

**TUCSON AIRPORT AUTHORITY
REQUEST FOR QUALIFICATIONS FOR DESIGN PROFESSIONAL SERVICES
(ENGINEER)**

20106591 Security Perimeter Fencing and Roadway

Tucson Airport Authority ("TAA")
7005 South Plumer Avenue
Tucson, Arizona 85756

TAA is seeking an appropriately licensed, registered, and qualified person or firm to provide design professional services for the Project 20106591 Security Perimeter Fencing and Roadway. Project design is funded by grants from the FAA and ADOT. The current Project construction budget is approximately \$2,316,000 and is anticipated to be funded by federal and state grants. TAA anticipates that it will award a Design Professional services contract for the Project to the person or firm on the basis of demonstrated competence and qualifications for the type of professional services pursuant to the procedures set forth in this request for qualifications.

This request for qualifications is a competitive selection process for design professional services to be performed in accordance with the selection procedures set forth in ARS § 34-603. As part of this process, a selection committee will select and rank in order of preference a short list of at least three (3) and not more than five (5) persons or firms which the selection committee determines to be the most qualified to provide the Design Professional services for the Project. The shortlisted firms will then be notified to respond to a Request for Proposal (technical proposal), which will include the project approach. The selection committee will ultimately rank in order of preference a final list of three (3) persons or firms, and will enter into separate fee negotiations with the highest qualified person or firm on the final list for the Project. Any final award of a contract for the Project will be based upon the attached form of Design Professional Services Agreement.

SECTION I – DEFINITIONS

Capitalized terms in this "Request for Qualifications" shall be given the meaning contained herein.

1. "Design Professional" means the person or firm that contracts with TAA for the professional services which are the subject of this RFQ.
2. "Project" means 20106591 Security Perimeter Fencing and Roadway.
3. "Respondent" means the person or entity who submits a SOQ and who meets the requirements set forth in the RFQ.
4. "RFP" means Request for Proposal.
5. "RFQ" means the (1) Notice, (2) the "Request for Qualifications", (3) any written supplementary instructions or addenda, (4) the SOQ forms, and (5) the Design Professional Services Agreement form. All Respondents should obtain and review all of the above-mentioned documents, which are contained in the RFQ package or will otherwise be provided to the Respondents, before submitting a SOQ. By submitting a SOQ, the Respondent accepts and agrees to all terms and conditions contained in the RFQ.

6. "SOQ" means Statement of Qualifications.
7. "TAA" or "Owner" means the Tucson Airport Authority.

SECTION II – PROJECT DESCRIPTION

This Project provides for the installation of new chain link security fencing (approx. 13,000 l.f.), 24' paved service road (approx. 18,000 l.f. 2" AC with 6" AB), striping, signage, gates, and plunge basins. The current Project construction budget is approximately \$2,316,000.

The services may be accomplished during the course of several grant projects and will be based on available funding. The expected project schedule is from July, 2010 to April, 2012. For such projects, the negotiation of the fee will be limited to those services expected to be performed under the initial grant (first grant negotiated during the contract period). The contract will likewise be limited to the services covered by the negotiated fee. The negotiation of the fee for any subsequent services (i.e., services included in the procurement action but not in the initial contract) will occur at the time those services are needed, and, at the discretion of TAA, may be withdrawn, eliminated, or cancelled at any time.

SECTION III – SCOPE OF WORK

For the purposes of this RFQ, the Design Professional will, subject to the agreement upon a fee, serve as the "Engineer" for the Project.

All Respondents are advised that some of the following services may not be required and that TAA reserves the right to initiate additional procurement action for any of the services included in this procurement. Design Professional must adhere to current FAA, TSA, ADOT and TAA standards and current Master Plan and Airport Layout Plans for Ryan Airfield. Design Professional services may include, without limitation, the following:

1. Programming Concept Services. This phase involves those activities required for defining the scope of a project and establishing preliminary design requirements. Some examples of activities within this phase of the Project include, but are not limited to:
 - (a) Conferring with TAA on project requirements, finances, schedules, early phases of the project, and other pertinent matters, and, as appropriate, meeting with other concerned agencies and parties on matters affecting the project. As part of early design activities, the Design Professional may be required to produce a written "design report" and an evaluation of the project budget. Typical areas of consultation, may include but not limited to the following: (1) nature of construction; (2) size requirements; (3) equipment requirements; (4) required utility services and other infrastructure; (5) investigations into available utilities; (6) environmental requirements; (7) traffic/circulation requirements; (8) regulatory requirements analysis; (9) site analysis, including utilities, service, orientation, adjacent structures, etc. and (10) other items required by FAA/ADOT/TAA.
 - (b) Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for preliminary design considerations.

- (c) Developing design schematics, sketches, project recommendations, and preliminary layouts and cost estimates.

2. Design Development and Construction Procurement Services. This phase includes all activities required to undertake and accomplish a full and complete project design. Some examples of activities within this phase of the Project include, but are not limited to:

- (a) Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters. Such meetings will include reviews and updates of the "design report" and the project budget, providing suggested alternate methods and approaches to the design and construction of the Project, and obtaining all necessary approvals from TAA relating to the design of the project.
- (b) Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing engineering, and special environmental studies.
- (c) Preparing necessary engineering reports and recommendations.
- (d) Preparing detailed design documents, including plans, specifications, cost estimates, and design/construction schedules.
 - (1) As part of the design process, the Design Professional will be required to prepare "schematic design documents" which may include but not limited to the following subject matter: (1) a preliminary site plan; (2) a survey of site conditions; (3) a report on subsurface investigations; (4) typical sections to show materials, relationships, and construction intent; (5) schematic narrative of design rationale and proposed construction; (6) a preliminary list of specifications; (7) other FAA/ADOT/TAA requirements for airport development.
 - (2) As part of the design process, the Design Professional will be required to prepare "design development documents" which may include but not limited to the following subject matter: (1) final design development construction specifications; (2) site development plan (including utilities, parking, vehicular/aircraft paving, and other required drawings); (3) site survey and annotated survey to show items for demolition, removal or relocation; (4) typical sections; (5) marking plans; (6) drainage systems, locations; (7) lighting, signage and power, plans and details; (8) security systems; (9) Construction Management Program; (10) an update to the Project Manual; (11) proposed alternates and cost estimates; (12) proposed construction schedule; and (13) other FAA/TAA requirements for airport development.
 - (3) As part of the design process, the Design Professional will be required to prepare "construction documents" based on any further adjustments in the scope, quality, or budget for the Project. Such "construction documents" will be required to detail the requirements for the construction services for the Project and fully describe Design Professional's intent. The "construction documents" will include all necessary technical drawings, schedules, diagrams, and specifications which set forth in sufficient detail the requirements for the construction of the Project as required for obtaining competitive bids, awarding contracts, and/or completing construction by trade contractors. The

"construction documents" will fully develop the intent of the "design development documents" in greater detail, provide information customarily necessary for the use of those in the building trades, and include all documents required for the review and approval of governmental authorities. As part of the "construction documents" process, the Design Professional will also compile a final Project Manual and file all documents and obtain all approvals required for design approval by governmental authorities having jurisdiction over the Project.

- (e) Printing and providing necessary copies of engineering drawings and contract specifications.
- (f) Assisting in the procurement of construction services, including assisting TAA in advertising and securing construction services, negotiating for services, analyzing responses to solicitations, furnishing recommendations on the award of contracts, and preparing contract documents. This assistance may include: (1) preparing necessary bid or proposal documents upon request; (2) establishing a list of prospective bidders or contractors; (3) qualifying contractors and suppliers; (4) clarification or amendment of bid or proposal documents through addenda or otherwise; (5) evaluation, negotiation and award, at TAA's request, of the construction services agreement, (6) assisting TAA in the investigation, evaluation, negotiation, and/or resolution of bid or proposal disputes; and (7) other ancillary agreements. Design Professional may also be required to assist TAA with any pre-bid conferences and for responding to any questions, which arise during the construction services procurement phase.

3. Construction Administration Services. This phase includes all basic services rendered after the award of a construction services agreement. Some examples of activities within this phase of the Project include, but are not limited to:

- (a) Providing consultation and advice to the sponsor during all phases of construction.
- (b) Representing TAA at preconstruction conferences and construction meetings.
- (c) Inspecting work in progress periodically and providing appropriate reports to TAA.
- (d) Interpreting contract documents.
- (e) Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept/drawings.
- (f) Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.
- (g) Preparing and negotiating change orders and supplemental agreements.
- (h) Maintaining appropriate project records.
- (i) Assisting TAA with any controversies, disputes, or claims.

- (j) Observing or reviewing performance tests required by specifications.
- (k) Determining amounts owed to contractors and assisting TAA in the preparation of payment requests.
- (l) Making final inspections and submitting punch-lists and a report of the completed project to TAA.
- (m) Reviewing operations and maintenance manuals.
- (n) Implementing Construction Management Program and providing Final Test and Quality Control Report for submission to FAA.

SECTION IV – PRE-SUBMISSION CONFERENCE

A pre-submission conference for this project will be held on April 5, 2010 at 9:00 a.m. Local Tucson Time at the Ryan Airfield Administration Building, 9698 W. Ajo Way, Tucson, Arizona, 85735. At this meeting, TAA staff will discuss the scope of work, general contract issues, and respond to questions from the attendees. The pre-submission conference will also include an opportunity to visit the site of the proposed work. It is strongly recommended that interested firms send a representative to the pre-submission conference. Any amendments or supplements to the RFQ arising out of the pre-submission conference will be reduced to written addenda.

SECTION V – INSURANCE REQUIREMENTS

The successful person or firm shall be required to provide evidence of insurance coverage from a company with a Best's Key Rating of A-VII or higher, and one which is licensed to do business in the State of Arizona for the following minimum types of insurance and limits:

1. Commercial General Liability Insurance. The successful person or firm shall provide and maintain insurance at least as broad as the Insurance Service Office Commercial General Liability insurance form CG 00 01 with a per project aggregate endorsement in an amount not less than \$1,000,000.00, which could be provided in a combination of primary and umbrella policies. Coverage shall be on an "occurrence" basis, not a "claims made" basis. The policy shall not contain any restrictions of coverage with regard to operations on or near airport premises. The policy required herein shall be endorsed to name TAA as an additional insured, and shall provide that such insurance is primary. The liability coverage referred to in this Section shall contain no exclusions or limitations with regard to explosion, collapse, or underground hazard (XCU) coverage. Any supplementary payments, including defense costs, shall be in excess of policy limits.
2. Professional Liability Insurance. The successful person or firm shall provide and maintain "Professional Liability", or errors and omissions, insurance in an amount not less than \$1,000,000.00. Design Professional's professional liability insurance policy shall be written on a claims made basis. The professional liability insurance policy shall cover professional misconduct or lack of ordinary skill for those services provided pursuant to the scope of work of the written agreement executed by the parties.
3. Automobile Liability Insurance. The successful person or firm shall provide and maintain "Automobile Liability" insurance covering owned, non-owned, leased and hired vehicles with combined single limits in an amount not less than \$1,000,000.00, which could be provided in a combination of primary

and umbrella policies. All vehicles used by the successful person or firm on TAA property shall carry appropriate proof of insurance. The automobile liability policy shall not contain any restrictions of coverage with regard to operations on or near airport premises.

4. Workers' Compensation/Employer's Liability Insurance. The successful person or firm shall provide and maintain "Workers' Compensation" insurance in the statutory amounts as required by the State of Arizona, and "Employer's Liability" insurance in an amount not less than one million dollars (\$1,000,000.00).

Prior to the execution of any Design Professional Services Agreement which may be entered into with TAA, the successful person or firm shall be required to submit to TAA evidence of the required insurance.

SECTION VI – SELECTION PROCESS

1. General. The Design Professional will be selected in accordance with the process set forth in A.R.S. § 34-603 and as in FAA AC 150/5100-14-D, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects through a qualifications-based selection process that will determine a short list of at least three (3) candidates based upon demonstrated competence and qualifications. Negotiations with the most qualified firms for a contract will be determined based upon terms that TAA determines to be fair and reasonable.

2. RFQ Copies and RFQ Holders List. RFQs are available beginning from March 23, 2010 by contacting Deborah Walker via phone at 520-573-5123 or via email at dwalker@tucsonairport.org. A copy of the RFQ can be obtained by requesting the RFQ in person at the TAA Administration Building, 7005 South Plumer Avenue, Tucson, Arizona, 85756. RFQs may also be mailed or sent electronically in PDF format. Firms who pick up a copy of the RFQ packet from TAA or who are sent a copy will be included on the RFQ Holders List. Firms receiving a copy of this packet through any other means must register as a RFQ Holder at the TAA Administration Building, 7005 South Plumer Avenue, Tucson, Arizona, 85756.

3. SOQ Information. Firms interested in providing Design Professional services must submit a written SOQ in accordance with the requirements of the RFQ. The SOQ submission shall include the following information.

A. General Information, Workload, and Proposed Project Schedule.

1) Provide a general description of the firm and/or team that is proposing to provide the design professional services. Explain the legal organization of the proposed firm or team. Provide an organizational chart showing key personnel and the percentage of their time which will be committed to TAA's project.

2) Provide the following information:

a) List all professional and contractor licenses held by the firm/team and the key personnel who will be assigned to this project. Provide the license number and explain if held by an individual or the firm. In accordance with Section VII(1)(D) herein, identify any licensing exceptions claimed as they relate to the proposed services.

b) List the current projects in progress, their size, phase, and estimated time and date of completion. Include significant projects on hold, which may become active during the TAA project. List the firm's total number of staff and their responsibilities. Provide a chart that shows the percentage of the firm's total work-hour capacity that its current work represents and estimate the percentage of the total work-hour capacity that the TAA project would represent.

c) Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five (5) years. Briefly describe the circumstances and the outcomes.

d) Identify any claims arising from a contract which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcomes.

3) Provide a proposed project schedule, including major tasks and target completion dates.

B. Firm Qualifications and Experience.

1) Identify at least three (3) comparable projects done within the last five (5) years. For each comparable project identified, provide:

a) Description of project

b) Role of the firm, and description of the services provided

c) Project's original contracted construction cost and final construction cost

d) Construction dates, including original construction schedule duration and actual construction duration.

e) Number of phases, short elaboration on phasing strategy and success

f) Project owner

g) Reference information (two (2) names with telephone numbers per project)

2) Identify the office location of the firm's principal office, and, if different, the location(s) where the project will be produced.

3) Complete Architect-Engineer Qualifications Form 330, Parts I and II, [prescribed by the General Services Administration – FAR (48 CFR) 53.236-2(b)].

C. Staff Qualifications and Experience - Experience of key personnel to be assigned to this project.

1) For each key person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is the same as one selected for the firm, provide just the project name and the role of the key person. For other projects provide:

- a) Description of project
- b) Role of the person
- c) Project's original contracted construction cost and final construction cost
- d) Construction dates, including original construction schedule duration and actual construction duration
- e) Project Owner

2) Identify the office location(s) of key staff on this project, their length of time with the firm, and the percentage of their work that will be committed to this project.

3) List any proposed consultants, including key staff names and the experience and qualifications of these individuals.

D. Client References. Include principal contact names, titles, addresses, telephone numbers of at least four (4) present and/or former clients, other than TAA, limited to the past 5 years. References should be specific to projects worked on by the design professional to be assigned to the proposed TAA Project and key team members.

E. Quality Control Plan. The scope of services for the Project shall include quality control services. Quality control services include, but are not limited to: ensuring that the execution of the Project fulfills the requirements of the contract documents; and, that the materials, equipment, and all elements of the work will perform satisfactorily for the purposes intended. The Respondent shall provide a proposed Quality Control Program ("QCP") for the design of the project. The QCP shall be submitted to TAA for approval and acceptance prior to beginning any work on the design documents. The QCP shall be prepared in accordance with International Standards Organization (ISO) 9001 guidelines.

F. No Price or Cost Information. Items which will NOT be considered in the RFQ evaluation process include fees, price, man-hours, or any other cost information. No such information should be included in any SOQ response.

4. Form of SOQs.

The SOQ should include a one-page cover letter plus a maximum of twenty (20) pages to address the SOQ criteria specified in Section VI(3) above (excluding SF Form 330 and excluding resumes, but including references and the organizational chart). Resumes for each key team member shall be limited to a maximum length of two (2) pages and should be attached as an appendix to the SOQ. Adherence to the

maximum page criterion is critical; each page side (maximum 8 1/2" x 11") with criteria information will be counted. Pages that have photos, charts and graphs will be counted towards the maximum number of pages.

Each Respondent shall sign its SOQ correctly and in ink. If the SOQ is made by an individual, his/her name and address must be shown. If made by a partnership, the name and address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a SOQ as an agent shall file evidence of the agent's authority to do so and that the signature is binding upon the firm or corporation. Any interlineation, alteration or erasure must be initialed by the signer of the SOQ.

In order to be considered a complete submission, each SOQ must also include the following forms: (1) DBE Utilization form; and (2) TAA Interest List form.

5. Submission of SOQs. Six (6) copies of the SOQ must be submitted to TAA by the submission deadline of 2:00 p.m. Local Tucson Time on April 21, 2010, or any extension thereof made by written addendum. SOQ submissions must be delivered to the Reception Desk of the TAA Administration Building at 7005 South Plumer Ave., Tucson, Arizona, 85756 prior to the SOQ submission deadline, and should be addressed to the attention of Anne Roberts, TAA Contract Administrator, be sealed, and include the firm name, the project number, and the project title. Each Respondent shall be solely responsible for the timely delivery of all copies of the SOQ. SOQs received after the time and date for receipt of SOQs will be returned unopened. SOQs submitted orally, by telephone, by electronic mail or other means of electronic submission, or by facsimile will not be accepted, are invalid and will not receive consideration.

6. Withdrawal or Revision of SOQs. A Respondent may withdraw or revise (by withdrawal of one SOQ and submission of another) a SOQ provided that the Respondent's request for withdrawal or revision is received by TAA in writing before the deadline specified for receipt of SOQs. Any revised SOQ must be received by Anne Roberts, TAA Administration Building, 7005 South Plumer Avenue, Tucson, Arizona, 85756. Withdrawn SOQs may be resubmitted up to the time designated for the receipt of SOQs provided that they are then fully in conformance with the requirements to the RFQ.

7. Evaluation Process, Interviews, and Fee Negotiations. A Selection Committee will evaluate each SOQ and will select at least three (3) but not more than five (5) persons or firms for a short list. The short-listed firms will be notified to respond to a Request for Proposal (technical proposal) and will be scheduled for interviews. TAA presently intends to notify the short-listed firms by May 1, 2010; however, such date may be extended if necessary. Firms interested in this project must be available for an interview on the date announced. The interview date is presently planned to be announced at the pre-submittal conference.

Once selected firms are interviewed by the Selection Committee, the Selection Committee will rank the firms and create a final list based on the selection criteria identified in this RFQ. The Selection Committee shall base the selection of the final list and the order of preference on demonstrated competence and qualifications only. TAA will then negotiate with the highest ranked firm for a Design Professional Services fee that TAA deems to be fair and reasonable. If agreement cannot be reached with the highest ranked firm on the final list, then negotiations may be terminated with the first ranked firm and similar negotiations may begin with the next most qualified person or firm on the final list. Such negotiations may continue until an agreement is reached or TAA determines to cancel the process.

TAA shall have the right, in its sole discretion, to determine whether a SOQ is in compliance with the requirements of the RFQ and to waive any informality, irregularity, or omission in any SOQ. Upon request by the Selection Committee, a Respondent who has submitted a SOQ may be required to supplement or to verify information contained therein.

8. Selection Criteria. The selection criteria, and the relative weight of such criteria, to be used by the Selection Committee to select and rank the Respondents on the short list is set forth in the following table:

Selection Criteria	Relative Weight of Selection Criteria (Total = 100 points)
(A) General Information, Workload, and Proposed Project Schedule	15
(B) Firm Qualifications and Experience	30
(C) Staff Qualifications and Experience (Project Team)	35
(D) Client References	5
(E) Quality Control Plan	15

SECTION VII – GENERAL INFORMATION AND INSTRUCTIONS

1. Representations of Respondents. By submitting a SOQ, a Respondent agrees and represents to TAA the following:

- (a) Respondent has read and understands the RFQ and all information provided in response thereto, including the SOQ submitted, is made in accordance with the requirements of the RFQ.
- (b) Respondent understands and agrees that the services to be performed will be subject to the provisions of Title 34 of the Arizona Revised Statutes (A.R.S. 34 101, et seq., as amended), and by submitting a SOQ, each Respondent certifies that it and its subconsultants will at all times comply with the requirements set forth therein and any other applicable laws relating to the services to be provided.
- (c) Respondent certifies, by submission of a SOQ, that neither it nor its principals are presently debarred, suspended, proposed for debarment, proposed for suspension, declared ineligible, or voluntarily excluded from participation in the proposed services by any governmental entity, department or agency. Respondent further understands and agrees that by submitting a SOQ that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts related to the services. Where the Respondent or any lower tier participant is unable to certify to this statement, it shall attach an explanation in writing with the submission of the SOQ.
- (d) Respondent certifies that it and its subconsultants are duly licensed in Arizona to perform the services contemplated under the RFQ (or exempt from licensing requirements), pursuant to all applicable laws, rules and regulations; and that if an exemption is claimed, Respondent has set forth the basis for the claimed exemption in writing to TAA with the submission of its SOQ.

(e) The SOQ and all other information submitted to TAA is true and correct to the best of Respondent's knowledge, information, and belief. No representation or information provided by Respondent contains or will contain any untrue statement of material fact or omits or will omit to state any material fact necessary to make such representation or information not misleading in light of the circumstances under which it was made.

2. TAA Right to Cancel RFQ or Reject SOQ. TAA may cancel the RFQ or reject, in whole or in part, any or all SOQs for any reason. Likewise, if TAA and the Respondent cannot agree on a contract with terms which are fair and reasonable to TAA, then TAA need not proceed with Respondent, may terminate negotiations, and may negotiate an agreement with the next most qualified Respondent on the final short list. Any proposed agreement(s) ultimately negotiated by TAA will be subject to the approval of TAA's CEO. Any contract(s) awarded may also require approval from the federal and/or state agency which is or will be funding the proposed services.

3. Execution of Contract. No contract shall be deemed to have been finally awarded, enforceable, or in effect, and no Respondent shall have any expectation of any award of any work or services until a written contract has been actually executed by both TAA and the successful Respondent.

4. Form of Contracts. The proposed Design Professional Services Agreement and related exhibits to be negotiated by TAA and the Respondent(s) shall be in the form included in this RFQ.

5. Instructions and Addenda. All instructions regarding the RFQ shall be in writing. TAA shall not be held responsible for any oral instructions, including any oral statements made at the pre-submittal meeting. Any changes to the RFQ will be in the form of a written addendum which will be furnished to all registered RFQ holders. The following shall apply to any addenda: (1) addenda will be mailed or delivered to those on the "RFQ Holders List"; (2) copies of addenda will be made available for inspection at TAA's offices; (3) no addenda will be issued later than four (4) working days prior to the due date for receipt of SOQs, except an addendum withdrawing the request for SOQs or one which includes postponement of the date for receipt of SOQs; and (5) each Respondent shall ascertain prior to submitting its SOQ that it has received all addenda issued, and it shall acknowledge receipt thereof in its SOQ.

6. No Responsibility for Respondents' Costs. Respondents shall be solely responsible for any and all costs incurred in the RFQ process or the result of submitting a SOQ. Persons or firms may be required to attend interviews in Tucson at a time and place to be announced. Any expenses associated with such travel will be solely the responsibility of the persons or firms.

7. No Contact. No representative, agent or consultant of a Respondent may contact any member of the staff of TAA, any selection committee member, any member or director of TAA, or any other agent or consultant of TAA, either directly or indirectly, except as follows: (1) questions related to the SOQ process may be directed in writing to Anne Roberts via email at aroberts@tucsonairport.org; (2) questions related to the project may be directed in writing to Fred Brinker via email at fbrinker@tucsonairport.org. (3) participation in any informational meetings which are open to all RFQ Holders; and (4) participation in scheduled interviews. Any communication, or attempted communication, with any person other than those designated above shall, in the sole discretion of TAA, be grounds for disqualification of the Respondent.

8. Right to Investigate. By submitting a SOQ, the Respondent understands and agrees that the agents or representatives of TAA or the selection committee have the right to make any inquiry or investigation they deem appropriate to substantiate or supplement information contained in the SOQ. During any such inquiry or investigation, Respondent shall provide any requested release or approval to obtain any and all information sought.

9. Use of TAA Name. All Respondents are specifically denied the right to use the name of "Tucson Airport Authority" in any form or medium for public advertising unless express written permission is granted by TAA.
10. Conflict of Interest. The selected Respondent and its owners, principals, or employees may not be involved with other TAA related business during the term of the proposed contract so as to create a conflict of interest. All determinations regarding potential conflicts of interest shall be resolved by TAA, whose decision shall be final.
11. Ownership of Materials and Confidentiality. All materials submitted as part of a SOQ shall become the property of TAA upon delivery. Until the award and execution of a final written contract by TAA, only the name of each person or firm who submitted a SOQ will be made available to the public. All other information received by TAA as part of a SOQ shall be confidential. The SOQs shall be open to public inspection after the contract is awarded and TAA has executed the contract. To the extent that a Respondent designates and TAA concurs, trade secrets and other proprietary data contained in a SOQ may remain confidential. Any information which a Respondent requests to be confidential shall be clearly designated as such and separated from the non-confidential information provided as part of a SOQ submission.
12. Right to Refuse Consideration of SOQ. TAA reserves the right to refuse to consider a SOQ from a prospective Respondent for any of the following reasons: (1) failure to comply with any prequalification requirements of TAA, if such requirements are cited, or otherwise included, in the RFQ as a minimum qualifications requirement for the project; (2) failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with TAA) at the time TAA has issued the RFQ; (3) a Respondent's default under previous contracts with TAA; or (4) unsatisfactory work on previous contracts with TAA.
13. Interest List. TAA is compiling an "Interest List" consisting of all Design Professionals and subconsultants who have submitted SOQs on airport projects. Each firm must complete and submit, with its SOQ, information with respect to such for each firm in the form included with the RFQ. Firms can obtain a copy of TAA's Interest List upon request. The listing of a firm on the TAA Interest List is not an endorsement of that firm and does not indicate that the firm has been pre-qualified for airport work.
14. DBE. It is the policy of the Department of Transportation ("DOT") and TAA that Disadvantaged Business Enterprise firms ("DBEs") as defined in 49 CFR Part 26 (the "DBE Regulations"), shall have a full and fair opportunity to participate in the performance of contracts financed in whole or in part with federal funds. TAA, in compliance with 49 CFR § 26, has adopted a program regarding the participation of DBEs on federally-funded projects. A copy of this program is available upon request. TAA has not adopted a specific DBE participation goal with respect to this contract, but it will monitor DBE participation, and all firms are strongly encouraged to use DBEs. As a matter of responsibility, firms must complete and submit a DBE Utilization Form in the form provided, with its SOQ. Firms and firms' subconsultants who are submitting proposals as DBEs must be certified DBEs in Arizona in good standing prior to the date proposals are due. TAA recognizes current DBE certifications by the ADOT, City of Phoenix, and City of Tucson. For information regarding DBE firms recognized by TAA, or if you have any questions about TAA's DBE Program, please contact Tina Moore or Anne Roberts, TAA DBE Liaison Officers, at 520-573-8100.

As a condition of the agreement between the parties, the Design Professional awarded the contract will be required to report DBE participation efforts. Design Professional will list (1) all certified DBE subconsultants who will be working on the Project, including work performed by Design Professional's own forces if Design

Professional is a DBE and (2) the estimated amount of dollars that will be paid to any DBE subconsultant providing services. This information will be reported on a form to be provided by TAA. In addition, Design Professional must provide written confirmation from each DBE of its participation in the Design Professional's proposal. With each request for payment under the agreement, Design Professional will designate how much is paid to DBEs working on the Project and submit this information to TAA, together with any supporting documentation required by TAA. At the completion of the Project, Design Professional will be required to complete and submit a final certification of payments to DBE firms on a form to be provided by TAA.

END

EXHIBIT 1 TO REQUEST FOR QUALIFICATIONS
20106591 SECURITY PERIMETER FENCING AND ROADWAY
DBE FORMS

EXHIBIT 1 TO REQUEST FOR QUALIFICATIONS

20106591 SECURITY PERIMETER FENCING AND ROADWAY

TUCSON AIRPORT AUTHORITY INTEREST LIST FORM

The Tucson Airport Authority ("TAA"), in compliance with federal regulations, is seeking to compile an interest list containing the following information about each firm who has interest in an airport project. Please complete this form if you are not already on TAA's list, and for any subcontractors, materialmen, or suppliers from whom you solicited interest, if they are not already on TAA's list. A copy of the current TAA Interest List can be obtained from Anne Roberts, Contract Administrator, 520-573-4870.

Firm understands and agrees that the following information will be published and made available to interested parties upon request (please check one): ☐ Yes ☐ No

Name of Firm: _____

Address of Firm: _____

Telephone: _____

Fax: _____

Email Address: _____

Specialty of Firm: _____

Is the firm currently certified as a disadvantaged business enterprise ("DBE") by any Partner(s) of the Arizona Unified Certification Program (City of Tucson, City of Phoenix, Arizona Department of Transportation)?

☐ Yes ☐ No

If yes, please state from which Partner(s) the firm received its certification: _____

Age of firm (number of years since commencing business): _____

Annual gross receipts of firm (please check one):

☐ Less than \$500,000

☐ \$15,000,000 - \$20,000,000

☐ \$500,000 - \$999,999

☐ Over \$20,000,000

☐ \$1,000,000 - \$1,999,999

☐ \$2,000,000 - \$4,999,999

☐ \$5,000,000 - \$9,999,999

☐ \$10,000,000 - \$14,999,999

EXHIBIT 1 TO REQUEST FOR QUALIFICATIONS

20106591 SECURITY PERIMETER FENCING AND ROADWAY

TUCSON AIRPORT AUTHORITY (TAA)
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORM
TO BE SUBMITTED WITH STATEMENT OF QUALIFICATIONS

Name & Address of DBE Firm to be Used	Disadvantaged Owner and Basis of Disadvantage	Type of Work Performed

Although DBE participation in this project is not required, TAA strongly encourages the Respondent to voluntarily seek out and consider subconsulting opportunities with certified Disadvantaged Business Enterprises ("DBEs") so that DBEs have a fair and equal opportunity to participate in TAA's contracts. If DBEs will be used on the Project, Respondent must identify such DBEs in the spaces provided above.

Please note that all DBE firms listed above must be certified DBEs in Arizona in good standing prior to the date Statement of Qualifications are due. TAA recognizes current DBE certifications by the ADOT, City of Phoenix, and City of Tucson. For information regarding DBE firms recognized by TAA, or if you have any questions about TAA's DBE Program, please contact Tina Moore or Anne Roberts, TAA DBE Liaison Officers, at 520-573-8100. TAA does not guarantee or certify the professional or technical capabilities of the DBEs listed in any DBE directory.

By signing and submitting this DBE utilization form, the Respondent commits that it will use the DBE subconsultant(s) listed above on the Project if awarded the contract.

Authorized Signature

Official Name of Respondent (Design Professional)

Date

EXHIBIT 2 TO REQUEST FOR QUALIFICATIONS
20106591 SECURITY PERIMETER FENCING AND ROADWAY
DESIGN PROFESSIONAL SERVICES AGREEMENT (DRAFT)

DRAFT

DESIGN PROFESSIONAL SERVICES AGREEMENT

made and effective as of the ____ day of _____ in the year of 2010.

BETWEEN

the Owner

Tucson Airport Authority
7005 South Plumer Avenue
Tucson, Arizona 85756
(520) 573-8100

and the Design Professional

for the Project.

Project: 20106591 Security Perimeter Fencing and Roadway

Project Location: Ryan Airfield
9698 West Ajo Way
Tucson, AZ 85735

Funding Source: FAA `18/ADOT E9F10
Pending FAA/ADOT Grants
Tucson Airport Authority Funds

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ARTICLE 1

PROJECT DESCRIPTION

1.1 DESCRIPTION OF PROJECT. The proposed Project can be generally described as follows:

Project provides for the installation of new chain link security fencing (approx. 13,000 l.f.), 24' paved service road (approx. 18,000 l.f. 2" AC with 6" AB), striping signage, gates, and plunge basins.

1.2 LOCATION OF PROJECT. The proposed Site for the Project is the following:

Ryan Airfield, 9698 West Ajo Way, Tucson, Arizona 85735

1.3 PROCUREMENT METHOD. The Project shall be delivered utilizing one or more of the procurement methods permitted by ARS, Title 34. The procurement method presently contemplated to be used for the Project is Design-Bid-Build. TAA, in its sole discretion, may change the construction procurement method used to complete the Project.

ARTICLE 2

GENERAL

2.1 DEFINITIONS. Whenever capitalized terms are used in this Agreement or any exhibits related thereto, such terms shall be given the intent and meaning set forth in this Section or other applicable Section where such capitalized term is defined.

2.1.1 "Actions" means all causes of action, arbitrations, administrative proceedings, lawsuits, disputes, demands, claims or controversies, including any allegations of acts of negligence, fault, liability, strict liability, breach of contract, or contributory infringement.

2.1.2 "Addenda" means written or graphic instruments issued by Design Professional prior to the execution of the applicable Construction Services Agreement which modify or interpret the Contract Documents by additions, deletions, clarifications or corrections.

2.1.3 "Additional Services" shall have the meaning described in Section 10.2 herein.

2.1.4 "Additional Insureds" means TAA, including its directors, officers, employees, and agents.

2.1.5 "Agreement" means this Design Professional Services Agreement and all exhibits, attachments, amendments, and supplements thereto.

2.1.6 "Airport" means the Tucson International Airport and Ryan Airfield, including all of TAA's operations wherever located.

2.1.7 "Airport Requirements" means any statutes, regulations, orders, advisory circulars, opinions, or directives imposed by federal, state and other authorities relating to the operation of the Airport.

2.1.8 "Applicable Laws" means any and all laws, statutes, rules, regulations, regulatory agency guidance and policies, ordinances, applicable court decisions, and airport guidance documents, directives, policies (whether enacted by any local, state or federal governmental authority, or by TAA) now in effect or hereafter enacted which relate, in any way, to the Services or the Agreement, including: (a) those relating to construction specifications, airport operations, wages, hours, desegregation, employment discrimination, affirmative action obligations, immigration, safety (including Occupational Safety & Health Administration regulations and its hazardous communication standard), and Environmental Laws; (b) all applicable building codes, building permits, stipulations and conditions, design guidelines, covenants, conditions and restrictions, or other private or public use restrictions affecting the Site or the Project; and (c) all applicable governmental grant or funding requirements.

2.1.9 "ARS" means Arizona Revised Statutes.

2.1.10 "Calendar Day" means a day shown on a calendar. "Calendar Days" means consecutive calendar days.

2.1.11 "Change Order" means a written instrument created in accordance with the terms of the Construction Services Agreement which amends the Work to be performed by the Contractor and, at a minimum, includes the following: (a) a description of the change in the Work with appropriate supporting documentation; (b) the amount, if any, of the adjustment in the Contract Sum or GMP, as applicable; and (c) the extent, if any, of the adjustment in the Contract Time.

2.1.12 "Compensation for Basic Services" shall mean the total firm fixed fee for the Basic Services set forth in Exhibit C (Compensation for Basic Services) to this Agreement.

2.1.13 "Construction Budget" means the probable cost of construction estimated by Design Professional during performance of the Level I and Level II Services.

2.1.14 "Construction Documents" shall have the meaning described in Section 6.4.1 herein.

2.1.15 "Construction Manager" means the contractor selected and contracted with by TAA to perform preconstruction services on a CMAR Project.

2.1.16 "CMAR" or "Construction Manager at Risk" means a project delivery method authorized pursuant to ARS, Title 34, Chapters 1 and 6 in which: (a) there is a separate contract for design services and a separate contract for construction services; (b) the contract for construction services may be entered into at the same time as the contract for design services or at a later time; (c) design and construction of the Project may be in sequential phases or concurrent phases; and (d) finance services, maintenance services, operations services, preconstruction services and other related services may be included.

2.1.17 "Construction Services Agreement" means the applicable contract for construction services, Master General Conditions, and any supplements, exhibits, or amendments thereto entered into between TAA and Contractor for the Project.

2.1.18 "Contract Documents" means the Construction Services Agreement, any project solicitation documents which are specifically referenced in the Construction Services Agreement, Master General Conditions, Drawings, Specifications, Submittals, Addenda, Job Order(s) (if applicable), special provisions, and any amendments, supplements, attachments, or exhibits attached thereto. The "Contract Documents" include other documents created in accordance with the terms of the Construction Services Agreement, including the Project Schedule, certificates, bonds, documents authorizing changes to the Work, payment documents, and insurance documents related thereto. The "Contract Documents" further include those Design Documents necessary for performance of the Work.

2.1.19 "Contract Sum" means the total amount of money which TAA has agreed to pay for the Work as specified in the Construction Services Agreement for Design Bid Build construction services or the total amount of money which TAA has agreed to pay for the Work in a specific Job Order for Job Order Contracting construction services, as applicable.

2.1.20 "Contract Time" means the number of Calendar Days for completion of the Work by the Contractor.

2.1.21 "Contractor" means the person or entity identified as such in the Construction Services Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized agent(s) or representative(s).

2.1.22 "DBB" or "Design Bid Build" means a project delivery method authorized pursuant to ARS, Title 34, Chapters 1 and 2 in which: (a) there is a sequential award of two separate contracts; (b) the first contract is for design services; (c) the second contract is for construction; (d) design and construction of the project are in sequential phases; and (e) finance services, maintenance services and operations services are not included.

2.1.23 "Design Development Documents" shall have the meaning described in Section 6.3.1 herein.

2.1.24 "Design Documents" means the Drawings, Specifications, Addenda, Submittal responses, and any and all other documents to be developed by, created, or used by Design Professional in performing the Services under this Agreement or for the Project, whether on paper or in electronic format, including the Design Report, the Schematic Design Documents, the Design Development Documents, the Construction Documents, plans, drawings, specifications, notes, reports, renderings, final models, design concepts and images, and any changes, amendments, or supplements thereto. "Design Documents" also include all documents prepared by Design Professional and made part of the Contract Documents for use by the Contractor in performance of the Work.

2.1.25 "Design Professional" the person or entity identified as such in this Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Design Professional" means the Design Professional or the Design Professional's authorized agent(s) or representative(s).

2.1.26 "Design Report" shall have the meaning described in Section 5.3 herein.

2.1.27 "Design Services Schedule" means the approved schedule of performance for completion of the Services and meeting all other requirements of this Agreement.

2.1.28 "Drawings" mean the graphic or pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

2.1.29 "Environmental Laws" means any and all laws, statutes, rules, regulations, regulatory agency guidance and policies, ordinances, applicable court decisions, and airport guidance documents, directives, policies (whether enacted by any local, state or federal governmental authority, or by TAA) now in effect or hereafter enacted that relate to the regulation or protection of the environment (including the ambient air, ground water, surface water, and land, including subsurface land and soil) or with the generation, handling, storage, disposal or use of chemicals, substances or waste that could be detrimental to human health, the workplace, the public welfare, or the environment.

2.1.30 "Final Completion" means the last date on which all of the following events have occurred: (a) TAA and Design Professional have determined that all Punch List items and all other Work has been completed in accordance with the Contract Documents; (b) all final inspections have been completed; (c) written consent by the Surety has been received for the release of final retention; (d) TAA has approved the final Record Drawings and Specifications provided by Contractor for the Work; (e) Contractor has provided or delivered final, unconditional lien waivers from Contractor and all Subcontractors arising from the Work; (f) all requirements for Final Payment under the Construction Services Agreement have been met; (g) Contractor has provided written certification that all Subcontractors have received final payment for Work provided to the Project; (h) Contractor has provided all documents or information necessary for compliance of close out procedures arising from the Construction Services Agreement, this Agreement, or from grant or other third party funding sources; and (i) all other requirements otherwise contained in the Contract Documents for Final Completion have been satisfied.

2.1.31 "Force Account Order" means a written instrument prepared by Design Professional in accordance with Article 11 of the Master General Conditions, signed by Design Professional and TAA, and issued to Contractor identifying a change in the Work by force account.

2.1.32 "GMP" means the guaranteed maximum price for construction services under the Construction Manager at Risk project delivery method, including all costs for construction, contingencies, and allowances related thereto.

2.1.33 "Indemnification Costs" means any and all damages, costs, liabilities, losses, fines, penalties, levies, attachments, judgments, interest and expenses of any kind or nature, including attorneys' fees, expert and consultant fees and expenses; court costs, negotiation costs, mediation costs, arbitration costs, and other administrative or legal costs.

2.1.34 "Indemnitee" means TAA, including its directors, officers, employees, agents, and insurers.

2.1.35 "JOC" or "Job Order Contracting" means a project delivery method authorized pursuant to ARS, Title 34, Chapters 1 and 6 in which: (a) the contract is a requirements contract for

indefinite quantities of construction; (b) the construction to be performed is specified in job orders issued during the contract; and (c) finance services, maintenance services, operations services, preconstruction services, design services and other related services may be included.

2.1.36 "Job Order" means a document created in accordance with the terms of a JOC Construction Services Agreement which identifies a discrete amount of Work to be accomplished by Contractor, including its agreed upon cost and the time for performance.

2.1.37 "Master General Conditions" means the "Master General Conditions Between TAA and Contractor For Construction Services" which are incorporated into and part of the Construction Services Agreement for the Project.

2.1.38 "Project" means the total design and construction of which the Services and Work performed under this Agreement or the Construction Services Agreement may be the whole or a part of. A Project may include Services or Work which is paid for from one or more funding sources or grants.

2.1.39 "Project Criteria" means TAA's requirements and objectives for the Project, including functionality, size, budget, time, site, funding, and any other requirements and objectives which TAA may have. The Project Criteria may include conceptual documents, design criteria, performance requirements, Federal Aviation Administration construction specifications and requirements, and other Project specific technical and material requirements.

2.1.40 "Project Expenses" shall have the meaning described in Section 9.4 herein.

2.1.41 "Project Schedule" means the approved schedule of performance for completion of the Work and meeting all other requirements of the Contract Documents as set forth in the Construction Services Agreement.

2.1.42 "Punch List" means a list of all items of Work yet to be completed or corrected to achieve Final Completion of a discrete phase of the Project or the Project as a whole.

2.1.43 "Record Drawings and Specifications" means the scaled, annotated set of Drawings and Specifications prepared by Contractor to show the location and dimensions of all supplemental directives or approved changes to the Work as it was built and to show any existing features discovered during the execution of the Work and not shown on the original Drawings or Specifications.

2.1.44 "Schematic Design Documents" shall have the meaning described in Section 6.2.3 herein.

2.1.45 "Services" means all things reasonably implied or customarily provided by an architect, engineer, or other properly licensed design professional in the performance of the tasks or services identified in this Agreement. When used herein, the "Services" may refer to all or a part of services contemplated by this Agreement.

2.1.46 "Site" means that certain real property, including all ingress and egress rights and all improvements thereon upon which the Work is to be performed for the Project.

2.1.47 "Special Services" shall have the meaning described in Section 9.3 herein.

2.1.48 "Specifications" mean that portion of the Contract Documents consisting of the written requirements for the Work, including materials, equipment, supplies, construction systems, standards and workmanship for the Work, and performance of related services, including those written requirements specifically identified as the "Special Conditions."

2.1.49 "Standard of Care" shall have the meaning described in Section 4.3 herein.

2.1.50 "Subconsultant" means any person or firm, other than the employees of Design Professional, who contracts with Design Professional or another subconsultant to furnish services for the Project, including any subconsultant, material person, manufacturer, distributor, supplier, or vendor of any tier which either supplies goods, equipment, materials or services or any combination thereof to Design Professional or another subconsultant in connection with the Services or the Project; (b) any other person or firm which either directly or indirectly performs any of the Services for Design Professional, including any subconsultants of Design Professional's subconsultant; and (c) all of the suppliers, subconsultants, employees, agents, successors, and assigns of that person referred to in clauses (a) and (b) above.

2.1.51 "Subcontractor" means any person or firm, other than the employees of Contractor, who contracts with Contractor or another subcontractor to furnish Work for the Project, including: (a) any subcontractor, material person, manufacturer, distributor, supplier, or vendor of any tier which either supplies goods, equipment, materials or services or any combination thereof to Contractor or another Subcontractor in connection with the Work or the Project; (b) any other person or firm which either directly or indirectly performs any of the Work for Contractor, including subcontractors of Contractor's subcontractors; and (c) all of the suppliers, subcontractors, employees, agents, successors, and assigns of that person referred to in clauses (a) and (b) above.

2.1.52 "Submittals" mean drawings, diagrams, samples, schedules, and other product data specially prepared for the Work by Contractor or a Subcontractor to illustrate a portion of the Work.

2.1.53 "Substantial Completion" means the stage in the progress of the Work, either as a discrete phase or portion of the Project or the Project as a whole, when the Work is complete in accordance with the Contract Documents so that TAA can occupy and fully utilize the Work for its intended use, provided, however, the Work will not be considered Substantially Complete until all the following conditions have been satisfied or expressly waived in writing by TAA: (a) all systems have been tested and balanced; (b) all systems are operational as designed; (c) all documents relating to the operation and maintenance of the Work, including applicable startup and commissioning documents, have been delivered to TAA; (d) all necessary training has been completed; and (e) designated or required governmental inspections and certifications have been made and posted by the approving authorities. In general, upon Substantial Completion, the only remaining Work will be minor in nature such that TAA (or those claiming by, through or under TAA) could occupy and fully utilize the Work on the date of Substantial Completion and the completion of any remaining Work by Contractor will not interfere with or restrict TAA's (or those claiming by, through or under TAA) use of the substantially completed Project or its normal business operations.

2.1.54 "TAA" means Tucson Airport Authority, the "Owner" of the Project.

2.1.55 "TAA Project Budget" means the amount of funds designated by TAA for all costs associated with the Project, including Design Professional compensation, costs of construction, allowances, and contingencies.

2.1.56 "Unacceptable Work" means Work which is unacceptable under the Construction Services Agreement, including Work which is of poor workmanship, incomplete, untimely, which uses improper or defective materials, supplies, or equipment is damaged, or which does not otherwise conform to the requirements of the Contract Documents.

2.1.57 "Unauthorized Work" means Work which is done without authority or express written approval by TAA, including Work done contrary to the express written instructions of TAA or Design Professional, Work identified in a Submittal which is not approved or authorized by TAA or Design Professional, Work done contrary to Applicable Laws, substitutions or changes not properly approved or authorized in accordance with the Agreement, or any other Work done without proper approval or authority by TAA or Design Professional.

2.1.58 "Warranty and Guarantee Certificate" means the document prepared by Contractor which identifies all applicable periods of warranty and guarantee, identifies any special warranties and guarantees, includes copies of all applicable manufacturer guarantees and warranties, and identifies other relevant warranty and guarantee information for the Project.

2.1.59 "Work" means all things reasonably implied or customarily provided by Contractor for a construction or construction related task in the Contract Documents, including labor, supervision, tools, materials, equipment, supplies, transportation, facilities, and any and all other services. The "Work" may constitute the whole or a part of the Project.

2.2 RULES OF CONSTRUCTION. Unless otherwise stated, the following rules of construction apply to this Agreement:

2.2.1 References to a statute refer to the statute, as amended, and any successor statute, and to all regulations promulgated under or implementing the statute or successor statute, as in effect at the relevant time.

2.2.2 Headings preceding sections of text are solely for convenience of reference and are not part of the document and are not to affect its meaning, interpretation or effect. Whenever in the Agreement a reference is made to a "Section" or "Article" such reference will include all parts and subparts included therein.

2.2.3 In the interest of brevity, the Agreement frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Similarly, in the interest of brevity, the word "including" means "including, but not limited to," and the word "include" or "includes" means "include, among others."

2.2.4 All exhibits, attachments, schedules and addenda which are attached to or referenced by the Agreement are deemed incorporated into the Agreement.

ARTICLE 3

DESIGN PROFESSIONAL REPRESENTATIONS AND WARRANTIES

3.1 ORGANIZATION AND QUALIFICATION. Design Professional represents and warrants that it is an entity duly organized, validly existing and in good standing under the laws of the State of its organization, has the lawful power to engage in the business it presently conducts and contemplates conducting, and is duly licensed and qualified in Arizona for performance of the Services contemplated by this Agreement.

3.2 POWER AND AUTHORITY. Design Professional represents and warrants that it has the power to make and carry out the Agreement and to perform its obligations under the Agreement and all such actions have been duly authorized by all necessary company or entity proceedings on its part.

3.3 NO CONFLICT. Design Professional represents and warrants that the execution, delivery and performance of the Agreement will not conflict with, result in the breach of, or constitute a default under agreement, covenant, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected. Design Professional further represents and warrants that the execution, delivery and performance of the Agreement will not conflict with any Applicable Laws.

3.4 VALIDITY AND BINDING EFFECT. Design Professional represents and warrants that this Agreement has been duly and validly executed and delivered by Design Professional. The Agreement constitutes a legal, valid and binding obligation of Design Professional, enforceable in accordance with its terms. No material authorization, approval, exemption or consent by any governmental authority (other than the applicable permits listed in the Agreement as Design Professional's responsibility) is required to be obtained by Design Professional in connection with the authorization, execution, delivery, and carrying out of the terms of this Agreement.

3.5 NO ACTIONS OR INVESTIGATIONS. Design Professional represents and warrants that there are no Actions or investigations pending or, to its knowledge, threatened against it at law or in equity before any court, tribunal, board, arbitrator, or other governmental authority whether or not covered by insurance which in Design Professional's reasonable opinion individually or in the aggregate may result in any materially adverse effect on its business, properties or assets or its condition, financial or otherwise, and in any impairment of its ability to perform its obligations under this Agreement. Design Professional has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any governmental authority that may result in any such materially adverse effect or such impairment.

3.6 PATENTS, LICENSES, FRANCHISES. Design Professional represents and warrants that it owns, possesses or will obtain all the patents, trademarks, service marks, trade names, copyrights, licenses, franchises, permits and rights with respect to the foregoing necessary to perform the Services and to carry on its business as presently conducted and presently planned to be conducted without any conflict to the rights of others.

3.7 COMPLIANCE WITH LAWS. Design Professional represents and warrants that it has complied with all Applicable Laws such that it has not been subject to any fines, penalties, injunctive relief or criminal liabilities that in the aggregate have materially affected or may materially affect its business operations or financial condition or its ability to perform the Services.

3.8 DISCLOSURE. Design Professional represents and warrants that no representation or warranty by Design Professional contained in this Agreement contains or will contain any untrue statement

of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading in light of the circumstances under which it was made.

ARTICLE 4

DESIGN PROFESSIONAL SERVICES - GENERAL

4.1 SCOPE OF SERVICES. Subject to any specific modifications, additions or deletions agreed to by TAA and Design Professional in writing, Design Professional shall provide the Basic Services for the Project which are more specifically described in this Agreement and in Exhibit B attached hereto. Except as otherwise agreed to writing by the parties, the Basic Services to be performed by Design Professional shall include the following: Level I - Programming Concept Services, Level II - Design Development and Construction Procurement Services, and Level III - Construction Administration Services. Additions or deletions to the Basic Services or Additional Services beyond those within the scope of the Basic Services shall be agreed to pursuant to Article 10 of this Agreement.

4.2 SUBLEVELS OF SERVICES. The services to be furnished by Design Professional for each level may include discrete sublevels of services, including sublevels for Level II services (Schematic Design Services, Design Development Services, Construction Document Services, and Construction Procurement Services) and Level III services (Project Construction Services and Project Closeout Services). Services for each sublevel shall be rendered in the same sequence as they appear in this Agreement, and Design Professional shall receive TAA's written approval of completion of a sublevel prior to proceeding into the next sublevel.

4.3 STANDARD OF CARE. Design Professional agrees to provide all services under this Agreement in a manner consistent with the usual and customary standard of professional care for the design and construction of like projects in the area in which the Project is located. If any changes in schedule or the services are requested by TAA or otherwise develop during the course of the Project which would require Design Professional to perform any services under a lesser standard of care than set forth herein, prior to performing such services, Design Professional shall provide TAA written notification in advance of the specific services affected, the deviation to the requisite standard of care which will be required, and a summary of any and all facts or documents which support Design Professional's opinion. Nothing in this Agreement will be construed to authorize performance by Design Professional of any services at a standard of care that is less than that which is required by Applicable Laws or which is expected of Design Professionals in the design and construction of airports or airport related projects in the area in which the Project is located.

4.4 QUALITY CONTROL PROGRAM.

4.4.1 Design Professional shall create and comply with an effective "Quality Control Program" that details the methods and procedures that will be taken to assure that all Design Services are timely done and done in accordance with the Standard of Care.

4.4.2 The intent of this Section is to enable Design Professional to establish a necessary level of control that will: (a) allow for the proper design of the Project; (b) provide sufficient information to assure that the requirements of the Specifications and Drawings can be met; (c) ensure that the completed Project performs satisfactorily for the purposes intended; and (d) to allow Design Professional appropriate latitude to develop and implement its own standard of control for the design of the Project.

4.4.3 Design Professional shall provide a written document setting forth in sufficient detail the requirements and processes of its Quality Control Program. This document shall be prepared in accordance with ISO 9001 guidelines. This document shall also include, at a minimum, the following details: (a) quality control organization; (b) quality control procedures; (c) quality control inspection plan; (d) quality control testing plan; (e) documentation of quality control activities; and (f) requirements for corrective action when quality control and/or other acceptance criteria under the Contract Documents are not met.

4.4.4 Design Professional shall designate a responsible member of Design Professional's organization whose duties shall be to ensure implementation and compliance of the Quality Control Program approved by TAA. This person shall be identified in writing by Design Professional and the selection of such person shall be subject to prior written approval by TAA. Design Professional shall also ensure that any Subconsultants, agents or third parties performing the Services comply with all Quality Control Program requirements.

4.4.5 Design Professional shall not begin any design services until the written Quality Control Program has been reviewed and accepted by TAA in writing.

4.5 APPLICABLE LAWS. In performing the Services pursuant to this Agreement, Design Professional will comply with all Applicable Laws in effect or imposed by any governmental authority having jurisdiction over the Project. Design Professional will insure that all of its Subconsultants comply with all Applicable Laws in effect or imposed by any governmental authority having jurisdiction over the Project. Design Professional will furnish documents as may be required to effect or evidence its compliance with this Section. Design Professional will work with governmental authorities as necessary during all phases of the Project to completely understand the interpretations made by the governmental authorities of the codes and regulations. Design Professional will maintain a written log of the findings of the Design Professional of those interpretations. Design Professional will endeavor to remain apprised of any and all anticipated changes to Applicable Laws during the life of the Project. Design Professional will confirm the requirements of all governmental authorities having jurisdiction over the Project at appropriate times as provided in the Project Schedule. Design Professional is responsible for assuring TAA that documents submitted to all governmental authorities comply fully with their interpretation of requirements. Design Professional will completely and fully address any and all comments received from governmental authorities to the satisfaction of governmental authorities in a timely fashion in order to maintain the established Project Schedule.

4.6 COORDINATION OF DESIGN DOCUMENTS. Design Professional will be responsible for the coordination of all Design Documents relating to Design Professional's design and used on the Project, regardless of whether such Design Documents are prepared or performed by Design Professional, by Design Professional's Subconsultants, or by others. If preliminary or design development work has been performed by others, Design Professional is nevertheless responsible for and accepts responsibility for such earlier work when Design Professional performs subsequent levels or sublevels of the Basic Services called for under this Agreement, as fully as if the earlier levels or sublevels of Services had been performed by Design Professional itself. Design Professional shall be responsible for coordination and internal checking of all Design Documents and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing or document were prepared by Design Professional. Design Professional shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Design Professional and for their compliance with all Applicable Laws.

4.7 SCHEDULE FOR DESIGN PROFESSIONAL SERVICES.

4.7.1 Time is of the essence as to the performance of Services under this Agreement. Subject to the terms of this Agreement, Design Professional shall perform Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of TAA, Design Professional shall submit to TAA for its approval a "Design Services Schedule", which details the schedule for the performance of Design Professional's Services. The Design Services Schedule will be in a form acceptable to TAA and consistent with the levels and sublevels of services set forth in this Agreement. The Design Services Schedule will include allowances for periods of time required for TAA's review and approval of submissions and for approvals of governmental authorities having jurisdiction over the Project. This Design Services Schedule, when approved by TAA, shall not, except as otherwise provided for herein, be exceeded by Design Professional.

4.7.2 Design Professional agrees that by submitting a Design Services Schedule that the time periods identified therein are a reasonable period for performing the Services and that Design Professional can comply with that Design Services Schedule. Design Professional shall use its best efforts to complete the Services called for under this Agreement in the minimum time possible, and within the time specified in the approved Design Services Schedule. In the event of any occurrence likely to cause a delay, Design Professional shall provide prompt written notice to TAA providing sufficient detail regarding the delay and its potential impact on the Design Services Schedule. Design Professional shall cooperate in good faith with TAA to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal.

4.7.3 Any requests for extensions of time sought by Design Professional for completion of the Services under the Design Services Schedule, or a portion thereof, shall be subject to the provisions of Article 10 herein. Any proposed changes by Design Professional for an extension of time must be supported by sufficient information regarding the source and nature of each alleged cause of delay in the completion of the Services, the date upon which each such cause of delay began, ended, or will end, the number of Calendar Days of delay attributable to each of such alleged causes, the proposed impact to the Design Services Schedule, and, what, if any, additional costs are claimed by Design Professional for such time extension.

4.8 AGREEMENTS WITH CONTRACTOR. There are or will be services or actions for Design Professional set forth in the Construction Services Agreement for the Project. Any services or actions required of Design Professional by the Construction Services Agreement are included within the scope of the Basic Services. If there is any inconsistency between the provisions of this Agreement and the Construction Services Agreement, the provisions of the Construction Services Agreement shall be given effect.

4.9 SUBCONSULTANTS. Design Professional shall be responsible to TAA for the acts and omissions of Design Professional's Subconsultants and their agents and employees, and any other persons performing portions of the Services under a contract with the Design Professional. Design Professional shall be responsible for coordinating and overseeing the services of any and all Subconsultants retained for the Project, and shall have the overall responsibility to coordinate the services and to review the work products for general conformance to the requirements of TAA. Design Professional shall not engage, contract with or use the services of any Subconsultants, without obtaining the prior written approval of TAA. Design Professional shall submit to TAA for its approval a proposal of the scope of services to be provided by each such Subconsultant, with the latter's acknowledgment thereof. No provision of this Agreement and no approval by TAA of the scope of services to be provided by Subconsultants shall be construed as an agreement between TAA and any Subconsultants or in any way

affect the responsibilities of Design Professional hereunder. Unless otherwise agreed to in writing by the TAA, the fees of any Subconsultants retained by Design Professional shall be deemed covered by the Compensation for Basic Services to be paid by TAA to Design Professional.

4.10 PERSONNEL. Design Professional will use the personnel identified on Exhibit A (Personnel) to this Agreement to provide the Services for the Project. Design Professional will not replace personnel from the Project without the prior written approval of TAA. Any replacement of personnel will be made in accordance with the terms of Exhibit A (Personnel).

4.11 MEETINGS. TAA and Design Professional shall mutually determine a schedule of meetings necessary for the performance of the Services and administration of the Project. Notwithstanding this, during all levels or sublevels of Services, TAA shall have the discretion to request Design Professional to attend any additional meetings relating to the Project which TAA, in its reasonable discretion, believes is necessary or helpful. Compensation for all meetings attended by Design Professional shall be deemed covered by the Compensation for Services for the particular level or sublevel of Services during which the meeting took place. Design Professional will be responsible for recording, maintaining, and/or circulating copies of minutes of meetings relating to the Project if requested by TAA.

4.12 PROPRIETARY SPECIFICATIONS. Design Professional shall not use bidding, contracting or purchasing specifications proprietary to one supplier, distributor or manufacturer unless Design Professional obtains prior written consent from TAA and otherwise complies with all requirements in ARS 34-104 for such specifications.

ARTICLE 5

LEVEL I - PROGRAMMING CONCEPT SERVICES

5.1 REVIEW OF PROJECT CRITERIA. Design Professional will review TAA's Project Criteria to develop an understanding of the basic requirements for the Project. After reviewing TAA's Project Criteria, Design Professional will meet with the TAA and any identified users of the Project to gain an in depth understanding of Project needs. Design Professional will also visit and evaluate the proposed Site for the Project.

5.2 INITIAL PROJECT REVIEW. After obtaining an in depth understanding of Project needs, Design Professional will provide TAA a preliminary evaluation of the Project and the TAA Project Budget requirements, each in terms of the other. As part of this initial project review, Design Professional shall review with TAA alternative approaches to design and construction of the Project.

5.3 DESIGN REPORT. Based on Design Professional's understanding of the Project following the initial project review, Design Professional shall prepare for review and approval by TAA a detailed, written Design Report which expands and defines the Project (the "Design Report"). Such Design Report shall consider and include all assumptions or conditions, including site conditions, affecting the Project and any additional requirements set forth in Exhibit B (Scope of Services) to this Agreement.

5.4 BUDGET EVALUATION. Design Professional shall provide the TAA with a preliminary evaluation of the requirements of the Project in light of the TAA Project Budget. In addition to the Design Report, Design Professional will submit to TAA in writing: (a) a statement of the Construction Budget for the Project; (b) a statement that the Construction Budget is reasonable and consistent with the TAA Project

Budget as a whole; (c) and, if not reasonable and consistent with the TAA Project Budget as a whole, a statement regarding the alternatives for TAA's consideration which are and which also meet the Project Criteria. TAA must approve the Construction Budget before the Schematic Design Sublevel may begin.

ARTICLE 6

LEVEL II - DESIGN DEVELOPMENT AND CONSTRUCTION PROCUREMENT SERVICES

6.1 **GENERAL.** Level II services of the Agreement shall include creation of significant portions of the Design Documents and assistance to TAA in the procurement of construction services for the Project. It is anticipated that as part of Level II services, Design Professional will provide, as applicable, Schematic Design Documents, Design Development Documents, and Construction Documents and any other necessary documents for completion of the Level II services or the specific sublevel of services agreed to by the parties.

6.2 SCHEMATIC DESIGN SUBLEVEL.

6.2.1 Review of Design Report. Design Professional shall review the approved Design Report with TAA and the Construction Manager (if applicable), solicit and receive comments and recommendations from TAA and the Construction Manager (if applicable), confirm TAA's and the Construction Manager's understanding of the subject matter, and identify any additional, modified or alternative requirements for the Project.

6.2.2 Alternate Methods and Approaches. Design Professional shall review with TAA and the Construction Manager (if applicable) alternate methods and approaches to the design and construction of the Project and recommend an approach and jointly decide with the TAA and the Construction Manager (if applicable) the methods and approaches best suited to TAA's requirements and the Project.

6.2.3 Schematic Design Documents. Based upon the finally approved Design Report, discussions with TAA and the Construction Manager (if applicable), the amount within TAA's Project Budget available for costs of the construction work, the surveys soils test reports, other reports, tests and other information provided by TAA, Design Professional shall prepare appropriate documents describing the schematic design of the Project, including drawings and other documents depicting the scale and relationship of Project components (the "Schematic Design Documents"). The Schematic Design Documents shall include any additional requirements set forth in Exhibit B (Scope of Services) to this Agreement.

6.2.4 Specifications. Design Professional will provide written draft specifications as part of the Schematic Design Documents. Such specifications will contain reasonable detail acceptable to TAA, including Specifications which are organized by Construction Specification Index divisions. The Specifications should also describe the work comprising the Project, including the size, character and quality of the entire Project in its essentials as to kinds and locations of materials, and the structural, mechanical and electrical systems proposed, as applicable.

6.2.5 Other. The Schematic Design Documents may also include study models, perspective sketches, electronic modeling or combinations of these media if approved of in advance by

TAA. Preliminary selections of major building systems and/or construction materials will be noted on the drawings or described in writing.

6.2.6 Budget Update - Schematic Design Documents. As part of the Schematic Design Sublevel, Design Professional shall, with the Construction Manager (if applicable), update the Construction Budget provided by Design Professional under Level I based upon on the Schematic Design Documents. This written update, which must be reviewed and approved by TAA, shall confirm that: (a) the Construction Budget for the Project continues to be reasonable and consistent with the TAA Project Budget as a whole, and; (b) if not reasonable and consistent with the TAA Project Budget as a whole, a statement regarding the alternatives for TAA's consideration that will allow the Schematic Design Documents to be compatible with the TAA Project Budget. TAA must approve the updated Construction Budget before the Design Development Sublevel may begin.

6.2.7 Approval of Schematic Design Documents. In-progress copies of Schematic Design Documents may be presented to TAA and the Construction Manager (if applicable) permitting evaluation, consideration and comment. Design Professional shall provide written summaries of any comments by TAA and the Construction Manager (if applicable) and its responses thereto. Following each response, Design Professional will incorporate the revisions to the documents as are required until TAA has approved the Schematic Design Documents. TAA will notify Design Professional in writing of TAA's approval or disapproval of any document. Any disapproval notice will specify in reasonable detail TAA's objections. If TAA disapproves the Schematic Design Documents, and the disapproval is consistent with prior TAA approvals and the Design Professional has failed to incorporate prior documented directions from TAA, Design Professional will modify documents as necessary to remedy TAA's objections, at no cost to TAA. Design Professional will furnish TAA a set of the approved Schematic Design Documents for TAA's records and reference.

6.3 DESIGN DEVELOPMENT SUBLEVEL.

6.3.1 Design Development Documents. Based on the Schematic Design Documents and any amendments approved by TAA in the Design Program or the TAA Project Budget, Design Professional shall prepare drawings and other documents that fully describe the intent, layout, dimensions, quality and appearance of Design Professional's design proposal (the "Design Development Documents"). In the Design Development Documents, Design Professional will present appropriate options regarding major and significant materials and systems, and will make appropriate recommendations based on its research, its experience on similar projects, and the Standard of Care. Design Professional will provide sections of specification format that are normal and customary within the industry and locale, that meet TAA requirements, and that apply to the Project with a brief description of material quality, special installation requirements and scope. Design Professional's sections will include a description in sufficient detail to fully describe the materials, quality and salient installation requirements and a one page description of each structural, mechanical, electrical and plumbing system and any other applicable systems that outlines the quality and concept of the proposed installations. The Design Development Documents must be sufficiently complete to provide the basis for the generation of Construction Documents for bidding. The Design Development Documents shall include any additional requirements set forth in Exhibit B (Scope of Services) to this Agreement.

6.3.2 Construction Schedule. If TAA has hired a Construction Manager, Design Professional shall cooperate and participate with such Construction Manager in the preparation of a construction schedule. If TAA has not hired a Construction Manager, Design Professional shall provide a

proposed construction schedule for the progress and completion of the Project, including all events or actions to be completed or performed by TAA, Design Professional and the Contractor in accordance with this Agreement and the applicable construction procurement delivery method. All construction schedules shall be in a form and format approved by TAA.

6.3.3 Budget Update - Design Development Documents. As part of the Design Development Sublevel, Design Professional shall, with the Construction Manager (if applicable), update the Construction Budget provided by Design Professional under the Schematic Design Sublevel based upon on the Design Development Documents. This written update, which must be reviewed and approved by TAA, shall confirm that: (a) the Construction Budget for the Project continues to be reasonable and consistent with the TAA Project Budget as a whole, and; (b) if not reasonable and consistent with the TAA Project Budget as a whole, a statement regarding the alternatives for TAA's consideration that will allow the Design Development Documents to be compatible with the TAA Project Budget. TAA must approve the updated Construction Budget before the Construction Documents Sublevel may begin.

6.3.4 Approval of Design Development Documents. In-progress copies of Design Development Documents may be presented to TAA and the Construction Manager (if applicable) permitting evaluation, consideration and comment. Design Professional will provide written responses to all TAA comments. Following each response, Design Professional will incorporate the revisions to the documents as are required until TAA has approved the Design Development Documents. TAA will notify Design Professional in writing of TAA's approval or disapproval of any document. Any disapproval notice will specify in reasonable detail TAA's objections. If TAA disapproves the Design Development Documents, and the disapproval is consistent with prior TAA approvals and the Design Professional has failed to incorporate prior documented directions from TAA, Design Professional will modify documents as necessary to remedy TAA's objections, at no cost to TAA. Design Professional will furnish TAA a set of the approved Design Development Documents for TAA's records and reference.

6.4 CONSTRUCTION DOCUMENTS SUBLEVEL.

6.4.1 Construction Documents. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project, or in the Construction Budget, Design Professional will prepare construction documents consisting of Drawings and Specifications setting forth in detail the requirements for the Work of the Project (the "Construction Documents"). The Construction Documents and associated documents will fully describe Design Professional's intent, including the quality and appearance of the design development proposal. The Construction Documents will consist of technical Drawings, schedules, diagrams, and Specifications, which set forth in sufficient detail the requirements for the construction and furnishing of the entire Project as required for obtaining competitive bids, awarding contracts, and/or completing construction by trade contractors. The Construction Documents will (i) develop the intent of the Design Development Documents in greater detail, (ii) provide information customarily necessary for the use of those in the building trades, and (iii) include all documents required for the review and approval of governmental authorities.

6.4.2 Expectation of Complete and Coordinated Construction Documents. It will be the Design Professional's responsibility in completing the Construction Documents to: (a) carefully review the Construction Documents for consistency and for errors and omissions in accordance with the Standard of Care; (b) familiarize its personnel and Subconsultants with the Project Site and confirm it has received the information it needs concerning the conditions of the Project Site; (c) coordinate and incorporate all services performed by Subconsultants; (d) observe and evaluate the location of the Project and take all

steps as are reasonably necessary to satisfy itself as to the Site condition including structural and surface conditions; (e) verify the Construction Documents are complete; (f) verify that the Project as described in the Construction Documents complies with and can be constructed in accordance with all Applicable Laws; and (g) consider the then existing or anticipated terms and requirements of the Construction Services Agreement.

6.4.3 Project Manual. Design Professional will compile the Project Manual that includes the form Construction Services Agreement, supplementary conditions, one hundred percent (100%) of the Construction Documents and may include bidding requirements and sample forms.

6.4.4 Signature and Seal. All Drawings and Specifications included in the Construction Documents shall bear the dated signature and seal of Design Professional. Except as expressly set forth herein provided, Design Professional and its Subconsultants shall be fully responsible for all design provided under the Agreement.

6.4.5 Governmental Approvals. Design Professional shall file all documents and obtain all approvals required for design approval by governmental authorities having jurisdiction over the Project and/or designated by TAA. TAA will sign applications and pay applicable fees. Design Professional shall also assure that the Project meets all applicable statutory or regulatory requirements for public construction or the construction of airports.

6.4.6 Budget Update - Construction Documents. As part of the Construction Documents Sublevel, Design Professional shall, with the Construction Manager (if applicable), update the Construction Budget provided by Design Professional under the Design Development Sublevel based upon on the Construction Documents. This written update, which must be reviewed and approved by TAA, shall confirm that: (a) the Construction Budget for the Project continues to be reasonable and consistent with the TAA Project Budget as a whole, and; (b) if not reasonable and consistent with the TAA Project Budget as a whole, a statement regarding the alternatives for TAA's consideration that will allow the Construction Documents to be compatible with the TAA Project Budget. TAA must approve the updated Construction Budget before the Procurement of Construction Services Sublevel may begin.

6.4.7 Approval of Construction Documents. In-progress copies of the Construction Documents may be presented to TAA and the Construction Manager (if applicable) permitting evaluation, consideration and comment. Design Professional will provide written responses to all TAA comments, including identification of any comments by TAA which Design Professional believes may result in any problems with the Project. Following each response, Design Professional will incorporate the revisions to the documents as are required until TAA has approved Construction Documents. TAA will notify Design Professional in writing of TAA's approval or disapproval of any document. Any disapproval notice will specify in reasonable detail TAA's objections. If TAA disapproves the Construction Documents, and the disapproval is consistent with prior TAA approvals and the Design Professional has failed to incorporate prior documented directions from TAA, Design Professional will modify documents as necessary to remedy TAA's objections, at no cost to TAA. Design Professional will furnish TAA a set of the approved Construction Documents for TAA's records and reference.

6.5 PROCUREMENT OF CONSTRUCTION SERVICES SUBLEVEL.

6.5.1 Bid/Proposal Assistance. After TAA approves the Construction Documents and the preliminary estimate of construction cost, Design Professional will assist TAA in the solicitation and

obtaining of competitive bids or negotiated proposals. This assistance will include: (a) preparing necessary bid documents upon request; (b) establishing a list of prospective bidders or contractors; (c) qualifying contractors and suppliers; (d) clarification or amendment of bid or proposal documents through Addenda or otherwise; (e) evaluation, negotiation and award, at TAA's request, of the Construction Services Agreement, (f) assisting TAA in the investigation, evaluation, negotiation, and/or resolution of bid disputes; and (g) other ancillary agreements. Design Professional shall be responsible for assisting TAA with any pre-bid or pre-proposal conferences and for responding to any questions which arise during the construction services procurement phase. Design Professional shall also be responsible for incorporating all necessary Construction Documents or other necessary Design Documents into the Contract Documents for the Project.

6.5.2 Competitive Bids. For the procurement of construction services through competitive bid procedures, the following will apply: (a) competitive bidding documents will consist of bidding requirements, the proposed Construction Services Agreement, any supplementary conditions, and any other documents required by TAA for the bid solicitation; (b) if requested by TAA, Design Professional will arrange for procuring the reproduction of bidding documents, at TAA's cost, for distribution to prospective bidders; (c) if requested by TAA, Design Professional will distribute the bidding documents to prospective bidders and request their return upon completion of the bidding process, including the maintenance of a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders; (d) Design Professional will consider and provide recommendations to TAA regarding requests for substitutions, if permitted by the bidding documents, and will prepare and distribute addenda identifying TAA approved substitutions and clarifications to all prospective bidders; (e) Design Professional will participate in or, at TAA's direction, will organize and conduct a pre-bid conference for prospective bidders; and (f) Design Professional will assist TAA in bid validation and determination of the successful bid, if any.

6.5.3 Qualifications Based Negotiations or Proposals. For the procurement of construction services through qualifications based negotiations, the following will apply: (a) proposal documents will consist of proposal requirements, the proposed Construction Services Agreement, any supplementary conditions, and any other documents required by TAA for the request for qualifications or proposals; (b) if requested by TAA, Design Professional will arrange for procuring the reproduction of proposal documents, at TAA's cost, for distribution to prospective Contractors; (c) if requested by TAA, Design Professional will distribute the proposal documents to prospective Contractors and organize and participate in selection interviews with prospective Contractors; (d) Design Professional will consider requests for substitutions, if permitted by the proposal documents, and will prepare and distribute addenda identifying approved substitutions to all prospective Contractors; (e) Design Professional will participate in or, at TAA's direction, will organize and conduct a pre-bid conference for prospective Contractors; (f) Design Professional will assist TAA in the evaluation of qualifications or proposal evaluations and determination of the successful proposal, if any, and (g) assist TAA in the negotiation of a GMP with the Construction Manager (if applicable).

6.5.4 Project Budget Modifications. In the event that TAA is unable to award a Construction Services Agreement which is within the Construction Budget approved of pursuant to Section 6.4.6, TAA may require Design Professional, at no cost to TAA, to: (a) revise all or any part of the Drawings and/or Specifications of the Project that TAA may deem advisable for the purpose of reducing the project cost to within the Construction Budget approved of pursuant to Section 6.4.6; or (b) perform any or all of the

services described in this Section 6.5 as may be necessary to obtain a bid or proposal not exceeding the Construction Budget approved of pursuant to Section 6.4.6.

ARTICLE 7

LEVEL III - CONSTRUCTION ADMINISTRATION SERVICES

7.1 **GENERAL.** Design Professional's Level III services for the Project will commence with the award of the Construction Services Agreement and will terminate at the issuance by TAA of the Certificate for Final Completion. Design Professional will assist TAA in any negotiations with Contractor involving revisions to the Construction Services Agreement. Design Professional shall perform all other responsibilities necessary to carry out the general intent and specific provisions of this Agreement and to fulfill Design Professional's role under the Construction Services Agreement.

7.2 PROJECT CONSTRUCTION SUBLEVEL.

7.2.1 Coordination of Services. Design Professional will integrate the activities of TAA's consultants and Design Professional's Subconsultants into the Project Schedule. Design Professional will coordinate the flow of information between all design team members.

7.2.2 Permits. Design Professional will assist TAA in connection with TAA's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. Design Professional will also assist TAA in applying for and obtaining permits and approvals of plans and Contract Documents from governmental authorities having jurisdiction over the Project. TAA will pay all fees related to governmental authorities plan check and permits.

7.2.3 Schedule of Values. Design Professional shall review the proposed Schedule of Values submitted by the Contractor, and provide a written evaluation to TAA. Design Professional shall seek to protect TAA from front-end loading or unbalanced pricing, or both, by Contractor.

7.2.4 Pre-Construction Conference and Construction Management Program. Before Contractor begins any Work at the Site, a pre-construction conference between TAA, Design Professional and Contractor's representatives will be held to discuss security, safety, storage, construction, the Project Schedule, the Schedule of Values, employee access and parking, limitations on Contractor use of the Site, if any, Contractor's plans for proceeding with the Work, Contractor's proposed Quality Control Program, and any other necessary matters. Design Professional shall monitor the Work to assure that the Construction Management Program and Contractor's Quality Control Program is followed during the Project, and promptly notify TAA of matters inconsistent therewith.

7.2.5 Submittal Review. Design Professional shall review and approve Submittals, Shop Drawings, Product Data, Samples, and other required submissions, including any resubmission of information, from the Contractor within seven (7) Calendar Days of receipt. Such submissions shall be approved only if they are in conformance with the design concept of the Project and in full compliance with the Contract Documents. In the event, a Submittal or other submissions can not be reviewed and responded to within seven (7) Calendar Days, Design Professional shall notify Contractor and TAA in writing stating the reason for the delay.

7.2.6 Interpretation of Contract Documents. Design Professional will provide interpretations of the requirements of the Contract Documents. Design Professional shall render written interpretations within seven (7) Calendar Days of receipt of any written request from TAA or Contractor or, if required for the efficient flow of the Work or to otherwise minimize delay on the Project, in such lesser time as directed by TAA. The interpretations shall be consistent with the intent of and reasonably inferable from the Contract Documents.

7.2.7 Communications to Contractor. During the Project, instructions or other communications between TAA and Contractor may be accomplished through Design Professional.

7.2.8 Construction Meetings. Design Professional shall schedule, attend, and conduct weekly progress meetings during construction of the Project to address and resolve such matters as procedures, scheduling problems, work deficiencies, submittals, Requests For Information (RFIs), and/or other matters relating to the completion of the Project in accordance with the Contract Documents. Special on-site meetings shall be held as requested by the TAA or deemed necessary by Design Professional. Design Professional shall record, publish, and distribute detailed written minutes to all attendees and the TAA and Contractor within three (3) Calendar Days after each regular meeting and any special meeting.

7.2.9 Assistance with Controversies, Claims, and Disputes. During the Project, Design Professional shall assist TAA in investigating, evaluating, and negotiating controversies, claims or disputes between TAA and the Contractor relating to the Work, including those matters relating to the execution or progress of the Work, Unacceptable Work, or Unauthorized Work, changes to the Work, or the interpretation of the Contract Documents. Design Professional shall have no authority to resolve any controversies, claims or disputes on behalf of TAA, and shall only have the ability to provide a nonbinding recommendation to TAA regarding any controversy, claim, or dispute with Contractor.

7.2.10 Applications for Payment.

(a) Certification of Payment. Based on Contractor's Applications for Payment from the Contractor, the approved Schedule of Values, and all information then known to Design Professional, Design Professional shall determine the amounts payable to Contractor and shall certify to TAA the amount which Design Professional believes is due to Contractor pursuant to Contractor's Application for Payment within four (4) Calendar Days after receipt of Contractor's Application for Payment. As part of Design Professional's Certification, Design Professional shall specify in writing any reasons for withholding payment to Contractor, in full or in part, in accordance with this Agreement and the Construction Services Agreement

(b) Representation of Design Professional. Design Professional's Certification for Payment will constitute a representation to TAA, based on Design Professional's evaluation of the Work to date and on the data comprising the Contractor's Application for Payment, that the Project has progressed to the point indicated and that, to the best of Design Professional's knowledge, information and belief, the quality of the Work performed is in accordance with the Construction Services Agreement. The foregoing representations are subject (a) to an evaluation of the Work performed for conformance with the Construction Services Agreement upon Substantial Completion, (b) to results of subsequent tests and inspections, (c) to correction of minor deviations from the Construction Services Agreement prior to completion, and (d) to specific qualifications expressed by Design Professional. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that

Design Professional has (a) made exhaustive or continuous onsite inspections to check the quality or quantity of the Work performed, (b) reviewed construction means, methods, techniques, sequences or procedures, or (c) ascertained how or for what purpose Contractor has used monies previously paid.

(c) Rejection of Applications for Payment. Design Professional may decline to certify Contractor's Application for Payment, or a part thereof, for any of the following reasons: (a) unsatisfactory job progress; (b) Unacceptable Work or Unauthorized Work; (c) failure of Contractor to submit an Application for Payment in accordance with the requirements of the Contract Documents; (d) disputed Work; (e) Contractor's failure to comply with material provisions of the Contract Documents; (f) third party claims filed or evidence that a claim will be filed; (g) failure of Contractor or Subcontractor to make timely payments for labor, equipment, or materials; or (h) damages to TAA.

(d) Releases and Claims. Design Professional will review all preliminary notices received by TAA and the labor and material lien releases (including, conditional and unconditional releases, as applicable) to be provided by Contractor and all Subcontractors as required by law and the Construction Services Agreement. Further, Design Professional will inform TAA in writing of any inconsistency or problem with any Application for Payment. Design Professional will make all reasonable efforts to confirm that all labor, materials, and equipment are paid for by Contractor or its Subcontractors. Design Professional shall maintain a record of any types of claims made by Contractors and Subcontractors and advise the TAA of such claims.

7.2.11 Site Visits. Design Professional shall visit the site at intervals appropriate to the stage of construction, and, in no event, less than the site visit schedule set forth in Exhibit B (Scope of Services) to this Agreement. For each site visit, Design Professional shall prepare and provide TAA a copy of a written report regarding the details of the site visit.

7.2.12 Observation of Work. During the Project, Design Professional shall provide field administration and observation of the Work. Field administration and observation of the Work shall include Design Professional's Subconsultants in the fields of architectural, structural, mechanical, electrical, civil, and other professional disciplines or specialties. Design Professional shall require Subconsultants to provide field administration and observation to Design Professional. Design Professional will take appropriate action to prevent or have corrected, as appropriate, any Work which is Unauthorized Work or Unacceptable Work.

7.2.13 Reporting to TAA. Design Professional will report to TAA in writing: (a) its findings based on its Site visits and field administration and observation of the Work; (b) all known deviations from the Contract Documents; (c) anticipated delays and from the most recent Project Schedule submitted by Contractor; and (d) any Work which is Unauthorized Work or Unacceptable Work. If requested by TAA, Design Professional will meet and consult with TAA on such items and provide recommendations as requested.

7.2.14 Project Records. Design Professional shall create detailed and accurate records in a form approved by TAA reflecting the status of the Project, the progress of the Work, the Construction Management Program, the Project Schedule, and the Level III services performed by Design Professional.

7.2.15 Acts, Errors, or Omissions of Contractor. Design Professional will be responsible for the negligent acts, errors, or omissions of Design Professional and its Subconsultants, but will not have control over or charge of and will not be responsible for acts, errors, or omissions of Contractor,

Subcontractors, or their agents or employees, performing portions of the Work. Design Professional will not have control or charge of and will not be responsible for the construction means, methods, techniques, sequences or procedures; for fabrication, procurement, shipment, delivery or installation, or for safety precautions and programs in connection with the Project.

7.2.16 Rejection of Unauthorized or Unacceptable Work. Design Professional will have authority to reject Work which is Unauthorized Work or Unacceptable Work pursuant to the terms of the Construction Services Agreement. However, neither this authority of Design Professional nor a decision made in good faith either to exercise or not to exercise such authority will give rise to a duty or responsibility of Design Professional to Contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. Whenever, in Design Professional's opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, Design Professional may request a special inspection or testing of any Work on the Project in accordance with the provisions of the Contract Documents, whether or not any Work on the Project is then fabricated, installed or completed. Design Professional shall provide notice and seek approval from TAA prior to initiating any special testing or inspections not set forth in the Contract Documents.

7.2.17 Failure to Prosecute the Work. If Contractor refuses or fails to prosecute Work, or any part thereof, with such diligence as will ensure its completion within the Contract Time or any extension thereof, or fails to complete the Work within the Contract Time, or refuses to correct Unacceptable or Unauthorized Work, Design Professional shall immediately notify TAA upon Design Professional becoming aware of the situation. Design Professional shall consult with TAA to resolve design issues, if any, involved in the situation.

7.2.18 Changes to Construction Services.

(a) Unauthorized Changes. Design Professional shall use its best efforts to assure that no changes in the Contract Documents are made by any person without prior written consent of TAA.

(b) Change Orders. Design Professional shall review and analyze all requests for Change Orders, including any documents offered to substantiate such requests. Design Professional shall fully evaluate the merit and requested costs related to each Change Order request, submit timely written recommendations to TAA, assist TAA in negotiations of such changes, and prepare and issue those Change Orders approved by TAA. Design Professional shall maintain accurate records reflecting any changes to the Work.

(c) Force Account Orders. If it is determined by Design Professional that, consistent with the best interests of TAA, circumstances do not permit the parties the time, ability, or opportunity to negotiate a Change Order, Design Professional shall recommend to TAA the issuance of a force account order. Force account work shall be directed by a written order prepared by the Design Professional and signed by both Design Professional and TAA, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or GMP, or Contract Time, or both, as applicable.

(d) Minor Changes. Design Professional may order minor changes in the Work not involving an adjustment in the Contract Sum or GMP or extension of the Work schedule and not

inconsistent with the intent of the Contract Documents. Such minor changes shall be effected by written order submitted by Design Professional and approved by TAA.

(e) Reasons for Changes. In conjunction with TAA and subject to TAA's approval and consent, Design Professional will determine the reason(s) for each construction Change Order or Force Account Order generated, and will allocate the cost of the change to a specific reason. Acceptable reasons for a construction Change Order or Force Account Order should be chosen from the one of the following: (i) TAA requested change; (ii) governmental authority mandated change; (iii) changes due to unforeseen or hidden conditions; (iv) errors or omissions on behalf of Design Professional, or (v) errors or omissions on behalf of Contractor.

7.3 PROJECT CLOSEOUT SUBPHASE.

7.3.1 Substantial Completion. Upon notice from Contractor that the Work, or a designated portion thereof, has reached Substantial Completion, Design Professional will conduct a preliminary inspection tour of the Work with Contractor. If the Design Professional concurs with Contractor's determination, Contractor, Design Professional, and TAA shall conduct a joint inspection of the Work. If the Work has reached Substantial Completion, Design Professional shall prepare a Certificate of Substantial Completion and a Punch List of remaining items to be completed by Contractor. The Certificate of Substantial Completion shall be executed by Design Professional and Contractor and submitted to TAA for approval. The Certificate of Substantial Completion shall: (a) establish the date of Substantial Completion; (b) state the responsibilities of TAA and Contractor for security, maintenance, heat, utilities, damage to Work, insurance, and correction of the items listed on the Punch List; and (c) state the estimated value of the Work and time to complete all the items on the Punch List. As part of the Substantial Completion process, Design Professional shall collect from Contractor and forward to TAA all necessary documentation for the Project, including the Record Drawings and Specifications, the Warranty and Guarantee Certificate, operating and maintenance manuals, and applicable startup and commissioning documents.

7.3.2 Final Completion. Design Professional will review the Punch List Work completed by Contractor and otherwise verify that the Project has reached Final Completion. Design Professional shall collect from Contractor and forward to TAA all documents necessary for Final Completion. Upon Final Completion, Design Professional shall prepare a "Certificate of Final Completion" that: (a) establishes the date of Final Completion; and (b) states that all requirements for Final Completion have been satisfied, including a final inspection by TAA, Contractor, and Design Professional. The Certificate of Final Completion shall be executed by Contractor and Design Professional and forwarded to TAA for approval. Execution by Design Professional of the Certificate of Final Completion will constitute a representation by Design Professional to TAA that to the best of Design Professional's knowledge, information, and belief, the Work has been completed in accordance with the Contract Documents. Final Completion, however, shall not preclude or estop TAA from correcting any measurement, estimate, or certificate made before or after completion of the Work, nor shall TAA be precluded or estopped from recovering from Design Professional, such overpayment or damages as may be sustained by TAA by failure on the part of Design Professional to fulfill its obligations under the Agreement.

ARTICLE 8

TAA

8.1 PROJECT REQUIREMENTS. TAA will provide information regarding requirements for the Project including budget information and a conceptual direction. Design Professional shall timely notify TAA in writing if Design Professional requires additional information and of any information provided by TAA which Design Professional believes to be unclear or insufficient for the successful completion of the Project. TAA will designate a representative to act on its behalf with respect to the Project.

8.2 SURVEYS, SOIL TEST REPORTS, AND TESTS. Design Professional shall have the right to rely upon surveys, soil test reports, and tests which are stamped by an appropriately licensed professional and provided by TAA to Design Professional. However, Design Professional shall carefully examine all surveys, soil test reports, and tests whether obtained by Design Professional or TAA. Design Professional shall promptly report to TAA any errors, omissions or inadequacies in such surveys, soil test reports, and tests of which Design Professional becomes aware as a result of such examination or otherwise and of any disagreement Design Professional may have with the conclusions of such surveys, soil test reports, and tests. Design Professional and its Subconsultants, if any, shall make themselves available to any person retained by TAA to prepare any surveys, soils test reports, and tests.

8.3 TAA APPROVALS, REVIEW, OR INSPECTIONS. Any approval, review, or inspection by TAA, wherever required by this Agreement or whenever actually conducted by TAA, shall not relieve Design Professional of responsibility for (a) any errors and omissions by Design Professional, (b) compliance with the Design Documents, the Contract Documents, or this Agreement, or (c) performing the Services in accordance with the Standard of Care.

ARTICLE 9

COMPENSATION AND PAYMENT

9.1 COMPENSATION FOR BASIC SERVICES. TAA will pay Design Professional the Compensation for Basic Services set forth in Exhibit C (Compensation for Basic Services) to this Agreement in accordance with the terms contained therein and the terms of this Agreement. The Compensation for Basic Services represents the lump sum amount agreed to by TAA and Design Professional for the Basic Services to be provided by Design Professional for the Project.

9.2 COMPENSATION FOR ADDITIONAL SERVICES. TAA will pay Design Professional for any Additional Services provided in accordance with the terms of this Agreement. Compensation for Additional Services will be determined based upon the actual expenses incurred by Design Professional plus the actual hours expended by Design Professional's personnel for the Additional Services. In determining the personnel costs associated with any Additional Services, the parties will use the hourly rates set forth in Exhibit A (Personnel) to this Agreement. Hourly rates set forth in Exhibit A (Personnel) to this Agreement allow for all factors relative to Design Professional's professional fees, including all direct or indirect personnel expenses for such personnel. A "Not-To-Exceed" amount may be agreed to by the parties in advance of any Additional Services. Expenses to be reimbursed as part of Additional Services will be on the basis of actual costs incurred by Design Professional and, to the extent possible, approved of in advance by TAA. For any claim for fees for Additional Services not approved by TAA, Design Professional will comply with Section 10.3 of this Agreement.

9.3 COMPENSATION FOR SPECIAL SERVICES. Depending on the Project, certain Special Services may be required to be performed or provided by Design Professional. For purposes of this Agreement, "Special Services" will include any of the following: (a) special inspections; (b) surveys; (c)

environmental testing; (d) materials testing; and (e) geotechnical evaluation. For any Special Services supplied by Design Professional under subconsultant contracts, Design Professional will be entitled to receive reimbursement for the actual costs of such subconsultant Special Services plus 10%.

9.4 PROJECT EXPENSES. All Project expenses shall be incorporated into the amount identified in Exhibit C, Compensation for Basic Services. Any costs associated with fees for any outside agencies' plan check, net reproduction costs associated with bid sets of contract documents, or costs related to permits associated with the Project incurred by Design Professional will be reimbursable to the Design Professional at cost.

9.5 DESIGN PROFESSIONAL FEE APPLICATIONS. For all fees or expenses requested to be paid by TAA, including those for Basic Services, Additional Services, Special Services, and Project Expenses, Design Professional will submit to TAA a monthly fee application in such form and accompanied by such supporting documentation as TAA may direct. Based on the fee application(s) submitted by Design Professional and approved by TAA, TAA will compensate Design Professional for those fees or expenses due and owing pursuant to the terms of this Agreement. Such release(s) shall be in a form reasonably acceptable to TAA. Payments of amounts due Design Professional shall be made within thirty (30) days after TAA approval of Design Professional's fee application.

9.6 WITHHOLDING. TAA may withhold payment of all or part of a fee application to Design Professional for any of the following reasons: (a) unsatisfactory progress of the services; (b) fees requested which are not yet due; (c) an incomplete or improper fee application; (d) fees not sufficiently documented; (e) damages arising from errors or omissions of Design Professional or any person for whom Design Professional may be liable; (f) compensation for services that are the subject of a dispute between TAA and Design Professional; (g) Design Professional's failure to comply with the terms of this Agreement; (h) third party claims filed against TAA or reasonable evidence that a claim will be filed; (i) failure of Design Professional or a Subconsultant to make timely payments for services performed by Subconsultants; or (j) for any other reason permitted by law. If TAA withholds payment of all or part of a fee application, TAA will promptly provide written notice to Design Professional of the reasons for withholding payment and of the amount withheld. Any amount withheld by TAA will be reasonably related to the costs of correcting the deficiency set forth in the written notice.

9.7 SETOFF. Any amounts due to TAA from Design Professional related to the performance of the Services under this Agreement may be setoff against any amounts due to Design Professional under this Agreement. If no money is due Design Professional, Design Professional hereby agrees to pay to TAA any amounts due and owing under this Agreement.

9.8 ACCOUNTING RECORDS. Records of all costs for the Project, including expenses pertaining to Services on the Project, all compensation under this Article, and changes in Services will be maintained by Design Professional on the basis of generally accepted accounting principles and will be consistently applied.

ARTICLE 10

CHANGES IN SERVICES

10.1 ADDITIONS OR DELETIONS OF SERVICES. Additions or deletions in the Services to be provided by Design Professional, including services required of Subconsultants, may be accomplished after

execution of the Agreement, without invalidating the Agreement. All additions or deletions to the Services shall be made in writing in a form approved by TAA and shall properly reflect any changes in the cost of the Services or the Design Services Schedule. Any additions or deletions in the Services shall not become effective until the writing reflecting such change in Services is executed by both TAA and Design Professional. Except for a change due to the fault of or an error or omission of Design Professional, added Services requested by TAA will entitle Design Professional to an adjustment in compensation as agreed to by the parties in accordance with the terms of this Agreement. For deleted Services, TAA will receive a credit against Design Professional's fees for the value of any deleted Services.

10.2 ADDITIONAL SERVICES. Consistent with the terms of this Agreement, Design Professional shall be entitled to an appropriate adjustment in Design Professional's schedule and compensation for Additional Services rendered during the Project. Any adjustment to the fees to be paid Design Professional or to the Design Services Schedule will be determined in accordance with Section 10.3 below. Additional Services shall be limited to those services actually performed by Design Professional for any of the following reasons:

10.2.1 Changes in the instructions or approvals given by TAA that necessitate significant revisions in the Contract Documents previously approved by TAA;

10.2.2 Enactment or revision of codes, laws or regulations or official interpretations after the date the Contract Documents were prepared which necessitate changes to previously prepared documents, where Design Professional could not have had knowledge of the pending change;

10.2.3 Failure of performance on the part of TAA or TAA's consultants or contractors which significantly affects the services, where Design Professional has not contributed to the failure or performance, Design Professional has timely notified TAA of such failure of performance, and Design Professional has taken all appropriate actions to mitigate the effect of such failure of performance; or

10.2.4 Preparation for and attendance at a public hearing, a dispute resolution proceeding, or a legal proceeding, except where Design Professional is party thereto or where Design Professional is alleged to be at fault or has committed an error or omission which is at issue therein.

10.3 ADJUSTMENT OF COMPENSATION OR DESIGN SERVICES SCHEDULE FOR ADDITIONAL SERVICES. Design Professional will give to TAA written notice within thirty (30) Calendar Days after the occurrence of any event that Design Professional believes may give rise to any claim by Design Professional for an increase in compensation or additional time in the Design Services Schedule. Within twenty-one (21) Calendar Days after notice of an event, Design Professional will supply TAA with a detailed statement supporting Design Professional's request for an adjustment of compensation or to the Design Services Schedule. TAA will not be liable for, and Design Professional hereby waives, any claim or potential claim of Design Professional of which Design Professional knew of and which was not reported by Design Professional in accordance with the provisions of this Section. Design Professional further agrees to continue performance of Services during the time any claim of Design Professional hereunder is pending. TAA will not be bound to any adjustments in the compensation or time for Design Professional's claim unless expressly agreed to by TAA in writing. No claim by Design Professional will be allowed if asserted after final payment to Design Professional under this Agreement. In the event Design Consultant disputes TAA's determination, Design Professional will continue with the provision of the services, while retaining any and all other rights Design Professional may have at law or equity under the Dispute Resolution provisions herein.

ARTICLE 11

RECORDS AND DOCUMENTS

11.1 OWNERSHIP OF DOCUMENTS. The Plans, Drawings, Specifications, reports, renderings, final models, and other documents, including, but not limited to, all computer data and files, electronic media or other tangible forms in which information is stored, to be prepared and furnished by the Design Professional pursuant to this Agreement shall be the property of TAA. TAA will not reuse, alter or modify them without consultation and a written response of the Design Professional. In the event such documents are used without further consultation of the Design Professional, TAA agrees to indemnify and hold harmless the Design Professional from any claims arising from the reuse of the documents.

11.2 ACCESS AND PRODUCTION OF DOCUMENTS. Within seven (7) Calendar Days of TAA's written request, Design Professional shall afford TAA, or its authorized agent, access to and the right to reproduce the Design Documents, including Design Professional's records, documents, books, correspondence, schedules, calendars, instructions, Drawings, receipts, vouchers, memoranda and similar data relating to the Agreement or any Services related thereto, regardless of whether such items are in paper or electronic form.

11.3 RETENTION OF DOCUMENTS. Design Professional will preserve all Design Documents and records relating to the Project for a period of at least five (5) years after Final Completion, or for any longer period of time as may be required by Applicable Laws. Design Professional shall include in its contracts with its Subconsultants a like provision regarding the retention of Project documents and records and which further allows TAA the right to inspect, audit, and/or copy such Project documents and records. For electronic files or documents, text documents shall be maintained in a format compatible with software used by TAA.

11.4 RECORD DRAWINGS AND SPECIFICATIONS. During the course of construction of the Project, Design Professional will review the marked-up construction prints, Drawings, plans, Specifications and other data maintained at the Project Site by Contractor to determine that Contractor is regularly updating the same to reflect changes in the Project. Design Professional, if requested by Contractor, will assist Contractor in the preparation of accurate Record Drawings and Specifications for the Project. The Record Drawings and Specifications will show all changes in the Project made during construction based on marked-up prints, Drawings and other data furnished by the Contractor to Design Professional, and Design Professional will be entitled to rely upon the accuracy and completeness thereof, except as provided otherwise in this Agreement. Upon Substantial Completion of the Project, Design Professional shall review and provide to TAA four (4) sets of the final Record Drawings and Specifications for the Project, four (4) sets of bound manuals and warranties, and one (1) set of reproducible mylar copies of Drawings showing changes made during the construction process, based on the marked up prints, Drawings and other data furnished by Contractor to the Design Professional. In addition, Design Professional will provide electronic file copies of the final versions of the Design Report, Specifications with Addenda, and the Record Drawings and Specifications.

ARTICLE 12

INDEMNIFICATION

12.1 TAA RIGHT TO INDEMNITY. To the fullest extent permitted by law, and without limiting any indemnification otherwise provided at law or in equity, Design Professional will fully protect, indemnify, defend and hold harmless the Indemnitees for, from and against all Actions and Indemnification Costs to the extent caused by or resulting from, either directly or indirectly, any of the following:

12.1.1 Services. Whether arising before or after completion of the Project, (a) the failure of Design Professional, any Subconsultant, or anyone directly or indirectly employed by any of them for whose acts any of them may be liable, to perform the Services in accordance with the terms of the Agreement, and/or (b) the negligent acts, errors, or omissions of Design Professional, any Subconsultant, or anyone directly or indirectly employed by any of them for whose acts any of them may be liable;

12.1.2 Intellectual Property. The infringement of any intellectual property right by Design Professional or its Subconsultants, including those arising from any claim that the Design Documents or any part of the documents prepared by Design Professional for TAA or that the Project or any part of the Project constructed in accordance with the documents prepared by Design Professional for TAA infringe on any proprietary rights or United States patent or copyright now or hereafter issued or existing;

12.1.3 Taxes. Design Professional's failure to pay when due any and all sales, excise, transaction privilege, gross receipts, use, compensation, and like taxes or assessments, now or hereafter imposed or levied by (a) the State of Arizona, (b) any city, town, county or other political division, (c) any governmental authority, or (d) any other applicable tax authority, in connection with the Services performed;

12.1.4 Employee Benefits. Design Professional's failure to pay any and all monies, taxes or contributions for unemployment insurance, retirement benefits, life insurance, annuities and any other benefits now or hereafter imposed by Applicable Laws or collective bargaining agreements with respect to persons employed by Design Professional or any Subconsultant in connection with the Services; or

12.1.5 Combination. Any combination of items in this Section 13.1.

12.2 EFFECT OF WORKER'S COMPENSATION. The rights under this Article will not be limited in any way by any limitation on the amount or type of costs, compensation or benefits payable by or for Design Professional, Subconsultants or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

12.3 CHOICE OF COUNSEL. If any Action is brought against the Indemnitees, Design Professional will resist and defend the Actions and pay all Indemnification Costs using counsel reasonably acceptable to Indemnitees. Nothing contained in this Article will be construed as prohibiting the Indemnitees (at their option) from retaining their own legal counsel and defending any Action brought against them. Design Professional will reimburse the Indemnitees for all Indemnification Costs of separate legal counsel, provided that there is otherwise a right to indemnity by TAA under this Article.

12.4 SETOFF FOR INDEMNIFICATION COSTS. Monies due Design Professional under the Agreement may be setoff and used by TAA for Indemnification Costs.

12.5 NOT LIMITING INSURANCE. The rights under this Article will not be limited by reason of any insurance coverage required under the Agreement.

12.6 NOT LIMITING OTHER INDEMNIFICATION RIGHTS. This Article will not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist to Indemnitees.

ARTICLE 13

INSURANCE

13.1 GENERAL. Effective the date of this Agreement and prior to the performance of any Services, Design Professional shall continuously maintain the insurance coverages specified in this Agreement. Such insurance shall be maintained for the entire period of the Agreement and for any other additional period set forth herein. Design Professional shall purchase all insurance from a company with a Best's Key Rating of A-VII or higher and one which is licensed to do business in the state of Arizona. Design Professional shall purchase and maintain liability insurance which will protect itself and the Additional Insureds from any and all claims set forth below which may arise out of, result from, or relate to operations of Design Professional or any Subconsultant under this Agreement, whether such operations be by Design Professional or by any Subconsultant, or by anyone directly employed by any of them, or by anyone for whose acts any of them may be liable.

13.2 REQUIRED COVERAGES.

13.2.1 Policy Limits and Duration. Design Professional shall procure insurance policies with the following policy limits and for the following durations:

13.2.2 Commercial General Liability. Design Professional shall provide and maintain insurance at least as broad as the Insurance Service Office Commercial General Liability insurance form CG 00 01 with a per project aggregate endorsement in an amount not less than \$1,000,000.00, which could be provided in a combination of primary and umbrella policies. Coverage shall be on an "occurrence" basis, not a "claims made" basis. The policy shall not contain any restrictions of coverage with regard to operations on or near airport premises. The policy required herein shall be endorsed to name TAA as an additional insured, and shall provide that such insurance is primary. The liability coverage referred to in this Section shall contain no exclusions or limitations with regard to explosion, collapse, or underground hazard (XCU) coverage. Any supplementary payments, including defense costs, shall be in excess of policy limits.

13.2.3 Professional Liability Insurance. Design Professional shall provide and maintain "Professional Liability", or errors and omissions, insurance in an amount not less than \$1,000,000.00. Design Professional's professional liability insurance policy shall be written on a claims made basis. The professional liability insurance policy shall provide for continued coverage for a period of five (5) years after Final Completion. Following Final Completion, the Design Professional shall be required to provide written verification of such continuing coverage under its professional liability insurance policy, including the annual submission of Certificates of Insurance to TAA and any other information requested by TAA related thereto. The professional liability insurance policy shall cover professional misconduct or lack of ordinary skill for those services provided pursuant to the scope of work of the written agreement executed by the parties.

13.2.4 Automobile. Design Professional shall provide and maintain "Automobile Liability" insurance covering owned, non-owned, leased and hired vehicles with combined single limits in an amount not less than \$1,000,000.00, which could be provided in a combination of primary and umbrella policies. All vehicles used by the successful person or firm on TAA property shall carry appropriate proof of insurance.

The automobile liability policy shall not contain any restrictions of coverage with regard to operations on or near airport premises.

13.2.5 Worker's Compensation. Design Professional shall provide and maintain "Workers' Compensation" insurance in the statutory amounts as required by the State of Arizona, and "Employer's Liability" insurance in an amount not less than one million dollars (\$1,000,000.00).

13.3 ADDITIONAL INSURED, SEVERABILITY OF INTERESTS, AND TAA'S INSURANCE NON-CONTRIBUTING. The Commercial General Liability insurance policy required herein shall be endorsed to name and protect all Additional Insureds on such policies. The Commercial General Liability insurance policy required herein shall state that the inclusion of more than one insured shall not operate to impair the right of one insured against another insured and the coverages afforded shall apply as though separate policies had been issued to each insured except with respect to the limits of liability which shall not be increased regardless of the number of insureds. All insurance policies required herein shall provide that such insurance is primary with any other applicable insurance carried by TAA and shall be so endorsed. Any other insurance carried by TAA shall be excess and noncontributing with respect to the insurance required hereunder.

13.4 PROOF OF INSURANCE. Promptly after notification of the award of the Agreement, and prior to the commencement of any Services, Design Professional shall deliver to TAA certificates of insurance, evidencing all coverages required hereby. In addition, the certificates shall clearly state that: (a) TAA and the Additional Insureds are named as additional insureds; (b) the insurance is primary as set forth above; and (c) TAA shall receive at least thirty (30) Calendar Days notice of cancellation as set forth above. The acceptance of such certificates will not relieve Design Professional of the responsibility of compliance with the provisions of this Section and TAA will not be deemed to imply, warrant, or waive compliance by acceptance of said certificates. If requested in writing, Design Professional will furnish to TAA certified copies of all insurance policies and endorsements. All insurance policies and endorsements shall be certified by the insurer before risk of loss may occur, but in no event more than ten (10) Calendar Days after execution of the Agreement.

13.5 ENDORSEMENTS. Design Professional shall provide TAA a copy of all endorsements. The Commercial General Liability insurance policy must be endorsed to: (a) all the Additional Insureds; (b) use a form acceptable to TAA; (c) provide all required coverages including coverages for both ongoing and completed operations; (d) stipulate that such insurance is primary and is not excess of, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds; and (e) contain a cross liability/severability endorsement. All insurance policies required herein shall waive any and all rights of subrogation against the Additional Insureds.

13.6 MANDATORY DEDUCTIBLE. If by the terms of this insurance any mandatory deductibles are required, or if Design Professional should elect, with concurrence of TAA, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, Design Professional shall be responsible for payment of the amount of the deductible in the event of a paid claim.

13.7 FAILURE OF COVERAGE. If TAA is damaged by the failure of Design Professional to obtain or maintain insurance as required herein, then Design Professional shall bear all reasonable costs properly attributable thereto. All the insurance policies shall contain an endorsement providing that written notice by registered mail shall be given to TAA at least thirty (30) Calendar Days prior to termination or cancellation of coverage of any policy. Design Professional, upon its knowledge, shall promptly advise

TAA in writing of any and all cancellation in insurance coverage. Failure of the Design Professional to give such notice may, at the sole option of TAA, be deemed a breach of Agreement, and TAA shall have the option of canceling the Agreement and/or of pursuing any and all other legal remedies it has against Design Professional for breach of the Agreement.

ARTICLE 14

EVENTS OF DEFAULT AND TERMINATION

14.1 TERMINATION FOR CAUSE.

14.1.1 Design Professional and TAA acknowledge and agree that the following will constitute an event of default and that the occurrence of one or more of such events of default will constitute a material breach of this Agreement that will allow the other party to terminate this Agreement for cause in accordance with this Section:

(a) the institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against a party under any section or chapter of the United States Bankruptcy Code or under any similar laws or statutes of the United States or any state thereof if such proceedings have not been dismissed or discharged within thirty (30) Calendar Days after they are instituted;

(b) the insolvency or making of an assignment for the benefit of creditors or the written admission by a party of the inability to meet its debts as they mature;

(c) the failure to maintain insurance coverage as specified in this Agreement;

(d) a material breach of any representation by Design Professional under the Agreement; or

(e) a material breach of any of the provisions of the Agreement.

14.1.2 Should a party consider the other in default of the Agreement for any reason identified in this Section, the nondefaulting party shall give written notice to the defaulting party specifically identifying the reasons for considering the other in default and identifying the nondefaulting party's intention to terminate the Agreement for cause. The allegedly defaulting party shall have seven (7) Calendar Days from the receipt of the written notice to correct or remedy the reasons for default or otherwise respond to the written notice. If the reasons for the event of default are not remedied within the seven (7) Calendar Day period, the nondefaulting party may issue a final written notice of termination.

14.2 TERMINATION FOR CONVENIENCE BY TAA.

14.2.1 TAA may, at any time, terminate the Agreement for TAA's convenience and without cause. In the event TAA elects to terminate this Agreement for convenience, TAA shall give written notice to Design Professional specifically stating that TAA has terminated this Agreement for convenience.

14.2.2 If the termination is for the convenience of TAA, TAA shall pay to Design Professional the compensation properly due for those Services properly performed and accepted by TAA on the Project prior to the termination date as provided hereunder. Any post-termination wrap-up costs

must be approved by TAA in writing in advance of their accrual or expenditure or Design Professional specifically waives all rights to claim such costs. Under no circumstances shall Design Professional be entitled to an amount for anticipated profit or overhead on unperformed Services. In the event of a termination for convenience, TAA shall have no further liability for compensation, expenses, or fees to Design Professional except as set forth in this subsection 15.2.2.

14.2.3 Design Professional shall insert in each of its contracts with Subconsultants the terms contained in this Section and require that such terms be included in any lower tier Subconsultants relating to the services. Design Professional, and not TAA, shall be responsible for any and all damages to Subconsultants resulting from termination of the Work by convenience.

14.2.4 The rights and remedies of TAA to terminate for convenience are in addition to any other rights and remedies provided by law or under the Agreement.

14.3 ACTIONS UPON TERMINATION. Following the issuance of any written notice of termination, whether it is for cause or for convenience, Design Professional shall: (a) cease performance of the Services as directed by TAA; (b) take all necessary actions, including those that TAA may direct for the protection and preservation of any Services or any Work being performed by Design Professional; and (c) except for those Services directed to be performed in the termination notice, terminate all existing contracts with Subconsultants and enter into no further contracts for the Project.

14.4 TEMPORARY SUSPENSION OF SERVICES. TAA may suspend the Services at any time for the convenience of TAA. Upon written notice of suspension, Design Professional shall immediately cease all Services and not incur any further costs or expenses except as expressly permitted by TAA in writing. If the Project is suspended for more than one hundred eighty (180) Calendar Days through no fault of Design Professional, Design Professional shall be paid for all Services in accordance with Section 15.2 with the written notice of suspension being treated as a written notice of termination for convenience. Otherwise, Design Professional shall recommence performing the Services upon written notice from the TAA and this Agreement shall remain in full force and effect.

14.5 SURVIVAL OF TERMS. Articles 2, 3, 4, 8, 9, 10, 11, 12, 13, 14, and 15, and any other Article, Section, term, covenant or condition of this Agreement that requires the performance of an obligation(s) or forbearance of any act(s) by either party after the expiration or termination this Agreement will survive the expiration or termination of this Agreement. Survival will be to the extent reasonably necessary to fulfill the intent thereof, or if specified, to the extent of specification, as same is reasonably necessary to perform the obligation(s) or forbearance of any act(s) set forth in the term, covenant or condition. Notwithstanding the foregoing, in the event a specific Article, term, covenant or condition is expressly provided for in a clear fashion as to indicate that performance of an obligation(s) or forbearance of any act(s) is no longer required then the specific will govern over this general provision of this Agreement.

ARTICLE 15

MISCELLANEOUS

15.1 ARIZONA CHOICE OF LAW; FORUM SELECTION. The Design Professional Services Agreement is made under and shall be construed in accordance with the laws of the State of Arizona without giving effect to conflict of laws principles. The parties agree that any lawsuit or other cause of

action arising out of or concerning the Design Professional Agreement shall be brought exclusively in a court of competent jurisdiction located in Tucson, Arizona.

15.2 CONTINUING PERFORMANCE. Each party is required to continue to perform its obligations under the Design Professional Services Agreement pending final resolution of any dispute arising out of or relating to the Design Professional Services Agreement.

15.3 INDEPENDENT CONTRACTOR. Design Professional will, at all times, be an independent contractor with regard to performance of the Services. Except to the extent expressly permitted by this Agreement, Design Professional will not represent that it is, or hold itself out as, an agent or representative of TAA. Design Professional will not be authorized to enter into any contract or commitment, change order or other document, to authorize any payment, or to accept or approve any document, Work, services, goods or materials for, in the name of, or on behalf of TAA, except as expressly authorized by this Agreement.

15.4 OPERATION OF THE AIRPORT. Design Professional understands and agrees that as a public entity responsible for the operation of the Airport, TAA may be subject to certain existing or future Airport Requirements which may relate to or impact the Services. Design Professional, its agents and Subconsultants shall comply with all existing or future Airport Requirements in performing the Services under the Agreement. In addition, TAA shall have the right to impose regulations and restrictions upon Design Professional, its agents, and Subconsultants for the performance of the Services should TAA determine, in its sole discretion, that such regulations and restrictions are necessary for the proper and efficient operation of the Airport, including the safety, security and convenience of the Airport, the traveling public, airport personnel, airport tenants, airline personnel, contractors, or others. Any regulations and restrictions imposed by TAA shall not be interpreted to reduce or eliminate Design Professional's duties or responsibilities under the Agreement.

15.5 SEVERABILITY. In the event that any specific article, section or term of the Agreement or the Design Documents is held to be invalid, unlawful or unenforceable, the applicable article, section or term shall be severed from the Agreement or the Design Documents and the remainder of the Agreement or Design Documents shall remain in full force and effect.

15.6 NO WAIVER. The failure of TAA to insist upon strict performance of any of the provisions of the Agreement, or to exercise any rights or remedies provided by the Agreement, or TAA's delay in the exercise of any right or remedies does not release Design Professional from any of its responsibilities or obligations imposed by Applicable Laws or the Agreement. Any waiver by TAA of any rights, duties, or obligations under this Agreement is only effective if it is in writing and it expressly states that it is a waiver of such right, duty, or obligation. A waiver or release on the part of TAA of any breach of any part of the Agreement shall not be held to be a waiver or release of any other or subsequent breach.

15.7 EXTENT OF TAA RIGHTS. The rights of TAA stated in the Agreement are cumulative and are not in limitation of any rights of TAA granted at law or in equity.

15.8 NO THIRD PARTY RIGHTS. The Agreement and all rights under the Agreement are intended for the sole benefit of the parties and, to the extent expressly provided, for the benefit of the Indemnitees, and otherwise shall not imply or create any rights on the part of, or obligations to, any other person or entity, except as, and then only to the extent as, expressly provided elsewhere in the Agreement.

15.9 NOTICES. All notices and communications required under this Agreement must be in writing and may be (a) delivered personally to a party, (b) delivered by facsimile, or may be (c) mailed by deposit in United States certified mail, return receipt requested, or by deposit with a reputable overnight delivery service. Notices will be effective: (a) on the date delivered by personal delivery or facsimile; (b) five (5) Calendar Days following the date deposited in the United States mail; or (c) two (2) Calendar Days following the date delivered to a reputable overnight delivery service. Notices and communications must be delivered or mailed to the parties as specified below. Any party may change its address or addresses for purposes of this section by giving written notice of the change in the manner provided above for giving notice.

If to TAA:

Tucson Airport Authority
7005 S. Plumer Avenue
Tucson, AZ 85756
Phone: (520) 573-4823
Fax: (520) 573-8006

If to Design Professional:

15.10 IMMIGRATION LAW COMPLIANCE. Design Professional represents and warrants that it shall comply with all federal and state immigration laws and regulations, including all requirements regarding verification of employment eligibility for its employees.

15.11 COMPLIANCE WITH A.R.S. §§ 35-391.06 AND 35-393.06. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, the Design Professional hereby certifies that it does not have any scrutinized business operations, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

15.12 NO ASSIGNMENT. Design Professional shall not assign this Agreement without the express written consent of TAA. Should Design Professional seek to assign the Agreement, said assignment shall be presented for the consideration and approval of TAA. Design Professional shall provide any information reasonably requested by TAA regarding the potential assignment, and any potential assignment shall be completed only upon the written approval by TAA.

15.13 ENTIRE AGREEMENT. The Agreement contains the final and complete agreement between the parties for performance of the Services and supersedes all prior and contemporaneous, agreements, statements, representations, negotiations, course of conduct, course of dealing, and communications pertaining to the Services, whether written or oral. The parties will not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not set forth in the Agreement. Any additional or different terms included by Design Professional in its acceptance of the Agreement or changes to the Agreement which are not expressly agreed to in writing by TAA will not become part of the Agreement. Each party acknowledges that it has had an opportunity to review this Agreement with counsel and this document shall not be construed against any party that is determined to have been the drafter of the document.

DRAFT .

TAA

By: _____
Printed Name: _____
Title: _____
Date: _____

DESIGN PROFESSIONAL

By: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT A (PERSONNEL) TO DESIGN PROFESSIONAL SERVICES AGREEMENT

This Exhibit A (Personnel) to Design Professional Services Agreement is attached to and made a part of the Design Professional Services Agreement between Tucson Airport Authority ("TAA") and **[INSERT DESIGN PROFESSIONAL NAME]** ("Design Professional") which is incorporated into and made part of the Design Professional Services Agreement for 20105691 Security Perimeter Fencing and Roadway (the "Agreement") by reference. Capitalized terms not otherwise defined herein shall have the meaning given them in the Agreement.

1. Design Professional will use the following personnel and Subconsultants to perform the Services under the Agreement. The "Hourly Rate" set forth below will be the agreed upon rate for any Additional Services which may mutually agreed to by the parties in accordance with Article 10 of the Agreement.

Personnel Classification	Hourly Rate
Principal	\$____.00
Senior Manager	\$____.00
Senior Designer	\$____.00
Senior Professional	\$____.00
Professional	\$____.00
Pre-Professional	\$____.00
Technician	\$____.00
Clerical	\$____.00
Other [Specify]	\$____.00

2. Design Professional will provide suitably trained and skilled personnel who are able to timely and satisfactorily perform the Services. Design Professional shall not utilize any employee, Subconsultant, or other person or entity who may adversely affect the performance of the Services or the operations of TAA, including any person or entity who is unfit, incompetent, disorderly, disruptive, discourteous, intemperate, is a security or safety risk, or who lacks the necessary skills, experience, or qualifications to perform assigned tasks. When requested in writing by TAA, Design Professional shall immediately remove from the Project any employee, Subconsultant, or other person who, in the reasonable discretion of TAA, adversely affects the performance of the Services or the operations of TAA. If Design Professional is required to change or replace any employee, Subconsultant, or person for performance reasons or for reasons not the fault of TAA, Design Professional shall bear any and all costs related to such replacement.

3. If there is any proposed replacement of personnel for those individuals specifically identified in Exhibit A (Personnel), TAA will (a) be furnished with a minimum of two resumes of candidates with equivalent knowledge and experience to fill the position and (b) will have the opportunity to interview the candidates and, if necessary, to request Design Professional to furnish additional candidates. TAA will have the final approval authority for any change in personnel, and, at its sole discretion, may require that previously approved personnel remain on the Project if such individuals remain employees of Design Professional. In the event of any change of personnel, Design Professional will allow for sufficient time to allow for the full transfer of information between the personnel affected so as to avoid any harm or delay to the Design Services Schedule or the Project. Any costs associated with the replacement of personnel by Design Professional, including the transfer of information between existing and replacement personnel, will be the responsibility of Design Professional.

DRAFT

TAA

Signature: _____

Printed Name: _____

Title: _____

Date: _____

DESIGN PROFESSIONAL

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT B (SCOPE OF SERVICES) TO DESIGN PROFESSIONAL SERVICES AGREEMENT

This Exhibit B (Scope of Services) to Design Professional Services Agreement is attached to and made a part of the Design Professional Services Agreement between Tucson Airport Authority ("TAA") and _____ ("Design Professional") which is incorporated into and made part of the Design Professional Services Agreement for 20106591 Security Perimeter Fencing and Roadway (the "Agreement") by reference. Capitalized terms not otherwise defined herein shall have the meaning given them in the Agreement.

1. Basic Services to be Provided. Design Professional will provide the level(s) and/or sublevel(s) of services selected below. For purposes of this Agreement, the services selected below shall be referred to as the "Basic Services".

<u>Services to be Provided</u>	
Level I - Programming Concept	<u>X</u>
Level II - Design Development and Construction	
Procurement	<u>X</u>
Schematic Design Sublevel	<u>X</u>
Design Development Sublevel	<u>X</u>
Construction Documents Sublevel	<u>X</u>
Procurement of Construction Services Sublevel	<u>X</u>
Level III - Construction Administration	<u>X</u>
Project Closeout Sublevel	<u>X</u>

2. Additional Requirements for Level I - Programming Concept Services. In addition to all requirements and Services set forth in the Agreement, Design Professional will provide the Services identified in this Section 2 as part of the performance of Level I - Programming Concept Services.

2.1 At a minimum, the Design Report to be provided by Design Professional shall include the following subject matter: All appropriate topics outlined in Part 1, Engineer's Report of the Documentation Format Guide for Engineering Projects provided at the Pre-negotiation Meeting.

(a) Conferring with TAA on project requirements, finances, schedules, early phases of the project, and other pertinent matters, and, as appropriate, meeting with the FAA and other concerned agencies and parties on matters affecting the project. As part of early design activities, the Design Professional may be required to produce a written "design report" and a budget evaluation. Typical areas of consultation, may include, as applicable, the following: (1) nature of construction; (2) size requirements; (3) use requirements; (4) equipment requirements; (5) required utility services and other infrastructure needs; (6) investigations into available utilities; (7) environmental requirements; (8) traffic/circulation requirements; (9) maintenance and service requirements; (10) Grading and drainage requirements; (11) Pavement requirements; (12) Lighting and signage requirements; (13) Striping, marking, and traffic control requirements; (14) regulatory/code/standards requirements analysis; (15) site analysis, including utilities, service, orientation, adjacent structures, etc. and (16) Application of FAA design and construction standards as appropriate.

(b) Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, foundation and pavement designs, field investigations, and engineering required for preliminary design considerations.

(c) Developing design schematics, sketches, environmental requirements, project recommendations, and preliminary layouts and cost estimates.

2.2 Design Professional shall: (1) maintain the design schedule set out in the pre-negotiation letter and as updated and approved by TAA; (2) provide Special Services required for the project consisting of geotechnical investigations and Quality Assurance testing and reports and land surveys; (3) attend meetings per Pre-negotiation Letter; (3) prepare and deliver all documentation required by the Documentation Format Guide for Engineering Projects provided at the Pre-negotiation Meeting; (4) implement the stated Quality Control Plan stated in the SOQ and provide TAA of evidence that it is being complied with; (5) deliverables - provide eight (8) sets of plans and specifications and three (3) copies of the Design Report for each level of design and (6) coordinate with TAA and airport users to develop appropriate detailed phasing and traffic control plans as required.

3. Additional Requirements for Level II - Design Development and Construction Procurement Services. In addition to all requirements and Services set forth in the Agreement, Design Professional will provide the Services identified in this Section 3 as part of the performance of Level II - Design Development and Construction Procurement Services.

3.1 Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters. Such meetings will include reviews and updates of the "Design Report" and the project budget, providing suggested alternate methods and approaches to the design and construction of the Project, and obtaining all necessary approvals from TAA relating to the design of the Project.

3.2 Collecting engineering data and undertaking field investigations; surveys; performing geotechnical engineering studies; and performing engineering.

3.3 Preparing necessary engineering reports and recommendations.

3.4 Preparing detailed design documents, including Drawings, Specifications, cost estimates, and design/construction schedules.

(a) As part of the design process, the Design Professional will be required to prepare "Schematic Design Documents" which include the following subject matter: (1) preliminary site plans (including, but not limited to, landscaping, parking, pedestrian walkways, and other required drawings); (2) preliminary grading and drainage plans; (3) preliminary structural plans; (4) preliminary lighting and signage plans; (5) preliminary striping, marking, and traffic control plans; (5) preliminary typical and earthwork sections to show materials, relationships, and construction intent; (6) preliminary typical details; (7) preliminary narrative of design rationale, proposed construction, code/standards analysis, structural systems; (6) preliminary one-line electrical distribution diagrams; (8) preliminary narrative descriptions of proposed alternative pavements, drainage, electrical, and special systems; (9) preliminary communications and data transmission system infrastructure; (10) a preliminary draft of Project Manual including written specifications; and (11) other materials necessary to convey TAA/FAA design and construction standards.

(b) As part of the design process, the Design Professional will be required to prepare "Design Development Documents" which include the following subject matter: (1) final site plans (including, but not limited to, landscaping, parking, pedestrian walkways, and other required drawings); (2) final grading and drainage plans; (3) final structural plans; (4) final lighting and signage plans; (5) final striping, marking, and traffic control plans; (5) final typical and earthwork sections to show materials, relationships, and construction intent; (6) final typical details; (7) final narrative of design rationale, proposed construction, code/standards analysis, structural systems; (6) final one-line electrical distribution diagrams; (8) final narrative descriptions of proposed alternative pavements, drainage, electrical, and special systems; (9) final communications and data transmission system infrastructure; (10) a final draft of Project Manual including written specifications; and (11) other materials necessary to convey TAA/FAA design and construction standards and requirements.

(c) As part of the design process, the Design Professional will be required to prepare "Construction Documents" based on any further adjustments in the scope, quality, or budget for the Project. Such "Construction Documents" will be required to detail the requirements for the construction services for the Project and fully describe Design Professional's intent. The "Construction Documents" will include technical drawings, schedules, diagrams, and specifications which set forth in sufficient detail the requirements for the construction of the Project as required for obtaining competitive bids, awarding contracts, and/or completing construction by trade contractors. The "Construction Documents" will fully develop the intent of the "Design Development Documents" in greater detail, provide information customarily necessary for the use of those in the building trades, and include all documents required for the review and approval of governmental authorities. As part of the "Construction Documents" process, the Design Professional will also compile a final Project Manual and file all documents and obtain all approvals required for design approval by governmental authorities having jurisdiction over the Project.

3.5 Printing and providing necessary copies of engineering drawings and contract specifications.

3.6 Assisting in the procurement of construction services, including assisting TAA in advertising and securing construction services, negotiating for services, analyzing responses to solicitations, furnishing recommendations on the award of contracts, and preparing contract documents. This assistance includes: (1) preparing necessary bid or proposal documents upon request; (2) establishing a list of prospective bidders or contractors; (3) qualifying contractors and suppliers; (4) clarification or amendment of bid or proposal documents through addenda or otherwise; (5) evaluation, negotiation and award, at TAA's request, of the construction services agreement, (6) assisting TAA in the investigation, evaluation, negotiation, and/or resolution of bid or proposal disputes; and (7) other ancillary agreements. Design Professional is also required to assist TAA with any pre-bid or pre-proposal conferences and for responding to any questions which arise during the construction services procurement phase.

3.7 As part of the Design Document Sublevel, Design Professional will assist TAA in executing and filing documents required for the approval of the Project by governmental approval authorities and utility companies having jurisdiction over the Project.

3.8 As part of the Schematic Design Sublevel, Design Professional shall also do the following: (1) coordinate with outside agencies and utility companies as required to facilitate reviews and to identify costs as applicable; (2) Complete all documents required for service agreements and present to TAA for execution.

3.9 As part of the Design Document Sublevel, Design Professional shall also do the following: (1) coordinate with outside agencies and utility companies as required to facilitate reviews and to identify costs as applicable and (2) complete all documents required for service agreements and present to TAA for execution.

3.10 As part of the Construction Document Sublevel, Design Professional shall also do the following: (1) coordinate with outside agencies and utility companies as required.

3.11 As part of the Construction Procurement Sublevel, Design Professional shall also do the following: (1) provide or arrange for appropriate number of bid packages to be made available to bidders, collect an appropriate refundable document deposit to cover the reproduction cost, and make bid documents available to plan houses at no cost and (2) provide document control of TAA documents as required.

4. Additional Requirements for Level III - Construction Administration Services. In addition to all requirements and Services set forth in the Agreement, Design Professional will provide the Services identified in this Section 4 as part of the performance of Level III - Construction Administration Services.

4.1 Providing consultation and advice to TAA sponsor during all phases of construction.

4.2 Representing TAA at preconstruction conferences and construction meetings.

4.3 Observing work in progress periodically and providing appropriate reports to TAA.

4.4 Interpreting Contract Documents.

4.5 Reviewing and approving shop and erection drawings submitted by the Contractor for compliance with design concept/drawings.

4.6 Reviewing, analyzing, and approving laboratory and test reports of materials and equipment.

4.7 Preparing and negotiating change orders and supplemental agreements.

4.8 Maintaining appropriate project records.

4.9 Assisting TAA with any controversies, disputes, or claims.

4.10 Observing or reviewing performance tests required by the Specifications.

4.11 Determining amounts owed to contractors and assisting TAA in the preparation of payment requests.

4.12 Making final walk-throughs, preparing Certificates of Substantial Completion, punch-lists, and a report of the completed project to TAA.

4.13 Reviewing operations and maintenance manuals.

4.14 *Site Visits.* As part of the Project Construction Sublevel, Design Professional shall, at a minimum, conduct site visits in accordance with the following schedule: (1) periodic visits, not less than three per week, to observe the work in progress and to attend weekly progress meetings; (2) on site representation to observe during paving operations and other critical activities and (3) Pre and Final Punch List Tours and inspections.

4.15 As part of the Project Construction Sublevel (if applicable), Design Professional shall also do the following: (1) collect asphaltic and concrete paving materials trip tickets and monitor where materials are placed on site.

4.16 As part of the Project Closeout Sublevel (if applicable), Design Professional shall also do the following: (1) coordinate, collect, prepare, review, and deliver to TAA all close out documents required by Part 8, Project Closeout Requirements of the Documentation Format Guide for Engineering Projects provided at the Pre-negotiation Meeting.

TAA

DESIGN PROFESSIONAL

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT C (COMPENSATION FOR BASIC SERVICES) TO DESIGN PROFESSIONAL SERVICES AGREEMENT

This Exhibit C (Compensation for Basic Services) to Design Professional Services Agreement is attached to and made a part of the Design Professional Services Agreement between Tucson Airport Authority ("TAA") and _____ ("Design Professional") which is incorporated into and made part of the Design Professional Services Agreement for 20106591 Security Perimeter Fencing and Roadway (the "Agreement") by reference. Capitalized terms not otherwise defined herein shall have the meaning given them in the Agreement.

Design Professional's Compensation for Basic Services shall be the following: A TOTAL FIRM FIXED FEE OF \$ _____. The percentages and amounts of the Compensation for Basic Services which relate to a specific level or sublevel of services provided by Design Professional are set forth below. For fees associated with Level I services, Design Professional will submit its fee application upon Design Professional's completion and TAA's acceptance of all services for Level I. For fees associated with Level II services, Design Professional will submit separate fee applications for each separate sublevel of services upon Design Professional's completion and TAA's acceptance of the applicable sublevel of services. For fees associated with Level III services, Design Professional will (a) submit prorated monthly fee applications based on the Project Schedule for Project Construction Sublevel services, and (b) submit a separate final fee application for final payment upon the issuance by TAA of the Certificate of Final Completion for the Project. For fees associated with Level III services, Design Professional will (a) submit prorated monthly fee applications based on the Project Schedule for Project Construction Sublevel services, and (b) submit a separate final fee application for Project Closeout Sublevel services upon the issuance by TAA of the Certificate of Final Completion for the Project.

<u>Basic Services</u>	<u>\$ Amount</u>
Level I - Programming Concept	_____
Level II - Design Development and Construction Procurement	_____
Level III - Construction	_____
Project Construction Administration	_____
Project Closeout	_____
 Total Fees Level I, II and III Basic Services	
 <u>Other Obligated Services Fees</u>	
Level I - Programming Concept	_____
Level II - Design Development and Construction Procurement	_____
Level III - Construction	_____
 Total Fees - Other Obligated Services	_____
 TOTAL COMPENSATION FOR BASIC SERVICES FEES AND OTHER OBLIGATED SERVICES FEES (Fixed Fee)	_____

DRAFT

TAA

By: _____
Printed Name: _____
Title: _____
Date: _____

DESIGN PROFESSIONAL

By: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT D TO DESIGN PROFESSIONAL SERVICES AGREEMENT

TUCSON AIRPORT AUTHORITY (TAA)
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORM
WITH DESIGN PROFESSIONAL SERVICES AGREEMENT

Name & Address of DBE Firm to be Use	Disadvantaged Owner	Basis of Disadvantage	Type of Work Performed	Dollar Value of Work

Although DBE participation in this project is not required, TAA strongly encourages the Design Professional to voluntarily seek out and consider subcontracting opportunities with certified Disadvantaged Business Enterprises ("DBEs") so that DBEs have a fair and equal opportunity to participate in TAA's contracts. Design Professional shall identify any DBEs used on the Project in the space set forth above.

Total Amount of Agreement \$ _____

Total DBE Participation: \$ _____ Percent of Total Amount of Agreement _____%

Please note that all DBE firms listed above must be currently certified as DBEs with one or more of the Arizona Unified Certification Program Partners. TAA recognizes only current certifications by the ADOT, the City of Phoenix, and the City of Tucson. For a current list of DBE firms recognized by TAA, or if you have any questions about TAA's DBE Program, please contact Tina Moore or Anne Roberts, TAA DBE Liaison Officers, at 520-573-8100. TAA does not guarantee or certify the professional or technical capabilities of the DBEs listed in any DBE Directory.

The following must be submitted by the successful Design Professional: (1) written documentation of the Design Professional's commitment to use each DBE subconsultant listed above; and (2) written confirmation from each DBE listed above that it is participating in the Design Professional's Services Agreement as described above.

Design Professional agrees that it shall not terminate a subconsultant listed on this DBE Utilization Form or reassign services originally to be performed by a DBE subconsultant to a non-DBE subconsultant without TAA's prior written consent. Design Professional is encouraged to make good faith efforts to replace any terminated DBE subconsultant with another DBE subconsultant or to have the services reassigned to another DBE subconsultant.

By signing and submitting this DBE utilization form, the Design Professional commits that it will use the DBE subconsultant(s) listed above.

Design Professional Authorized Signature

Official Name of Design Professional

Date

GRANT SUPPLEMENT TO DESIGN PROFESSIONAL SERVICES AGREEMENT

This Grant Supplement to Design Professional Services Agreement is executed in conjunction with and made a part of the Design Professional Services Agreement (the "Agreement") for 20106591 Security Perimeter Fencing and Roadway between Tucson Airport Authority ("TAA") and [Insert Design Professional Name] ("Design Professional"). This Grant Supplement to Design Professional Services Agreement shall be interpreted in accordance with the terms of the Agreement, and capitalized terms not otherwise defined herein shall have the meaning given them in the Agreement.

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1. GENERAL REQUIREMENTS.

1.1 AIP. The Project is being undertaken and accomplished by TAA in accordance with the terms and conditions of the Airports Improvements Program ("AIP") administered by the Federal Aviation Administration ("FAA"). For AIP projects, the United States Government has agreed to reimburse TAA for some portion of the Services. Such reimbursement is made from time to time upon TAA's request to the FAA. Design Professional shall provide to TAA all information, reports, documents, and/or certifications requested by TAA for the satisfaction of any grant requirements for the Project. Design Professional shall comply with all applicable laws, regulations, executive orders, policies, guidelines, and requirements for AIP funded projects, including those relating to design, engineering, inspection, approval, and construction specifications. Nothing herein shall be construed as making the FAA a party to the Agreement.

1.2 ADOT. The Project is being undertaken and accomplished by TAA in accordance with a grant from the Arizona Department of Transportation-MPD-Aeronautics Group("ADOT"). For this Project, the ADOT has agreed to reimburse TAA for some portion of the Services. Such reimbursement is made from time to time upon TAA's request to the ADOT. Design Professional shall provide to TAA all information, reports, documents, and/or certifications requested by TAA for the satisfaction of any grant

requirements for the Project. Design Professional shall comply with all applicable laws, regulations, executive orders, policies, guidelines, and requirements for ADOT funded projects, including those relating to design, engineering, inspection, approval, and construction specifications. Nothing herein shall be construed as making the ADOT a party to the Agreement.

1.3 ACCESS TO RECORDS AND DOCUMENTS. In accordance with Section 11.2 of the Agreement, Design Professional agrees to provide the ADOT, the FAA, and/or the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records (including accounting records and documents maintained pursuant to Section 9.8 of the Agreement) of Design Professional which are related to the Services or the Agreement for the purpose of conduction or making an audit, examination, excerpts, and/or transcriptions.

1.4 CHANGES TO THE SERVICES. All changes to the Services which are funded by monies provided by the ADOT or the FAA may be subject to approval by the ADOT or the FAA, as applicable.

2. LABOR REQUIREMENTS.

2.1 AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520, GENERAL CIVIL RIGHTS. Design Professional assures that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

2.2 CIVIL RIGHTS ACT OF 1964, TITLE VI REQUIREMENTS. During the performance of the Agreement, Design Professional agrees as follows:

2.2.1 Compliance with DOT Regulations. Design Professional shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "DOT Regulations"), which are herein incorporated by reference and made a part of the Agreement.

2.2.2 Nondiscrimination. With regard to the Services performed by it during the Agreement, Design Professional shall not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. Design Professional shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the DOT Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the DOT Regulations.

2.2.3 Solicitations for Subconsultants and Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Design Professional for Services to be performed under a subcontract or subconsultant agreement, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by Design Professional of Design Professional's obligations under this Agreement and the DOT Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

2.2.4 Information and Reports. Design Professional shall provide all information and reports required by the DOT Regulations or directives issued pursuant thereto and shall permit access to its

books, records, accounts, other sources of information, and its facilities as may be determined by TAA or the FAA to be pertinent to ascertain compliance with such DOT Regulations, orders, and instructions. Where any information required of Design Professional is in the exclusive possession of another who fails or refuses to furnish this information, Design Professional shall so certify to TAA or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

2.2.5 Sanctions for Noncompliance. In the event of Design Professional's noncompliance with the nondiscrimination provisions of the Agreement, TAA shall impose such contract sanctions as it or the FAA may determine to be appropriate, including: (a) withholding of payments to Design Professional under the Agreement until Design Professional complies; and/or (b) cancellation, termination, or suspension of the Agreement, in whole or in part.

2.2.6 Incorporation of Provisions. Design Professional shall include the provisions of this Section 2.2 in every subcontract or subconsultant agreement, including procurements of materials and leases of equipment, unless exempt by the DOT Regulations or directives issued pursuant thereto. Design Professional shall take such action with respect to any subcontract, subconsultant agreement, or procurement as TAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Design Professional becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, Design Professional may request TAA to enter into such litigation to protect the interests of TAA and, in addition, Design Professional may request the United States to enter into such litigation to protect the interests of the United States.

2.3 DISADVANTAGED BUSINESS ENTERPRISES.

2.3.1 Design Professional or Subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. Design Professional shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by Design Professional to carry out these requirements is a material breach of the Agreement, which may result in the termination of the Agreement or such other remedy, as TAA deems appropriate.

2.3.2 It is the policy of the Department of Transportation ("DOT") and TAA that Disadvantaged Business Enterprise firms ("DBEs") as defined in 49 CFR Part 26 (the "DBE Regulations"), shall have a fair and equal opportunity to participate in the performance of contracts financed in whole or in part with federal funds. TAA, in compliance with 49 CFR § 26, has adopted a program regarding the participation of DBEs on federally-funded projects. Specifically, it is the goal of TAA to ensure that, to the extent reasonably possible and consistent with other legal requirements that: (a) DBEs are not discriminated against in the award and administration of TAA's contracts; (b) a level playing field is created on which DBEs can compete fairly for TAA's contracts; and (c) any barriers to the participation of DBEs in TAA's contracts are removed. A copy of this program is available upon request.

2.3.3 TAA has not adopted a specific DBE participation goal with respect to this contract, but it will monitor DBE participation, and all firms are strongly encouraged to use DBE's. As a matter of responsibility, firms must complete and submit a DBE Utilization Form in the form provided, with its SOQ. Firms and firms' subconsultants who are submitting proposals as DBEs must be certified DBEs in Arizona in good standing prior to the date proposals are due. TAA recognizes current DBE certifications by the ADOT, City of Phoenix, and City of Tucson. For information regarding DBE firms recognized by TAA,

or if you have any questions about TAA's DBE Program, please contact Tina Moore, TAA DBE Liaison Officer, at 520-573-8100.

2.3.4 As a condition of the agreement between the parties, the Design Professional awarded the contract will be required to report DBE participation efforts. Design Professional will list (1) all certified DBE subconsultants who will be working on the Project, including work performed by Design Professional's own forces if Design Professional is a DBE and (2) the estimated amount of dollars that will be paid to any DBE subconsultant providing services. This information will be reported on a form to be provided by TAA. In addition, Design Professional must provide written confirmation from each DBE of its participation in the Design Professional's proposal. With each request for payment under the agreement, Design Professional will designate how much is paid to DBEs working on the Project and submit this information to TAA, together with any supporting documentation required by TAA. At the completion of the Project, Design Professional will be required to complete and submit a final certification of payments to DBE firms on a form to be provided by TAA.

2.4 ARIZONA EQUAL OPPORTUNITY REQUIREMENTS. Design Professional shall comply with Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4, relating to equal opportunity.

3. OTHER REQUIREMENTS

3.1 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES. No federal appropriated funds shall be paid, by or on behalf of Design Professional, to any person for influencing or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or an employee of a member of the United States Congress in connection with the making of any federal grant and the amendment or modification of any federal grant. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or an employee of a member of the United States Congress in connection with any federal grant, Design Professional shall complete and submit a Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions. Design Professional shall include the provisions of this section in every subcontract and subconsultant agreement.

3.2 RIGHTS TO INVENTIONS. All rights to inventions and materials generated under the Agreement are subject to regulations issued by the FAA of the federal grant under which this Agreement is executed.

3.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION. Design Professional represents, warrants, and certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Design Professional further agrees that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. In the event Design Professional or any lower tier participant is unable to represent, warrant, and certify to this clause, it shall attach an explanation to the solicitation/proposal.

3.4 TRADE RESTRICTION CLAUSE.

3.4.1 Design Professional or Subconsultant, by submission of an offer and/or execution of the Agreement and certifies that it: (a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR); (b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and (c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a design professional or subconsultant who is unable to certify to the above.

3.4.2. Design Professional agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subconsultant agreements. Design Professional may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous. Design Professional shall provide immediate written notice to TAA if Design Professional learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant shall agree to provide written notice to Design Professional if at any time it learns that its certification was erroneous by reason of changed circumstances.

3.4.3 The certifications contained in this Section 3.4 are material representations of fact upon which reliance was placed when making the award. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3.4.4 If Design Professional knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the FAA may direct through TAA cancellation or termination of the contract for cause. If it is later determined that Design Professional or any Subconsultant knowingly rendered an erroneous certification, the FAA may direct through TAA cancellation or termination of the contract or subconsultant agreement for cause.

3.4.5 Nothing contained in this Section 3.4 shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of Design Professional is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

3.5 CONFLICT OF INTEREST REQUIREMENTS. Design Professional shall certify that it will comply with, in all respects, the rules of professional conduct set forth in A.C.R.R. R4-30-301. If a conflict or interest should occur after execution of the Agreement, such conflict of interest shall be cause for terminating the agreement.

3.6 DESIGN PROFESSIONAL FAMILIARITY AND COMPLIANCE WITH ADVISORY CIRCULARS. As a Design Professional providing professional services for the Airport, Design Professional understands and agrees that it will familiarize itself with all applicable requirements, standards, and specifications contained in advisory circulars, now in effect or hereafter amended or changed by the FAA, for the design and construction of airports and which may apply to the Project. Design Professional hereby certifies that it shall perform all Services provided under the Agreement in accordance with all applicable FAA advisory circulars for AIP funded projects. Any proposed changes or deviations from applicable FAA

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advisory circulars shall be requested in advance in writing by Design Professional, shall be submitted in a timely manner so as not to interfere with the timing or scheduling of the Project (at least ninety (90) days in advance of the need for the change or deviation so that TAA may seek appropriate approval from the FAA), and shall be subject to the approval of both TAA and FAA.

3.7 ADOT CONCEPT DESIGN REVIEW. Design Professional, TAA, and ADOT shall conduct a concept design review meeting at approximately the thirty percent (30%) completion point in the design of the Project, which for the purposes of the Project shall be prior to the completion of the Programming Concept phase of the Agreement. As part of its Basic Services, Design Professional shall provide any necessary changes to the Design Documents required by ADOT arising from the concept design review.

TAA

DESIGN PROFESSIONAL

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____