	\$ -	\$ -	\$ -	\$ 1,683	\$ 1,385	\$ 681	\$ 41,583
	Billing Multiplie	r 2.88										60% Desig	n Development	Phase - Total Fee	\$ 119,624
	Approx No. Full Time Employees	0.277	0.542	0.565	0.537	0.288	0.462	0.000	0.000	0.000	0.000	0.081	0.115	0.069	2.937
í	Approx. Phase of Work Duration (months	5) 2			•	-	•				•			•	

#### 90% Construction Documents

			Project Fee Pro	oposal - Gresham Sr					ummary Sheet					
				Tampa Internat			t Level Interior Re	furbishment						
					HCAA Pr	oject Number 64	75 19							
						1/17/2019								
90% Construction Documents	Project Executive	Project Manager	Project Architect	Intern Architect	Snr. Int. Des.	Interior Des.	Env. Graphics PM	Snr. Env. Graphics	Env. Graphics Designer	Snr. Structural Engineer	Senior Architect	PM Assist.	Admin. Assist	Total
Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1 Design Team Coordination / Meetings	8	8	32	40	8	12								108
2 90% CD Plans			40	40	8	16								104
3 90% CD Elevations & Sections			40	40	8	16								104
4 90% CD Details & Schedules			40	40	8	16								104
5 BIM 3-D Modelling / Management			16	40		16								72
6 Progress Renderings / Exhibits				32	8	12								52
7 90% Technical Specifications		16	16		8	16					24		16	96
8 Div 1 / General Conds Coord w/ HCAA		8									24			32
9 Code Coordination			8								8			16
10 QA/QC Reviews	4	8	12	12	4	8					12			60
11 Draft 90% Package Submittal			8	32	4	16					8		8	76
12 Incorporate HCAA Comments			4	16	4	8								32
13 Final 90% Package Submittal		4	8	32	4	16					4		4	72
14 Cost Estimate Coordination	4	4	8		4	8								28
15 Prep For Owner Mtgs/Presentations	24	32		16	6	12								90
16 Owner Mtgs/Presentations	12	24			6									42
17 Project Design Management		24												24
18 Project Financial Administration		16										16		32
19 Project Tracking		24										24		48
20 Correspondence & Communications	6	12			8	8								34
21														0
22														0
23														0
24														0
25		1				İ				1	1 1		1	0
26		1				İ				1	1 1		1	0
Subtotal Hou	rs 58.00	180.00	232.00	340.00	88.00	180.00	-	-	-	-	80.00	40.00	28.00	1226
Direct Labor (Raw Billing Rate			Ś 38					Ś 48	s \$ 45	Ś 88	\$ 60			
Subtotal Direct Labo	- / ·							\$ -		\$ -	\$ 4.808			\$ 46,03
Billing Multiplie			. 3,700		.,								Phase - Total Fee	
Approx No. Full Time Employees			0.669	0.981	0.254	0.519	0.000	0.00	0.000	0.00		0.115		3.537
Approx. Phase of Work Duration (month		0.515	0.005	5.501	0.204	0.515	0.000	5.00	5.000	5.000	5.251	0.110	0.001	5.557

# City of Tampa Plan Review

				Project Fee Pro	oposal - Gresham Sr	nith - Project Mar	agement, Archit	ecture, Interior De	sign, Graphics Su	ummary Sheet					
					Tampa Internat	ional Airport - Ma	in Terminal Ticke	t Level Interior Re	furbishment						
						HCAA Pr	oject Number 64	75 19							
							1/17/2019								
City	of Tampa Plan Review	Project Executive	Project Manager	Project Architect	Intern Architect	Snr. Int. Des.	Interior Des.	Env. Graphics PM	Snr. Env. Graphics	Env. Graphics Designer	Snr. Structural Engineer	Senior Architect	PM Assist.	Admin. Assist	Total
	Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1	COT Review Meetings	4	8	8								4			24
2	COT Plan Review Package			12	12	2	4								30
3	COT Plan Review Application			4											4
4	COT Review Comments	2	4	12	16	2	4					4			44
5	COT Resubmission			4	12	4	8								28
6	Project Design Management		8												8
7	Project Financial Administration		8										12		20
8	Distribute / Track Bid Documents			4	8										8
9	Pre-Bid Conference	2	4	4		4									14
10	Prepare Responses To RFI's			8	8	8	8								32
11	Subconsultant Coordination			12	12										24
12	Collate Subconsultant RFI Responses			4	8										12
13	Issue Addenda To Bidders			12	8										20
14	HCAA Meetings	8	8												0
15	Correspondence & Communications	4	12	8											0
16															0
17															0
18															0
19															0
20															0
21															0
22															0
23															0
24															0
25															0
26															0
	Subtotal Hours	s 20.00	52.00	92.00	84.00	20.00	24.00	-	-	-	-	8.00	12.00	-	268
	Direct Labor (Raw Billing Rate			\$ 38		\$ 50			\$ 48	\$ 45					
	Subtotal Direct Labo		\$ 2,050	\$ 3,450	\$ 2,019	\$ 1,010	\$ 704	\$ -	\$-	- \$ -	\$-	\$ 481	\$ 415	\$ -	\$ 11,975
	Billing Multiplie	r 2.88									City o	of Tampa Plan Revi	ew / Bid & GMP	Phase - Total Fee	\$ 34,449
	Approx No. Full Time Employees	0.058	0.150	0.265	0.242	0.058	0.069	0.000	0.000	0.000	0.000	0.023	0.035	0.000	0.900
	Approx. Phase of Work Duration (months	) 2													

#### Final Construction Documents

				Project Fee Pro	oposal - Gresham Sr	nith - Project Mai	nagement, Archite	ecture, Interior De	sign, Graphics Su	ummary Sheet					
								t Level Interior Ref							
						HCAA Pr	oject Number 64	75 19							
							1/17/2019								
Fina	l Construction Documents	Project Executive	Project Architect	Project Architect	Intern Architect	Snr. Int. Des.	Interior Des.	Env. Graphics PM	Snr. Env. Graphics	Env. Graphics Designer	Snr. Structural Engineer	Senior Architect	PM Assist.	Admin. Assist	Total
	Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1	Design Team Coordination / Meetings	4	4	4	8	4	8								32
2	Final CD Plans			12	16	6	12								46
3	Final CD Elevations & Sections			12	16	6	12								46
4	Final CD Details & Schedules			12	16	6	12								46
5	BIM 3-D Modelling / Management				16		12								28
6	Progress Renderings / Exhibits														0
7	Final CD Technical Specifications		8	12		4	8					12		8	52
	Final Div 1 / General Conds		8									12			20
9	Final Code Coordination / Life Safety			4								2			6
10	QA/QC Reviews		4	8	4	4	4								24
11	Final CD Package Submittal		4	8	12	4	4							2	34
12	Cost Estimate Coordination	2	4	8		4	8					2			28
13	Prep For Mtgs/Presentations	8	8	4											20
14	Owner Mtgs/Presentations	4	4			4									12
15	Project Design Management		12												12
16	Project Financial Administration		12										16		28
17	Project Tracking		12										12		24
18	Correspondence & Communications		8	8		4									20
19															0
20															0
21															0
22															0
23															0
24															0
25															0
26															0
	Subtotal Hours	s 18.00	88.00	92.00	88.00	46.00	80.00	-	-	-	-	28.00	28.00	10.00	478
	Direct Labor (Raw Billing Rate	) \$ 92	\$ 39	\$ 38	\$ 24	\$ 50	\$ 29	\$ 51	\$ 48	\$ 45	\$ 88	\$ 60	\$ 35	\$ 28	
	Subtotal Direct Labo	r \$ 1,662	\$ 3,469	\$ 3,450	\$ 2,116	\$ 2,322	\$ 2,346	\$-	\$-	\$-	\$-	\$ 1,683	\$ 969	\$ 284	\$ 18,300
	Billing Multiplie	r 2.88										Final Construct	ion Documents	Phase - Total Fee	\$ 52,645
	Approx No. Full Time Employees	0.104	0.508	0.531	0.508	0.265	0.462	0.000	0.00	0.000	0.000	0.162	0.162	0.058	2.758
ſ	Approx. Phase of Work Duration (months	) 1													

### Construction Administration

				Project Fee P	Proposal - Gresham					nmary Sheet					
					Tampa Intern	ational Airport - Ma			urbishment						
						HCAA Pr	oject Number 647	75 19							
							1/17/2019								
Constructi	ion Administration	Project Executive	Project Manager	Project Architect	Intern Architect	Snr. Int. Des.	Interior Des.	Env. Graphics PM	Snr. Env. Graphics	Env. Graphics Designer	Snr. Structural Engineer	Senior Architect	PM Assist.	Admin. Assist	Total
	Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1 Gene	eral Contractor Meetings	8	40	40		16									104
2 Site V	Visits + Observation Reports			160		24	40								224
	kly OAC Meetings	16	24	90		32									162
	nittal Login & Distribution													240	240
	uct Data Submittal Reviews			16		16									32
6 Shop	Drawing Submittal Reviews			32	80	16	40								168
7 RFI Lo	og-in + Distribution													180	180
	lesponses			64	120	8	24								216
	Preparation			40	96		32								168
	nge Order reviews	4	16												20
	Application Reviews		48												48
12 Puncl				64		32									96
	tantial completion documents		8	8		4									20
	Completion site visits			8		4									12
	ect Close-out/ Record drawings		8	24	48		16								96
	gn Team Management	8	80												88
17 Proje	ect Financial Administration		100										90		190
18															0
19															0
20															0
21															0
22															0
23															0
24															0
25															0
26															0
	Subtotal Hour			546.00		152.00		-	-	-	-	-	90.00		2064
	Direct Labor (Raw Billing Rate														
	Subtotal Direct Labo			\$ 20,475	\$ 8,270	\$ 7,673	\$ 4,458	\$-	\$ -	\$ -	\$ -		\$ 3,116		
	Billing Multiplie													ration - Total Fee	÷ _0:)=0=
	Approx No. Full Time Employees	0.019		0.286	0.180	0.080	0.080	0.000	0.000	0.000	0.000	0.000	0.047	0.220	1.083
A	Approx. Phase of Work Duration (monthe	5) 11	L												

# FEE SUMMARY

		Projec	t Fee Proposal - TL	C - Summary Shee	et									
	Tampa	International Airp	oort - Main Termin	al Ticket Level Inte	erior Refurbishment									
HCAA Project Number 6475 19														
			1/17/20	)19										
		30%	60%	90%	Permitting	Final	Construction							
Design Services Summary Sheet		Schematic	Design Develop	Const. Docs	Bid & GMP	CDs	Administration	Total						
TLC - Technology		\$ 6,122	\$ 4,143	\$ 4,061	\$ 1,062	\$ 1,024	\$ 4,110	\$ 20,522						

### 30% Schematic Design

							t Fee Proposal - TL								
					Tampa Internati	ional Airport - Ma	in Terminal Ticket	evel Interior Re	furbishment						
						HCAA Pr	oject Number 6475	5 19							
							1/17/2019								
30%	6 Design Development	Joseph Mousa	John Gutierez	Greg McClive	Taw North	Mandy Missal	Santiago Beron	Position	Position	Position	Position	Position	Position	Position	Total
	Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1	Kick off Meeting						2								2
2	Project Meetings						10								10
3	Survey of existing conditions		6				2								8
4	Plans Drafting	4		10			2								16
5	Narrative					1	2								3
6	QA/QC				1										1
7	Final Deliverable			2		1									3
8															0
9															0
10															0
11															0
12															0
13															0
14															0
15															0
16															0
17															0
18															0
19															0
20															0
21															0
22															0
23										_					0
24															0
25															0
26															0
	Subtotal Hours			12.00		2.00		-	-	-	-	-	-	-	43
	Direct Labor (Raw Billing Rate)											Ŧ	τ Ψ	1 \$ 1	
	Subtotal Direct Labor		\$ 200	\$ 349	\$ 72	\$ 48	\$ 1,164	\$ -	\$	- \$	\$ -	\$	- \$	- \$ -	\$ 1,968
	Billing Multiplier													% Phase - Total Fee	
	Approx No. Full Time Employees	0.012	0.017	0.035	0.003	0.006	0.052	0.000	0.00	0.00	0.00	0.0	0.0	00 0.000	0.124
	Approx. Phase of Work Duration (months)	) 2													

### 60% Design Development

						Proje	t Fee Proposal - TL	С							
					Tampa Internati	ional Airport - Ma	in Terminal Ticket	Level Interior Re	furbishment						
						HCAA PI	oject Number 6475	5 19							
							1/17/2019								
60%	Design Development	Joseph Mousa	John Gutierez	Greg McClive	Taw North	Mandy Missal	Santiago Beron	Position	Position	Position	Position	Position	Position	Position	Total
	Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1	Kick off Meeting						2								2
2	Project Meetings						8								8
3	Survey of existing conditions		3				1								4
	Plans Drafting and comments review	2		5											7
5	Narrative and Specs					2	2								4
6	QA/QC				1										1
7	Final Deliverable			2											2
8															0
9															0
10															0
11															0
12															0
13															0
14															0
15															0
16															0
17															0
18															0
19															0
20															0
21															0
22															0
23															0
24															0
25															0
26															0
	Subtotal Hours	2.00	3.00	7.00	1.00	2.00	13.00	-	-	-	-	-	-	-	28
	Direct Labor (Raw Billing Rate)	\$ 34	\$ 33	\$ 29	\$ 72	\$ 24	\$ 65	\$ 1	\$ 1	\$ 1	\$ 1	\$	1\$1	\$ 1	
	Subtotal Direct Labor	\$ 67	\$ 100	\$ 204	\$ 72	\$ 48	\$ 841	\$-	\$ -	\$ -	\$ -	\$	- \$ .	\$ -	\$ 1,332
	Billing Multiplier	3.11											60%	Phase - Total Fee	\$ 4,143
	Approx No. Full Time Employees	0.006	0.009	0.020	0.003	0.006	0.038	0.000	0.00	0.00	0.00	0.00	00.00	0.000	0.081
í —	Approx. Phase of Work Duration (months)									•	•				

#### 90% Construction Documents

						Projec	t Fee Proposal - TI	.C							
					Tampa Internat	ional Airport - Ma	in Terminal Ticket	Level Interior Re	furbishment						
						HCAA Pr	oject Number 647	5 19							
							1/17/2019								
90%	6 Construction Documents	Joseph Mousa	John Gutierez	Greg McClive	Taw North	Mandy Missal	Santiago Beron	Position	Position	Position	Position	Position	Position	Position	Total
	Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1	Kick off Meeting						1								1
2	Project Meetings						10								10
3	Plans Drafting and comments review	2	4	6											12
	Specs drafting					1	1								2
5	QA/QC				1										1
6	Final Deliverable			2											2
7															0
8															0
9															0
10															0
11															0
12															0
13															0
14															0
15															0
16															0
17															0
18															0
19															0
20															0
21															0
22															0
23															0
24															0
25									1						0
26															0
	Subtotal Hours	2.00	4.00	8.00	1.00	1.00	12.00	-	-	-	-	-	-	-	28
	Direct Labor (Raw Billing Rate)			\$ 29				\$ 1	\$ 1		\$ 1	Ś		\$ 1	
	Subtotal Direct Labor							\$ -	\$ -		\$ -	\$	- \$ -	\$ -	\$ 1,30
	Billing Multiplier									• •		• ·	90%	Phase - Total Fee	
	Approx No. Full Time Employees	0.006	0.012	0.023	0.003	0.003	0.035	0.00	0.00	0.000	0.00	0.00			0.081
	Approx. Phase of Work Duration (months)	2,000	21012	0.025	5.005	21000	2.000	5.000	0.00	5.000	5.00		0.000	21000	

# City of Tampa Plan Review

					Proje	ct Fee Proposal - TL	С							
				Tampa Internat	ional Airport - Ma	in Terminal Ticket	Level Interior Re	furbishment						
					HCAA PI	oject Number 647	5 19							
						1/17/2019								
City of Tampa Plan Review	Joseph Mousa	John Gutierez	Greg McClive	Taw North	Mandy Missal	Santiago Beron	Position	Position	Position	Position	Position	Position	Position	Total
Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1 Mark up from previous phase	1		2											3
2 Preparation of permit set			1			1								2
3 Response to Building comments	1	1												2
Response to bid RFIs					1	1								2
5														0
5														0
7														0
8														0
9														0
10														0
11														0
12														0
13														0
14														0
15														0
16														0
17														0
18														0
19														0
20														0
21														0
22														0
23									1			1		0
24														0
25														0
26						1			1			1		0
Subtotal Hours	5 2.00	1.00	3.00	-	1.00	2.00	-	-	-	-	-	-	-	9
Direct Labor (Raw Billing Rate	) \$ 34	\$ 33	\$ 29	\$ 72	\$ 24	\$ 65	\$ 1	\$ 1	\$ 1	\$ 1	\$	1 \$ 1	\$ 1	
Subtotal Direct Labo					\$ 24		\$ -						\$ -	\$ 34
Billing Multiplier	r 3.11				•			•		•		Permitt	Phase - Total Fee	\$ 1,00
Approx No. Full Time Employees	0.006	0.003	0.009	0.000	0.003	0.006	0.000	0.00	0.00	0.00	0.00			
Approx. Phase of Work Duration (months)				•					•	·		•		

#### Final Construction Documents

							t Fee Proposal - T								
					Tampa Internat	ional Airport - Ma	in Terminal Ticket	Level Interior Re	furbishment						
						HCAA Pr	oject Number 647	5 19							
							1/17/2019								
Fina	al Construction Documents	Joseph Mousa	John Gutierez	Greg McClive	Taw North	Mandy Missal	Santiago Beron	Position	Position	Position	Position	Position	Position	Position	Total
	Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
L	Project Meetings						2								2
2	Plans Drafting and comments review			2											2
3	Specs drafting					1	1								2
Ļ	QA/QC														0
5	Final Deliverable			1		1									2
5															0
7															0
3															0
Э															0
10															0
11															0
12															0
13															0
14															0
15															0
16															0
17															0
18															0
19															0
20															0
21															0
22					1		1		1		1				0
23					1						1				0
24					1		1		1		1				0
25					1										0
26									1						0
	Subtotal Hours	-	-	3.00	-	2.00	3.00	-	-	-	-	-	-	-	8
	Direct Labor (Raw Billing Rate)		\$ 33	\$ 29		\$ 24	\$ 65	\$ 1	\$ 1	L\$ 1	\$ 1	\$	1 \$ 1	\$ 1	
	Subtotal Direct Labor		\$ -	\$ 87		\$ 48		\$ -				\$	- \$ -	\$ -	\$ 32
	Billing Multiplier				• •	•	•				• •	•	100%	Phase - Total Fee	\$ 1,02
	Approx No. Full Time Employees	0.000	0.000	0.017	0.000	0.012	0.017	0.00	0.00	0.00	0.00	0.0			0.046
	Approx. Phase of Work Duration (months)	1	2.000	0.017	5.000	5.012		5.000	0.00	0.00	0.00	0.0	0.00	2.000	

#### Construction Administration

					Proje	ect Fee Proposal - 1	"LC							
				Tampa Interna	ational Airport - N	lain Terminal Ticke	t Level Interior Re	furbishment						
					HCAA I	Project Number 64	75 19							
						1/17/2019								
Construction Administration	Joseph Mousa	John Gutierez	Greg McClive	Taw North	Mandy Missal	Santiago Beron	Position	Position	Position	Position	Position	Position	Position	Total
Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
L Shop drawings and RFIs	4	4			4	2								14
2 Addendums		2	3			1								6
8 Field Observations and Substantial Completion	n	4				6								10
Record Drawings			3											3
5														0
5														0
7														0
3														0
9														0
10														0
11														0
12														0
13														0
14														0
15														0
16														0
17														0
18														0
19														0
20														0
21														0
22														0
23														0
24														0
25														0
26														0
Subtotal Hour	s 4.00	10.00	6.00	-	4.00	9.00	-	-	-	-	-	-	-	33
Direct Labor (Raw Billing Rate							\$ 1		\$	Ś 1	Ś 1		Ś 1	
Subtotal Direct Labo					\$ 96				\$	\$ .			\$ -	\$ 1,32
Billing Multiplie				• •	•				• •		• •	CA	Phase - Total Fee	
Approx No. Full Time Employees			0.003	0.000	0.002	0.005	0.000	0.000	0.00	0 0.00	0.00			
Approx. Phase of Work Duration (months			5.005	5,000	5.002	2.005	51000	5.000	0.00	0.00	0.00	5.000	5.000	

_			Project	Fee Proposal - Volt	Air - Summary Sh	eet			
		Tampa	International Air	oort - Main Termin	al Ticket Level Inte	erior Refurbishment			
				HCAA Project Nun	nber 6475 19				
				1/17/20	)19				
			30%	60%	90%	Permitting	Final	Construction	
Design S	ervices Summary Sheet		Schematic	Design Develop	Const. Docs	Bid & GMP	CDs	Administration	Total
VoltAir -	Mechanical, Electrical (Lighting and Power)	, Fire Alarm and	\$ 24,873	\$ 30,461	\$ 25,418	\$ 3,342	\$ 15,551	\$ 32,092	\$ 131,737
Fire Prot	tection								

#### 30% Schematic Design

						Proiect Fee	Proposal - VoltAir								
				Ti	ampa Internationa	al Airport - Main T		el Interior Refurb	ishment						
							t Number 6475 19								
						1/	17/2019								
30%	6 Design Development	Principal	Electrical Director	Mechanical Director	Electrical EOR	Mechanical EOR	Electrical Engineer II	Mechanical Engineer II	Electrical Engineer I	Mechanical Engineer I	Senior Fire Protection	Administration Assistant	BIM Manager	Position	Total
	Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1	Weekly Design Meetings				12	8					12				32
2	Project Setup / Weekly Updates (BIM)												16		16
3	Site Investigations						4	4	16	16	16				56
4	Review HCAA Standards / Codes				2	2		4		4	6				18
5	Fire Protection Design			2		1				4	6				13
6	Fire Alarm Design		2		1		7		3						13
7	Lighting Design		2		1		7		3						13
8	HVAC Design			2		1		6		4					13
9	QAQC, Internal	2	4	4	1	1	1	1	1	1	1		4		21
10	QAQC, External w/ All Trades				4	4							4		12
11	HCAA Design Team Meetings/Presentations	4													4
12	HCAA Review Meetings	1			4	4					4				13
13	Specifications						3	3			3	6			15
14															0
15															0
16															0
17															0
18															0
19															0
20															0
21															0
22															0
23															0
24															0
25															0
26					-										0
	Subtotal Hours		8.00		25.00		22.00	18.00						-	239
	Direct Labor (Raw Billing Rate)				\$ 49										
	Subtotal Direct Labor		\$ 538	\$ 440	\$ 1,234	\$ 1,036	\$ 1,008	\$ 822	\$ 820	\$ 1,015	\$ 2,122	\$ 173			\$ 10,814
	Billing Multiplier											_		Phase - Total Fee	
	Approx No. Full Time Employees	0.020	0.023	0.023	0.072	0.061	0.063	0.052	0.066	0.084	0.138	3 0.017	0.069	0.000	0.689
1	Approx. Phase of Work Duration (months)	2													

# 60% Design Development

						Project Fee	Proposal - VoltAir								
				т	ampa Internation	al Airport - Main T		el Interior Refurb	ishment						
							t Number 6475 19								
							17/2019								
60%	% Design Development	Principal	Electrical Director	Mechanical Director	Electrical EOR	Mechanical EOR	Electrical Engineer II	Mechanical Engineer II	Electrical Engineer I	Mechanical Engineer I	Senior Fire Protection	Administration Assistant	BIM Manager	Position	Total
	Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1	Weekly Design Meetings				12	12					12				36
2	Project Setup / Weekly Updates (BIM)												16		16
3	Site Investigations								18	18	18				54
4	Review HCAA Standards / Codes														0
5	Fire Protection Design			2		2				18	6				28
6	Fire Alarm Design		2		2		8		8						20
7	Lighting Design		4		4		8		16						32
8	HVAC Design			2		2		8		8					20
9	QAQC, Internal	2	2	2	6	6	2	2	2	2	6		4		36
10	QAQC, External w/ All Trades				6	6							4		16
11	HCAA Design Team Meetings/Presentations				6	6									12
12	HCAA Review Meetings				6	6					4				16
13	Specifications						4	4			4	4			16
14															0
15															0
16															0
17															0
18															0
19															0
20															0
21		1								1		1			0
22						1									0
23															0
24															0
25															0
26		1								1		1			0
	Subtotal Hours	2.00	8.00	6.00	42.00	40.00	22.00	14.00	44.00	46.00	50.00	4.00	24.00	-	302
	Direct Labor (Raw Billing Rate)				\$ 49									\$ 1	
	Subtotal Direct Labor		\$ 538	\$ 330	\$ 2,073	\$ 1,974	\$ 1,008	\$ 640	\$ 1,569	\$ 1,610	\$ 2,210	\$ 115	\$ 1,005	\$ -	\$ 13,244
	Billing Multiplier													hase - Total Fee	
	Approx No. Full Time Employees	0.006	0.023	0.017	0.121	0.115	0.063	0.040	0.127	0.133	0.144	0.012	0.069	0.000	0.871
	Approx. Phase of Work Duration (months)	2													

#### 90% Construction Documents

					Project Fee	Proposal - VoltAir								
			Т	ampa Internation	al Airport - Main T	erminal Ticket Lev	el Interior Refurb	ishment						
					HCAA Projec	t Number 6475 19	Э							
					1/	17/2019								
90% Construction Documents	Principal	Electrical Director	Mechanical Director	Electrical EOR	Mechanical EOR	Electrical Engineer II	Mechanical Engineer II	Electrical Engineer I	Mechanical Engineer I	Senior Fire Protection	Administration Assistant	BIM Manager	Position	Total
Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1 Weekly Design Meetings				8	8			4	4	8				32
2 Project Setup / Weekly Updates (BIM)												16		16
3 Site Investigations								4	4	4				12
4 Review HCAA Standards / Codes														0
5 Fire Protection Design			2		2				12	16				32
6 Fire Alarm Design		2		2		8		10						22
7 Lighting Design		2		4		8		16						30
8 HVAC Design			2		2		7		12					23
9 QAQC, Internal	2	4	4	2	2	2	2	2	2	2		6		30
10 QAQC, External w/ All Trades				4	4							6		14
11 HCAA Design Team Meetings/Presentations	4													4
12 HCAA Review Meetings		2	2	4	4					4				16
13 Specifications						4	4			4	4			16
14														0
15														0
16														0
17														0
18														0
19														0
20														0
21														0
22														0
23														0
24														0
25														0
26														0
Subtotal Hour	s 6.00	10.00	10.00	24.00	22.00	22.00	13.00	36.00	34.00	38.00	4.00	28.00	-	247
Direct Labor (Raw Billing Rate	e) \$ 86	\$ 67	\$ 55	\$ 49	\$ 49	\$ 46	\$ 46	\$ 36	\$ 35	\$ 44	l \$ 29	\$ 42	\$ 1	
Subtotal Direct Labo	or\$ 514	\$ 673	\$ 550	\$ 1,184	\$ 1,086	\$ 1,008	\$ 594	\$ 1,284	\$ 1,190	\$ 1,680	\$ 115	\$ 1,173	\$-	\$ 11,0
Billing Multiplie	er 2.30			·							90% Constru	ction Documents	Phase - Total Fee	\$ 25,41
Approx No. Full Time Employees	0.017	0.029	0.029	0.069	0.063	0.063	0.038	0.104	0.098	0.11	0 0.012	0.081	0.000	0.713
Approx. Phase of Work Duration (month	5) 2													

# City of Tampa Plan Review

					Project Fee	Proposal - VoltA	ir							
				Tampa Internatio	nal Airport - Main 1			bishment						
						ct Number 6475								
					1	/17/2019								
City of Tampa Plan Review	Principal	Electrical Director	Mechanical Director	Electrical EOR	Mechanical EOR	Electrical Engineer II	Mechanical Engineer II	Electrical Engineer I	Mechanical Engineer I	Senior Fire Protection	Administration Assistant	BIM Manager	Position	Total
Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1 Meetings with COT (90%)				4	4					4				12
2 Permit Comment Corrections								2	2					4
3 Re-Sign and Seal				1	1									2
4 Review substitutions						1	1			2				4
5 Review VE Items						1	1							2
6 Assist to the Vet of Subcontractors				1	1									2
7 Answer Pre-Bid RFIs						2	2			2				6
8														0
9														0
10														0
11														0
12														0
13														0
14														0
15														0
16														0
17														0
18														0
19														0
20														0
21														0
22														0
23														0
24		1								1				0
25		1	1		1				1	1	1			0
26		1								1				0
Subtotal Hour	s -	-	-	6.00	6.00	4.00	4.00	2.00	2.00	8.00	-	-	-	32
Direct Labor (Raw Billing Rate		5 \$ 67												
Subtotal Direct Labor	1	- \$ -		\$ 296									\$ -	\$ 1,453
Billing Multiplie		)	Ŧ	+ 250	÷ 250	7 105	7 105	7 71	70	- 334		pa Plan Review P		
Approx No. Full Time Employees	0.00		0.000	0.017	0.017	0.012	0.012	0.006	0.006	0.023				0.092
Approx. Phase of Work Duration (months		2		,										

#### Final Construction Documents

						Project Fee	Proposal - VoltAir								
				Т	ampa Internation	al Airport - Main Te			pishment						
							t Number 6475 1								
							17/2019	-							
Fina	al Construction Documents	Principal	Electrical Director	Mechanical Director	Electrical EOR	Mechanical EOR	Electrical Engineer II	Mechanical Engineer II	Electrical Engineer I	Mechanical Engineer I	Senior Fire Protection	Administration Assistant	BIM Manager	Position	Total
	Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1	Weekly Design Meetings				6	6			4	4	4				24
2	Project Setup / Weekly Updates (BIM)												8		8
3	Site Investigations														0
4	Review HCAA Standards / Codes														0
5	Fire Protection Design			2		2				4	8				16
6	Fire Alarm Design		2		2		3		3						10
7	Lighting Design		2		4		6		6						18
8	HVAC Design			2		1		4		4					11
9	QAQC, Internal	1	2	2	2	4	4	4	1	1	1		3		25
10	QAQC, External w/ All Trades				2	2							5		9
11	HCAA Design Team Meetings/Presentations	1	2	2											5
12	HCAA Review Meetings		2	2	2	2					2				10
13	Specifications				2	2	1	1			1	2			9
14															0
15															0
16															0
17															0
18															0
19															0
20															0
21															0
22															0
23															0
24															0
25															0
26															0
	Subtotal Hours				20.00		14.00								145
	Direct Labor (Raw Billing Rate					\$ 49									
	Subtotal Direct Labor			\$ 550	\$ 987	\$ 938	\$ 641	\$ 411	\$ 499	\$ 455	\$ 707				\$ 6,761
	Billing Multiplier													Phase - Total Fee	
	Approx No. Full Time Employees	0.012	0.058	0.058	0.115	0.110	0.081	0.052	0.081	0.075	0.09	2 0.012	0.092	0.000	0.837
1	Approx. Phase of Work Duration (months	) 1													

#### Construction Administration

Project Fee Proposal - VoltAir															
Tampa International Airport - Main Terminal Ticket Level Interior Refurbishment															
Tompo incentions apport Main react continuent intervisionment															
							1/17/2019								
Con	struction Administration	Principal	Electrical Director	Mechanical Director	Electrical EOR	Mechanical EOR	Electrical Engineer II	Mechanical Engineer II	Electrical Engineer I	Mechanical Engineer I	Senior Fire Protection	Administration Assistant	BIM Manager	Position	Total
	Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1	Attend OAC meetings	6			16	12					12				46
2	Review Submittals				8	8	16	8			4				44
3	Review RFIs				8	4	16	8			8				44
4	ASIs				8	6	6	6	8	8	8		8		58
5	Site Visits / Punchlists		5	5	16	4	16	8			8				62
6	Record Documents/Close-Out				4	4			16	8	4	4	8		48
7			1			1									0
8															0
9			1			1									0
10															0
11															0
12															0
13															0
14															0
15															0
16															0
17															0
18															0
19															0
20															0
21															0
22															0
23			1			1									0
24															0
25															0
26			1	1		1									0
	Subtotal Hours	6.00	5.00	5.00	60.00	38.00	54.00	30.00	24.00	16.00	44.00	4.00	16.00	-	302
	Direct Labor (Raw Billing Rate)	\$ 86	\$ 67	\$ 55	\$ 49	\$ 49	\$ 46	\$ 46	\$ 36			\$ 29	\$ 42	\$ 1	
	Subtotal Direct Labor	r\$ 514	\$ 337	\$ 275	\$ 2,961	\$ 1,875	\$ 2,474	\$ 1,371	\$ 856	\$ 560	\$ 1,945	\$ 115	\$ 670	\$ -	\$ 13,953
	Billing Multiplier	2.30										Const	ruction Administr	ation - Total Fee	\$ 32,092
	Approx No. Full Time Employees	0.003		0.003	0.031	0.020	0.028	0.016	0.013	800.0	0.023	3 0.002	0.008	0.000	0.158
·	Approx. Phase of Work Duration (months)									•			•		

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

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

#### **INSURANCE COVERAGE:**

#### A. Procurement of Coverage:

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

#### B. Term of Coverage:

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

#### C. Reduction of Aggregate Limits:

If the aggregate limit is exhausted, the company will immediately take all possible steps to have it reinstated. The general liability policies shall include a per policy endorsement providing that the limits of such insurance specified in the contract shall apply solely to the work under the contract without erosion of such limits by other claims or occurrences.

1. Cancellation Notice

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

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

D. No waiver by approval/disapproval:

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

- E. Future Modifications Changes in Circumstances:
  - 1. Changes in Coverages and Required Limits of Insurance

The coverages and minimum limits of insurance required by the contract are based on circumstances in effect at the inception of the contract. If, in the opinion of the Authority, circumstances merit a change in such coverages or minimum limits of insurance required by the contract, the Authority may change the coverages and minimum limits of insurance required, and the company will, within 60 days of receipt of written notice of a change in the coverages and minimum limits required, comply with such change and provide evidence of such compliance in the manner required by the contract. Provided, however, that no change in the coverages or minimum limits of insurance required will be made until at least two years after inception of the contract. Subsequent changes in the coverages or minimum limits of insurance will not be made until at least two years after any prior change unless extreme conditions warrant such change and are agreeable to both parties. If, in the opinion of the Authority, compliance with the insurance requirements is not commercially practicable for the company, at the written request of the company, the Authority may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the company. Any such modification will be subject to the prior written approval of the Vice President of Facilities and Administration or designee, and subject to the conditions of such approval.

- F. Proof of Insurance Insurance Certificate:
  - 1. Prior to Work, Use or Occupancy of Authority Premises

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

2. Proof of Insurance Coverage

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

The insurance certificate must:

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

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

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

- e. Be signed and dated using approved methods by an individual who is an authorized representative of each insurer, whose insurance is the subject of the certificate and who is authorized by each such insurer to issue the certificate of insurance as modified. Facsimile signatures are acceptable.
- G. Deductibles / Self Insurance:
  - 1. All property and builders risk deductibles, as well as all self-insured retentions or any schemes other than a fully insured program, must be approved by the Vice President of Facilities and Administration or designee. The company agrees to provide all documentation necessary for the Authority to review the deductible or alternative program.
  - 2. The company will pay on behalf of the Authority, or any member of the Authority's governing body or any officer or employee of the Authority, any deductible or self-insured retention (SIR) which, with respect to the required insurance, is applicable to any claim by or against the Authority, or any member of the Authority's governing body, or any officer or employee of the Authority.
  - 3. The contract by the Authority to allow the use of a deductible or self-insurance program will be subject to periodic review by the Risk Manager. If, at any time, the Authority deems that the continued use of a deductible or self-insurance program by the company should not be permitted, the Authority may, upon 60 days written notice to the company, require the company to replace or modify the deductible or self-insurance in a manner satisfactory to the Authority.

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

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

I. Applicable Law:

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

J. Waiver of Subrogation:

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

- K. Company's Failure to Comply with Insurance Requirements:
  - 1. Authority's Right to Procure Replacement Insurance

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

2. Replacement Coverage at Sole Expense of Company

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

a. Company to Remain Fully Liable

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

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

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



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

## **E-Verify Certification**

Solicitation No. 18-411-039

Main Terminal Ticket Level Interior Refurbishment

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 employment eligibility of all new employment eligibility of all new employment eligibility of all new employment eligibility of all new employment 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
	is company will comply with the E-Verification requirements of Executive
Order Number 11-116.	
Signature	Title
Printed Name	Date
[Affix Corporate Reso	lution if not signed by the President or Vice President of the Company]