

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** November 18, 2014

**AGENDA ITEM NO.** 24

**Consent Agenda** ☐

**Regular Agenda** ☒

**Public Hearing** ☐

**County Administrator's Signature**

**Subject:**

Approval of Final Negotiated Agreement - Consultant Services for Airport Improvement Projects - St. Pete-Clearwater International Airport (Airport)  
Contract No. 112-0413-CN (RM)

**Department:**

Airport / Purchasing

**Staff Member Responsible:**

Noah Lagos / Joe Lauro

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE FINAL NEGOTIATED AGREEMENT WITH AVCON, INC. (AVCON), ORLANDO, FLORIDA FOR CONSULTANT SERVICES FOR AIRPORT IMPROVEMENT PROJECTS.

IT IS FURTHER RECOMMENDED THE CHAIRMAN SIGN THE AGREEMENTS AND THE CLERK ATTEST.

**Summary Explanation/Background:**

On October 16, 2012 the Board, in accordance with Consultant Competitive Negotiation Act (CCNA) policy, approved the ranking of ten (10) firms to provide a wide range of professional services to assist the Airport in the implementation of Capital Improvement Projects (CIP) for rehabilitations and improvements to taxiways, aprons, the terminal building and conversion of Runway 9-27 into a taxiway. More specifically, as consultant services are needed for each of the projects outlined in the RFP, staff will negotiate a contract for one firm to provide design and construction administration services and another firm to provide construction management services. The services shall be carried out in accordance with Federal Aviation Administration (FAA) regulations, ordinances, and policies.

This project pertains to engineering and design services for terminal apron improvements. An agreement has been negotiated by staff with AVCON to provide design services for the Apron Hardstand Expansion Phase 2 project. The work associated with this project will result in complete and ready to build construction plans and specifications for the demolition, removal and replacement of the existing pavements on the Air Carrier apron which, upon completion, will provide sufficient strength to support the commercial aircraft using the facility. The work will be designed and constructed in coordination with the Terminal Improvements Phase 3 (Gates 7-10) Renovations Project.

The term will be effective for one (1) year from the date of execution of the agreement by the Board. A term extension may be exercised subject to written notice of agreement from the County Administrator and Consultant, for one (1) additional one (1) year term beyond the primary contract period. This term extension shall be exercised only if all terms and conditions remain the same. Rates will be subject to negotiation based on current market conditions.

**Fiscal Impact/Cost/Revenue Summary:**

The lump sum not to exceed negotiated price for services is \$456,000.00 inclusive of Owner Contingency in the amount of \$40,000.00 and Geo-Technical Testing, Land Surveying, Subsurface Utility Exploration (SUE), Pipe Video services and Bidding Phase services.

Funding for this project is provided by the Capital Improvement Program: Airport Capital Projects Program, Transportation Function.

**Exhibits/Attachments:**

Agreement

Proposed Scope of Service and Fee Proposal

Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

Project Financial Overview

# PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

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**SECTION 1  
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR  
AIRPORT DEPARTMENT**

THIS AGREEMENT, entered into on the \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and AVCON, Inc., with offices in Orlando, FL, hereinafter referred to as the CONSULTANT.

WITNESSETH, That: WHEREAS, the COUNTY Airport Department requires **PROFESSIONAL ENGINEERING SERVICES** associated with the Airport on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENGINEERING SERVICES requisite to the management needs of the COUNTY Airport Department, and WHEREAS, according to the Federal Aviation Administration Advisory Circulars 150/5300-13A, 150/530-6E, 150/5340-1K, and 150/5370-10F, the COUNTY has selected the CONSULTANT as best qualified to provide PROFESSIONAL SERVICES leading to the planning, schematic design, final design and construction improvement design; and WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

NOW THEREFORE, the COUNTY and the CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## **SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS**

### **2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES**

The Apron Hardstand – Phase 2 project involves the demolition, removal, and replacement of existing bituminous and concrete pavements on the Air Carrier apron. In general, the existing pavements on the Air Carrier apron are in such a poor condition that it has become a maintenance issue and a Foreign Object Debris (FOD) concern for aircraft and ground equipment.

This project is the second phase of a two phase project to improve the Air Carrier apron pavements. Phase 1 replaced the pavements at Spots 2, 3, 4, and part of Spot 5. This work was completed in 2013.

Phase 2 will replace the pavements at Spots 1, 1A, 7, 8, (for the Base Bid), and Spots 9, 10, and 11 (as Additive Alternative bids), if favorable prices are obtained at time of bidding. The new pavement will be Portland Cement Concrete, which is a low-maintenance, long-life pavement. At the conclusion of this project, the pavements for the Air Carrier apron will have been rehabilitated and will provide sufficient strength to support the commercial aircraft using the facility.

The work to be performed by the CONSULTANT will be the design and development of the Contract Documents for the construction of the pavement areas described above.

### **2.2 ASSIGNMENT OF WORK**

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the COUNTY's Airport Director or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assignment authorizations by the COUNTY shall be in writing. The CONSULTANT shall perform no work under this Agreement without written authorization. The CONSULTANT hereby agrees to waive any claim for compensation for any work performed without written authorization.

### **2.3 CONSULTING RESPONSIBILITIES**

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and plans review, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required herein will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of a Professional Engineer registered in the

State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.

- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY's Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.
- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

## **2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS**

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

## **2.5 KEY PERSONNEL**

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

# **SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT**

The services shall be performed as detailed in Exhibit A and as generally described below. In the case of conflicts, Exhibit A shall govern.

## **3.1 ENGINEERING SERVICES**

- 3.1.1 The CONSULTANT shall furnish engineering services for the PROJECT in accordance with the intent of this Agreement. Such engineering services shall include, but not be limited to, the following categories:

- A. Engineering investigations necessary to evaluate the existing conditions and facilities including utilities and their potential impact on the PROJECT.
  - B. Engineering investigations and analysis necessary to prepare a final design which shall adequately meet the requirements and intent of federal, state, local and environmental regulatory agencies.
  - B. Design activities required to accomplish any necessary corrections for the proper engineering of the PROJECT that may be discovered at any time during the life of this Agreement.
  - C. The preparation of "working drawings" required in support of the "Engineering Services".
- 3.1.2 Design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Design calculations shall be bound in suitable booklet form, and the booklet shall be properly indexed as to content.
- 3.1.3 The omission herein by name of such other related engineering tasks as may become necessary for the successful development of the PROJECT shall not relieve the CONSULTANT of the responsibility to provide such tasks in compliance with the intent of the Agreement.
- 3.1.4 Services shall be prepared under the direction of an engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be initialed or sealed by the CONSULTANT.

### 3.2 PRELIMINARY ENGINEERING REPORT

#### A. REQUIRED SERVICES

The Preliminary Engineering Report shall provide the COUNTY with a written evaluation with a basis for preparing final construction plans. The report shall include the following KEY elements:

1. Investigation:
  - a. Investigation shall commence with the CONSULTANT meeting with appropriate department staff including Operations and Maintenance to obtain a complete understanding of the proposed project. This shall include collecting data both digital and written as well as maps, plans and existing field conditions including but not limited to existing utilities, drainage, landscaping etc.
2. Design Data
  - a. The CONSULTANT shall retain the services of a soils engineer/testing firm, if necessary, to perform testing/evaluation of conditions along the selected route as needed for final design. This shall not include services during construction.
  - b. The CONSULTANT shall retain the services of a surveyor to perform necessary topographic survey for final design.
3. Final Design Recommendation

- a. A final design recommendation shall be submitted and approved by the COUNTY.

The following design elements shall be provided by the CONSULTANT during final design recommendation:

1. Land Surveying
2. Soils & Materials Testing
3. Civil Engineering
4. Structural Engineering (if required)

B. PRESENTATIONS/MEETINGS

The CONSULTANT shall be required to:

1. Participate in a meeting to review the separate KEY elements required to develop the DRAFT of the Preliminary Engineering Report.

C. DELIVERABLES-- As described in Exhibit A.

D. PERFORMANCE SCHEDULE

The CONSULTANT'S performance for this phase of work shall begin upon receipt of a Notice To Proceed from the COUNTY.

1. The Draft Preliminary Engineering Report shall be submitted to the COUNTY within forty five (45) calendar days from the date of Notice to Proceed.
2. The Final Preliminary Engineering Report shall be submitted to the COUNTY within fourteen (14) calendar days from the CONSULTANT'S receipt of COUNTY comments on the Draft report.

E. ACCEPTANCE BY THE COUNTY

1. The COUNTY will review the submitted Draft Preliminary Report and within approximately twenty-one (21) calendar days return written comments to the CONSULTANT.
2. Upon submittal of the Final Preliminary Engineering Report, the COUNTY will within twenty-one (21) calendar days, provide acceptance in writing from the Airport Director, or authorized representative. This acceptance will include authorization to proceed to the thirty percent (30%) design phase.

3.3 THIRTY PERCENT (30%) DESIGN PHASE

A. REQUIRED SERVICES

The following design features shall be developed:

1. The thirty percent (30%) Plans shall contain the following:
  - a. Cover Sheet



- b. Location Plan
  - c. Soil Borings (location and data, as determined by the CONSULTANT for a complete design)
  - d. Details – Proposed Improvements
  - e. Plan Sheets (Scale 1" = 30')
  - f. Existing Utility Locations
- 2. Base Map of Existing Rights-of-Way and Easement(s) Survey.
- B. PRESENTATIONS/MEETINGS
  - 1. Participate in regularly scheduled monthly Status Meetings.
  - 2. Participate in meetings with the Permit/Approval agencies as required, along with a representative from the COUNTY.
- C. DELIVERABLES – As described in Exhibit A.
- D. PERFORMANCE SCHEDULE
 

The CONSULTANT'S performance for this phase of work shall begin upon receipt of written acceptance of the Preliminary Engineering Report from the COUNTY.
- E. ACCEPTANCE BY THE COUNTY
 

The CONSULTANT shall receive written acceptance of the thirty percent (30%) submittal from the Airport Director or an authorized representative prior to proceeding to the sixty percent (60%) Design Phase.

### 3.4 SIXTY PERCENT (60%) DESIGN PHASE

- A. REQUIRED SERVICES
 

The sixty percent (60%) Design shall reflect further development of:

  - 1. Details and General Notes
  - 2. Location Map
  - 3. Plan Sheets
  - 4. Structure Details (as required)
  - 5. Miscellaneous Details
  - 6. Special Construction Details (as required)
  - 7. Design Surveys
- B. PRESENTATIONS/MEETINGS
 

The CONSULTANT shall be required to:

1. Participate in regularly scheduled monthly Status Meetings.
2. Conduct a Coordination Meeting, with the assistance from the COUNTY and at a location to be provided by the COUNTY, to address the sixty percent (60%) Design Phase.
3. Participate in meetings required with the Permit/Approval agencies as required, along with a representative from the COUNTY.

C. DELIVERABLES— As described in Exhibit A.

1. The COUNTY shall provide the CONSULTANT with a copy of the COUNTY'S Standard Technical Specifications.

D. PERFORMANCE SCHEDULE

The CONSULTANT'S performance for this phase of work shall begin upon receipt of acceptance of the 30% submittal from the COUNTY.

E. ACCEPTANCE BY THE COUNTY

1. The CONSULTANT shall receive written acceptance of the sixty percent (60%) submittal from the Airport Director or an authorized representative prior to proceeding to the ninety percent (90%) Design Phase.
2. Upon acceptance by the COUNTY of the sixty percent (60%) submittal the CONSULTANT will proceed with development of any necessary permit applications for submittal to the appropriate permitting agency.

3.5 NINETY PERCENT (90%) DESIGN PHASE

A. REQUIRED SERVICES

The CONSULTANT shall prepare construction plans for the PROJECT. The plans set shall include, but shall not be limited to the following elements or sections:

1. Cover Sheet
2. Location Plan/Key Map
3. Plan Sheets
4. Details and General Notes
5. Structure Details (as required)
6. Special Construction Details (as required)
7. Miscellaneous Details
8. Soil Borings (location and data) (as required)
9. Surveys (alignment of survey, benchmarks and reference points) (as needed)
10. Design Surveys

B. PRESENTATION/MEETINGS

The CONSULTANT shall be required to:

1. Participate in regularly scheduled monthly Status Meetings.

C. DELIVERABLES- As described in Exhibit A.

1. Submittal of all necessary permits.

D. PERFORMANCE SCHEDULE

The CONSULTANT'S performance for this phase of work shall begin upon receipt of acceptance of the 60% submittal from the COUNTY.

E. ACCEPTANCE BY THE COUNTY

The CONSULTANT shall receive written acceptance of the ninety percent (90%) submittal from the Airport Director or an authorized representative to proceed to the one hundred percent (100%) Design Phase.

3.6 ONE HUNDRED PERCENT (100%) DESIGN PHASE

A. REQUIRED SERVICES

1. Complete final design of PROJECT.
2. Complete requirements to obtain permits.
3. Complete final specifications and contract documents.
4. Final construction cost estimate.

B. PRESENTATION/MEETINGS

Advertise/Bid Process

1. The CONSULTANT shall participate in the Pre-Bid Meeting.
2. The CONSULTANT shall assist the COUNTY by supplying input to the preparation of the construction plan or specification addendum. The COUNTY shall administer the distribution of addendum material. The COUNTY shall mail all addendums. No addendum shall be mailed out less than ten (10) days before bid opening, unless it includes a provision to extend the bid date to provide ten (10) days.
3. Subsequent to receiving bids and preparing bid tabulations, the COUNTY shall provide the CONSULTANT with copies of the tabulations for review and written recommendation for award of the construction contract.

C. DELIVERABLES- As described in Exhibit A.

1. Prior to the advertising of bids for construction, the CONSULTANT shall sign and seal two (2) sets of Construction Plans and two (2) sets of specifications in accordance with the Florida Engineering Responsibility Rules. Additionally, any required addenda shall be signed, sealed and dated.

D. PERFORMANCE SCHEDULE

The CONSULTANT'S performance for this phase of work shall begin upon receipt of the written acceptance of the 90% submittal from the COUNTY.

**E. ACCEPTANCE BY THE COUNTY**

COUNTY shall indicate acceptance of the one hundred percent (100%) submittal by providing to CONSULTANT a written notice of acceptance signed by the Airport Director or designee.

**3.7 CONSTRUCTION PHASE**

The Construction Phase begins with the award of the construction contract for the PROJECT. It is anticipated that related services to be performed by the CONSULTANT will be identified and negotiated at a later time in an amendment to this contract.

**3.8 CONTINGENCY SERVICES**

3.8.1 When authorized in writing by the COUNTY'S Airport Director, or an authorized representative, the CONSULTANT shall provide services such as design activities and revisions to construction plans from unforeseen conditions resulting in minor changes in the PROJECT scope. Contingency Services shall be compensated under such terms as are negotiated and agreed to by the parties in writing. These services shall not exceed the amount of forty thousand (\$40,000) dollars unless an amendment to this Agreement is approved by the Board of County Commissioners.

**3.9 ADDITIONAL SERVICES**

3.2.1 When approved by the Board of County Commissioners as an amendment to this Agreement, the CONSULTANT shall provide such additional services as may become necessary because of changes in the Scope of PROJECT.

3.2.2 Additional Services may also include but are not limited to the following as may be authorized in this Section:

- A. An expanded geotechnical investigation, analysis and reports/plans needed as a result of discovery of hazardous waste.
- B. Expanded limits of pavement rehabilitation.
- C. Construction phase services in an amount to be determined at a later time.

**SECTION 4  
PERFORMANCE SCHEDULES**

The CONSULTANT shall plan and execute the performance of all services provided for under this Agreement in such a manner as to insure their proper and timely completion in accordance with the following:

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Airport Director or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

**SECTION 5**  
**INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY**

5.1 The COUNTY shall provide the following for the CONSULTANT'S use and guidance:

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6**  
**PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

6.1 The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, F.S. section 218.70 et. seq.

6.2 Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable or expense items (as defined in Section 7) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

6.4 CONSULTANT shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
Pinellas County Board of County Commissioners  
P. O. Box 2438  
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process

**SECTION 7**  
**COMPENSATION TO THE CONSULTANT**

7.1 The COUNTY shall compensate the CONSULTANT for authorized Work Assignments using the following methods of compensation. The method of compensation shall be determined by the COUNTY based on the Work Assignment to be performed.

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum one (1) year term of this Agreement is an amount not to exceed four hundred and fifty-six thousand dollars (\$456,000.00). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit. This Agreement contains one (1) additional one (1) year term extension based upon performance, beyond the primary Agreement period.

7.3 In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the CONSULTANT shall be as established by the COUNTY based on the COUNTY'S determination of the percentage of work effort completed to date of termination.

## **SECTION 8 TASK ORDERS**

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual task orders as needed throughout the AGREEMENT term; thus Task Orders require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed task orders unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the task order. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

## **SECTION 9 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS**

9.1 The CONSULTANT shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the COUNTY. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the COUNTY. In the event of a corporate acquisition and/or merger, the CONSULTANT shall provide written notice to the COUNTY within thirty (30) business days of CONSULTANT's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged.

## **SECTION 10 SATISFACTORY PERFORMANCE**

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director.

## **SECTION 11 RESOLUTION OF DISAGREEMENTS**

11.1 The COUNTY shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.

11.2 The decision of the COUNTY upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

## **SECTION 12 CONSULTANTS ACCOUNTING RECORDS**

12.1 Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

12.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for three years from the date of final payment.

12.4 The COUNTY'S agent or authorized representative shall have access to the CONSULTANT'S facilities and all necessary records in order to conduct audits in compliance with this Section. The COUNTY'S agent or authorized representative shall give the CONSULTANT reasonable advance notice of intended inspections, examinations, and/or audits.

## **SECTION 13 OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

13.1 Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the COUNTY whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the COUNTY at the conclusion of the project or the termination of the Consultant's services.

13.2 The CONSULTANT at its own expense may retain copies for its files and internal use.

## **SECTION 14 INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

**SECTION 15**  
**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS**  
**NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out the contract, the CONSULTANT shall not discriminate against employees or applicants for employment because of race, color, religion, sex or national origin.

**SECTION 16**  
**INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE**  
**IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Consultant acknowledges that it is functioning as an independent contractor in performing under the terms of this contract, and it is not acting as an employee of Pinellas County. The consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 17**  
**PROHIBITION AGAINST CONTINGENT FEE**

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this contract.

**SECTION 18**  
**TRUTH IN NEGOTIATIONS**

The CONSULTANT certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.

**SECTION 19**  
**SUCCESSORS AND ASSIGNS**

The CONSULTANT shall not assign, sublet, or transfer his interest in this AGREEMENT without the written consent of the COUNTY.

**SECTION 20**  
**INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.



## **SECTION 21 INTEREST ON JUDGMENTS**

In the event of any disputes between the parties to this Agreement, including without limitations thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five percent (5%), per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

## **SECTION 22 TERMINATION OF AGREEMENT**

22.1 Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate or with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified.

22.2 Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.

22.3 In the event sufficient budgeted funds are not available for a new fiscal period, the COUNTY shall notify the Bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the COUNTY.

22.4 In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

## **SECTION 23 AGREEMENT TERM**

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for ONE (1) year, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the first one (1) year term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

23.2 This AGREEMENT may exercise a term extension subject to written notice of agreement from the County Administrator and CONSULTANT, for one (1) additional one (1) year term extension, beyond the primary AGREEMENT period. This term extension shall be exercised only if all terms and conditions remain the same. Rates will be subject to negotiation based on current market conditions.

## **SECTION 24 CONFLICT OF INTEREST**

24.1 By accepting award of this Contract, the CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or

CONSULTANTS who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

24.2 If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the COUNTY.

#### **SECTION 25 EXTENT OF AGREEMENT**

This Agreement represents, together with the RFP, Addenda, the proposer's response, any Exhibits, the entire written Agreement between the COUNTY and the CONSULTANT and may be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

#### **SECTION 26 PUBLIC ENTITY CRIMES**

The CONSULTANT is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the COUNTY's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

#### **SECTION 27 PUBLIC RECORDS**

Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

## **SECTION 28 FAA AND FDOT APPROVALS**

As this project is being funded with Federal Aviation Administration assistance, the following Federal contract provisions apply and are detailed in an Attachment to this contract.

### **Provisions for all (A/E) Contracts**

- Access to Records and Reports
- Buy American Preferences
- Civil Rights - General
- Civil Rights - Title VI
- Disadvantaged Business Enterprises
- Federal Fair Labor Standards Act (Minimum Wage)
- Lobbying and Influencing Federal Employees
- Occupational Safety and Health Act
- Rights to Inventions
- Trade Restriction Clause

### **Additional Provisions for (A/E) Contracts Exceeding \$10,000**

- Termination of Contract

### **Additional Provisions for (A/E) Contracts Exceeding \$25,000**

- Debarment and Suspension

### **Additional Provisions for (A/E) Contracts Exceeding \$100,000**

- Breach of Contract
- Clean Air and Water Pollution Controls
- Contract Work Hours and Safety Standards

### **FDOT**

E-Verify - The contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

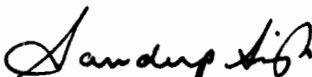
**SECTION 29**  
**GOVERNING LAW AND AGREEMENT EXECUTION**

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Firm Name


PINELLAS COUNTY, by and through its Board of  
County Commissioners

By:   
Print Name: Sandeep Singh  
Title: President Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman Date: \_\_\_\_\_

ATTEST:

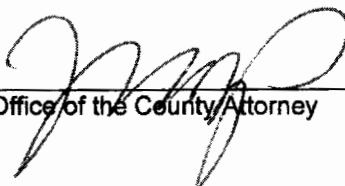
ATTEST:  
Ken Burke, Clerk of the Circuit Court

By:   
Print Name: Joann Johnson  
Title: Accounting Assoc. Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk Date: \_\_\_\_\_

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By:   
Office of the County Attorney

**SECTION D - VENDOR REFERENCES**

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor receipt of notice of award, the Contractor shall provide the County with properly executed Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies obtained by the Contractor to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contracted vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Contractor of this requirement to provide notice

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy

- (1) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor
- (2) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County
- (3) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature
- (4) All policies shall be written on a primary, non-contributory basis.
- (5) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the county until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary
- (6) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County

### SECTION D - VENDOR REFERENCES

The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) Workers' Compensation Insurance

| Limit                      | Florida Statutory |
|----------------------------|-------------------|
| Employers Liability Limits |                   |
| Per Employee               | \$ 500,000.00     |
| Per Employee Disease       | \$ 500,000.00     |
| Policy Limit Disease       | \$ 500,000.00     |

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury

|                                         |                 |
|-----------------------------------------|-----------------|
| Limits                                  |                 |
| General Aggregate                       | \$ 2,000,000.00 |
| Products/Completed Operations Aggregate | \$ 1,000,000.00 |
| Personal Injury and Advertising Injury  | \$ 1,000,000.00 |
| Each Occurrence                         | \$ 1,000,000.00 |

(C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards unless Contractor can show that this coverage exists under the Commercial General Liability policy

|              |                 |
|--------------|-----------------|
| Limit        |                 |
| Per Accident | \$ 1,000,000.00 |

(D) Professional Liability Insurance (Errors and Omissions) with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract

|                          |                 |
|--------------------------|-----------------|
| Limits                   |                 |
| General Aggregate        | \$ 5,000,000.00 |
| Each Occurrence or Claim | \$ 5,000,000.00 |

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined

NOTICE: CERTIFICATE MUST INCLUDE STATEMENT UNDER WORKERS COMPENSATION AND PROFESSIONAL LIABILITY: there shall be no exclusion for work at Airports & Airfields. CERTIFICATES WITHOUT THIS STATEMENT WILL NOT BE ACCEPTED.



**AVCON, INC.**  
ENGINEERS & PLANNERS

Revised September 22, 2014  
August 15, 2014

5555 E Michigan St., Suite 200  
Orlando, Florida 32822  
Phone (407) 599 1122  
Email avcon@avconinc.com  
www.avconinc.com

Mr. Scott Yarley, P.E.  
Airport Engineer  
**St. Petersburg-Clearwater International Airport**  
14700 Terminal Boulevard, Suite 221  
Clearwater, FL 33762

Reference: **Proposed Scope of Services and Fee Proposal  
Professional Engineering Services  
Terminal Apron Hardstand Expansion Phase 2  
St. Pete-Clearwater International Airport  
Clearwater, Florida**

Dear Mr. Yarley

Pursuant to your request, **AVCON, INC.** is pleased to provide our revised scope and fee proposal for the preliminary design, final design, and bidding phase services for the above-referenced project at St. Pete-Clearwater International Airport. We have prepared the enclosed documentation to assist in your evaluation of the proposal.

**AVCON, INC.** will develop all the necessary documentation for the project. As listed in our attached Table C-1 our proposed fee for this project is **\$ 416,000.00** inclusive of Geo-Technical Testing, Land Surveying, SUE, Pipe Video services and Bidding Phase services.

It is our understanding the total construction budget is close to **\$ 5,357,000.**

We have enclosed the following supporting documents

- Attachment 1, Scope of Services;
- Exhibit C, Table C-1, Summary of Fees and Expenses
- Tables C-2, Breakdown of Fees and Table C-6, Breakdown of Expenses
- Exhibit A, Terminal Apron Hardstand Expansion Program
- Exhibit B Preliminary Estimate of Probable Costs

We are ready to begin the project at your earliest convenience and have initiated the collection of project records in anticipation of the Notice to Proceed (NTP). We propose to complete the work with a mutually agreed upon schedule to proceed in tandem with the Terminal Improvements Phase 3 project

We appreciate the opportunity to accomplish this assignment for you. If you have any questions regarding our proposal, scope, fee, or schedule, please feel free to call me at your earliest convenience

Sincerely,

**AVCON, INC.**  
Sandeep Singh, P.E.  
Senior Project Manager

Enclosure

Client Concurrence  
**St. Petersburg-Clearwater International Airport**

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

Authorized Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



ATTACHMENT 1

SCOPE OF SERVICES  
PROFESSIONAL ENGINEERING SERVICES  
TERMINAL APRON HARDSTAND EXPANSION – PHASE 2  
ST. PETERSBURG-CLEARWATER INTERNATIONAL AIRPORT  
CLEARWATER, FLORIDA

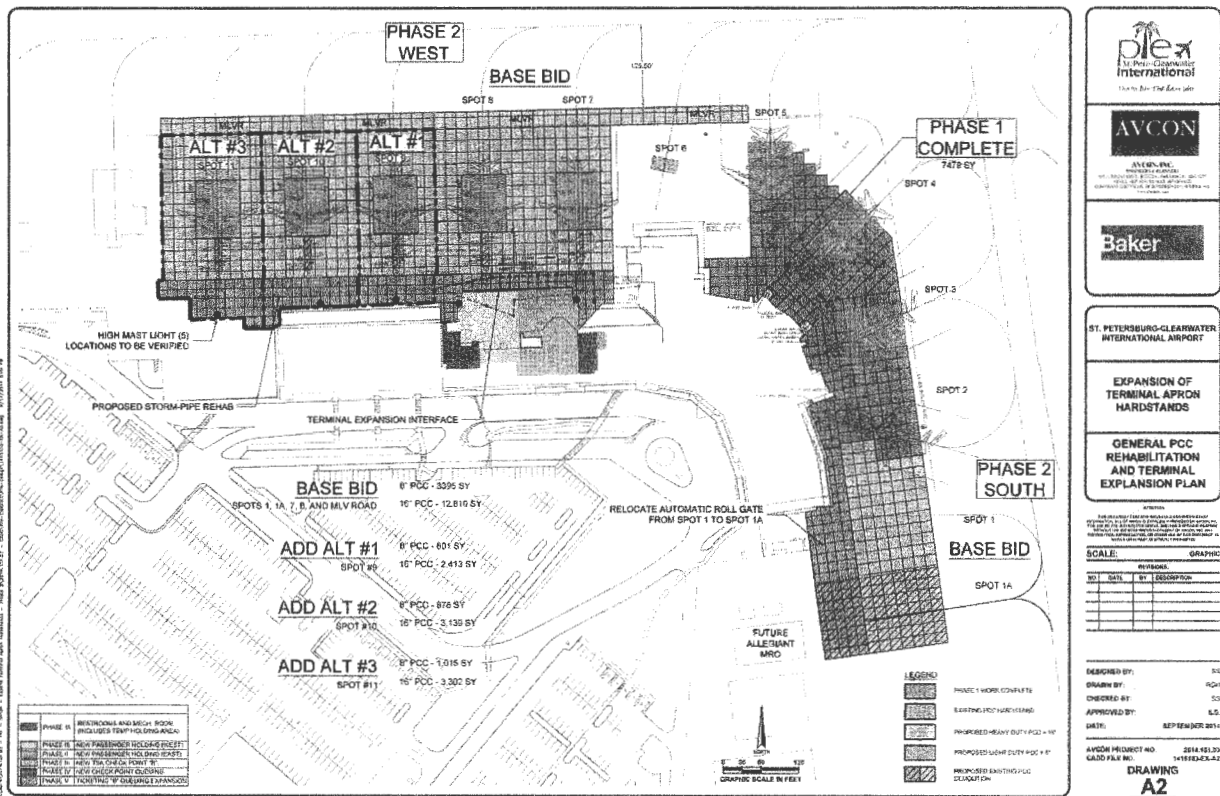
SEPTEMBER 22, 2014

I. PROJECT DESCRIPTION

For this scope of services, the following acronyms are used: PIE – St. Petersburg-Clearwater International Airport (Sponsor); FAA – Federal Aviation Administration; FDOT – Florida Department of Transportation, AVCON – AVCON, INC. (Consultant).

The PROJECT can be generally described as the engineering and design related to the development of construction plans and specifications for the Terminal Apron Hardstand Expansion – PHASE 2 project. This project shall enable the expansion of the existing Portland Cement Concrete (PCC) hardstands located adjacent to the existing Terminal Building. The project shall be designed and constructed in coordination with the Terminal Improvements Phase 3 (Gates 7 -10) Building Project. **Exhibit E1** (below) depicts the existing and proposed hardstand locations. The final geometry and limits of the hardstand areas shall be finalized after an analysis of the apron utilization based on current and projected aircraft fleet mix. A total of 6 “spots”, designated Spots 1, 1A, and 7 through 11, have been delineated. Spots 7 through 11 are designated as Phase 2 West. It is understood that Spot 1 does not currently have a hardstand, but will be included in the PROJECT as Phase 2 South along with Spot 1A, the Hangar apron area.

Exhibit E1 – Proposed Project Areas Phase 2 West and Phase 2 South





Reconstruction (to rebuild around the expanded terminal) as well as Rehabilitation of existing storm drains in the Phase 2 West area adjacent to the Terminal Building will also be included as part of the scope of services. Existing utilities from out under the expansion to include water, sewer, electric and building stormwater/downspouts shall be relocated. Finally, High mast lighting utilizing LED fixtures and code-compliant pole and foundation structures for the west apron will be included in the project scope.

The design of the apron area adjacent to the terminal expansion shall ensure a positive slope for a minimum of 50' away from the building and to relocate the airside utilities. Drainage design shall extend from the Gate position 7 to the Gate position 11. The roof drains and any inlets in the affected areas shall be designed to discharge into the new or rehabilitated underground stormwater system.

**Background:** The apron area utilized by the aircraft fleet and the supporting GSE equipment is a combination of PCC hardstands and the adjoining P-401 asphalt pavement. The current configuration of some aircraft parking positions outside the PCC envelope has caused rutting at various locations in the flexible asphalt pavement. In addition, the fuel trucks used to service aircraft have also damaged the asphalt pavement when making tight turns during the summer months. The petroleum based fluid drippings from service vehicles have also softened and damaged adjacent P-401 pavement. The purpose of this project will be to expand the areas of PCC pavement in Phase II West to provide a rigid and chemically inert surface for the increased service areas. The photographs in Exhibit E2 and E3 below indicate the conditions mentioned earlier.

**Exhibit E2 – Phase 2 West Existing Conditions**



**Exhibit E3 – Phase 2 West Existing Conditions**



In the areas to the South the existing apron is either deteriorated asphalt (Spot 1) or under-designed and cracked PCC (Spot 1A). These areas shall be made capable of air-carrier operations with demolition of existing pavement and replacement with new PCC pavement.

**Exhibit E4 – Phase 2 South Existing Conditions**



**Exhibit E5 – Phase 2 South Existing Conditions**



## II. OVERVIEW OF PROFESSIONAL SERVICES

In general, professional services to be performed under this assignment include:

- A. Inventory and preliminary investigation
- B. Design surveys and topographic mapping
- C. Design geotechnical investigation
- D. Preliminary and Final Design development of construction plans
- E. Preparation of construction specifications and bid documents
- F. Opinion of probable construction cost and Engineer's Report
- G. Assist PIE with coordination with the FAA and FDOT
- H. Bidding/Award phase services



### III. GENERAL PROJECT UNDERSTANDING

#### A. Pavements

The hardstands in question are constructed surrounded by Asphalt Cement Concrete (ACC). The thickness of the concrete is understood to vary. The geotechnical testing program coupled with a study of record drawings will determine the range of existing thicknesses which will affect the design. In addition, the k-values for airport concrete pavement design will be utilized along with the fleet mix to design the final thickness for the project. All new PCC will be constructed of FAA P-501 PCC (650 psi min flexural strength). New PCC thickness and structural sub-base section designs will consider special areas of use (Aircraft versus support vehicles and loading bridges), in order to economize on the PCC required. These areas will be determined by field evaluation and specialized gate planning analysis software.

#### B. Demolition

There are some smaller isolated areas of concrete which will be considered for removal, including odd-shaped and linear slabs under the nose-wheel pads, and other miscellaneous areas. These pavements if left in place will be difficult to incorporate into an overall jointing plan. In other areas existing PCC pavements shall be preserved and tied into new PCC pavement to reduce project cost. In these areas where PCC pavements shall be expanded the asphalt pavement shall be cleanly saw-cut and removed to enable the expansion.

#### C. Alternates

Due to the limited availability of project funds, it is understood that the Airport desires a base bid project with the possibility of adding up to a maximum of three (3) bid alternates consisting of:

|                       |                                               |
|-----------------------|-----------------------------------------------|
| Base Bid:             | Spot 1, Spot 1A, Spots 7, 8 and the MLRV lane |
| Additive Alternate #1 | Spot 9                                        |
| Additive Alternate #2 | Spot 10                                       |
| Additive Alternate #3 | Spot 11                                       |

#### D. Phasing

Special phasing plans will be generated with PIE input for construction sequencing concurrent with the terminal building project and in order to minimize impact to on-going air-carrier operations. Based on the initial scoping meeting, phasing may consist of, but not be limited to two phases for the Phase 2 West. The final plan shall be developed in close collaboration with Airport Engineering and Operations staff.

#### E. Marking

Marking of the new PCC and existing ACC surfaces will be in accordance with FAA AC 150/5340-1L or the latest edition at the time of contract execution for this PROJECT, *Standards for Airport Markings*. Aircraft lead-in lines shall be reconstructed once the pavement has been reconstructed and cured. The wax-based curing compound shall be removed prior to placement of final paint.

#### F. Utilities

Existing underground utilities in the immediate project area and vicinity will be mapped by the surveyor based on available information from the Airport and utility companies. One or more plans, as applicable, will be generated to adapt the utilities to the proposed construction.



#### **G. Highmast Lighting**

The Ramp has existing high-mast lights to provide night-time visibility coverage over the ramp operations. One or two of the existing poles and their foundations will be directly impacted by the footprint of the terminal expansion. The scope of the design shall include a series of up to 5 new installations along the new building line and extending west for the length of the renovated ramp. The design shall evaluate pole heights and several fixture types (including LED) for optimal photometrics and costs. The poles shall be sited and details developed for protection from ramp vehicles. The foundations shall be designed to carry loads for a hurricane-resistant design and borings shall be performed at each pole location. This will also ensure there are no utility conflicts during construction. The poles shall be included in the FAA form 7460 evaluation and the lights shall be designed with proper shielding for the ATCT and pilots.

#### **H. SIDA Gate and Fence Construction**

The project also entails the removal of existing fencing and motorized gate between Spot 1 and 1A and installation of new SIDA fencing in-between the proposed MRO bldg and Signature hangar. The Gate operator shall be replaced with a hydraulic unit. The current gate is 4' tall and the new gate may need to be standardized. The power source shall be established from the existing vault or another closer service point. Standby battery backup may be considered during design. The gate shall be connected to the central communication center by splicing to the existing fiber optic cable. The gate shall not have any lighting or cameras associated with its operation.

#### **I. Terminal Interface Associated Design**

Adjacent to Gates 7-8 is a project that will expand the terminal out on to the apron another 10,000-12,000 square feet (Project titled Gates 7-10- Phase 3 Terminal Improvements). An area of 1,650 s.y. of airside pavement is estimated for this area. There will be extensive utility relocation from out under the expansion to include water, sewer, electric and stormwater. The terminal project design has been initiated, but will be concluded after the Apron hard stand project has been bid.

**AVCON** will utilize **BAKER** to design the local grading, drainage and utility adjustments in the area impacted by the terminal expansion. Baker will perform coordination with the design development of the terminal expansion to ensure a positive slope for a minimum of 50' away from the building and to relocate airside utilities. Grades in the area adjacent to the upcoming terminal project shall be developed in close coordination with the Terminal designer, existing ground survey and the Proposed Ramp grades. The design of the grading shall prepare the site foot print for the Terminal expansion, while enabling the construction of the Apron Hardstand Expansion Phase 2 and accommodating the on-going operations of the terminal. The design shall include up to six cross-sections that depict the following:

1. Existing terminal building and existing ramp grades
2. Existing terminal building and proposed ramp grades (As of completion of the Apron project)
3. The proposed terminal building and proposed ramp grades (As of the completion of the terminal building).

Drainage design shall extend from the terminal expansion area beyond the western most edge of Gate 11 to the outfall. The design will encompass any planning for future roof drains and any inlets or pipes within these areas and terminate at outfalls or tie them underground storm pipes. **BAKER** will evaluate the use of trench drains vs. the inlets currently installed.



#### **IV. BASIC SERVICES & PHASES**

In accordance with FAA AC 150/5100-14D, work under this Task Order is divided into Basic Services and Special Services. Basic Engineering Services are identified for the following three phases as follows:

- Preliminary Design Phase (30%) - Phase 1
- Schematic Design Phase (60%) – Phase 2
- Final Design Phase (90%, 100%) - Phase 2
- Bidding Phase (100%) - Phase 3

##### **A. BASIC SERVICES**

###### **1. Preliminary Design Phase Services**

###### **a. Project Initiation/Coordination**

Review record drawings, interview PIE staff, visit the site and conduct a field analysis of the existing conditions pertinent to the PROJECT; prepare for and attend one kick-off/pre-design meeting with PIE and others as deemed appropriate; review scope of work and schedule; etc. The following project records shall be reviewed – Overlay and Strengthen Terminal Apron (2002-2003); Sheltair Taxiway and Terminal Apron Hardstand (2007); as well as the Gate Utilization plans from the recent terminal development program.

###### **b. Develop Sub-consultant Agreements for Special Services, (Project Survey, and Geotechnical Investigations)**

###### **c. Coordinate with Sub-consultant(s) for each sub-consultant task.**

###### **d. Preliminary Investigation**

Coordinate Predesign Geotechnical Investigation and Topographic Survey Requirements and monitor the field activity of each.

###### **e. Analyze Design Soils Exploration Report and Survey Data**

Analyze geotechnical exploration test results and soils and materials test data to develop new pavement design sections and construction methodologies. The proposed designs shall be reconciled with existing pavement sections to ensure compatibility during construction. Evaluate the existing topographical features.

###### **f. Develop Pavement Design**

Based on existing pavement structure and materials conditions, and consideration of the design aircraft loading, assess most technically and economically appropriate alternatives.



g. Coordinate Project Layout and Preliminary Phasing Plans

Prepare project layout and phasing plans on base map at appropriate scale showing location of work and project construction limits, and identify all pertinent existing facilities both within and immediately adjacent to construction limits as appropriate for referencing construction project layout. Include location of contractor haul routes, construction staging area, materials storage area, waste disposal area, location of barricades, flagmen, restricted areas, plus any other applicable notes to contractor concerning required phasing and staging during construction.

h. Preliminary Cost Estimate

Prepare Engineer's Estimate of Cost for the Preliminary Design including itemized schedule.

i. Preliminary Project Manual

Prepare a preliminary outline of project manual front end documents, special provisions and technical specifications. Front end documents to be obtained from PIE and tailored to the project requirement. In the case that PIE does not provide standard front end requirements, the AVCON selected format will be utilized.

j. Preliminary Engineer's Report

Prepare a preliminary outline of the Engineer's Report

k. Conduct a 30% Plans Review with PIE.

A 30% review meeting will be conducted with the PIE. Respond to 30% review comments in writing. It is understood that once the PIE comments have been satisfactorily addressed, the 30% documents will be revised to incorporate these comments into the 90% documents.

**2. Schematic (60%) and Final (90%,100%) Design Phase Services**

a. Coordination of PIE Comments on Preliminary Design

Coordinate necessary action with the PIE to resolve comments on Preliminary Design submittal.

b. Prepare Detailed Plans - Complete the plans set to include, at minimum:

|                                                        |   |
|--------------------------------------------------------|---|
| Cover Sheet                                            | 1 |
| Bid Schedule, Summary of Quantities, Index of Drawings | 1 |
| Project Layout, Haul Routes, and Staging Plan          | 1 |
| General Notes Sheet                                    | 1 |
| Special Construction Notes                             | 1 |
| Construction Safety and Phasing Plans                  | 4 |
| Erosion and Sediment Control Plans                     | 2 |
| Existing Conditions and Survey Control Plans           | 3 |
| Demolition Plans                                       | 2 |
| Boring Plan and Boring Logs                            | 2 |



|                                                         |            |
|---------------------------------------------------------|------------|
| Typical Pavement Sections                               | 2          |
| Typical Pavement Details                                | 6          |
| Drainage Details                                        | 6          |
| Geometry and Paving Plans                               | 5          |
| Geometry Data Tables                                    | 2          |
| Grading and Drainage Plans                              | 5          |
| PCC Jointing Plans                                      | 5          |
| Joint Elevation Plans                                   | 5          |
| Cross Sections                                          | 12         |
| Utility Protection and Modification Plans               | 4          |
| Temporary Marking Plans                                 | 2          |
| Pavement Marking Plans                                  | 2          |
| Pavement Marking Details                                | 2          |
| Curb Stop Plan and Details                              | 1          |
| Lighting Legend and Notes                               | 1          |
| Existing Conditions and Demolition Plan                 | 6          |
| High Mast Lighting Electrical Plans                     | 2          |
| High Mast Lighting Electrical Details                   | 2          |
| Area Lighting Typical Wiring Diagram and Pole Summary   | 1          |
| Area Lighting Electrical Service and Riser Details      | 1          |
| Area Lighting One-Line Drawings                         | 1          |
| Panel Schedules                                         | 1          |
| Existing West Ramp Panel Schedules And Electrical Riser | 1          |
| Miscellaneous Details                                   | 1          |
| Pole Riser Detail                                       | 1          |
| Receptacle Panel-Tran Details                           | 1          |
| Hand Hole And Pull Box Details Sheet 1 of 3             | 1          |
| Hand Hole And Pull Box Details Sheet 2 of 3             | 1          |
| Hand Hole And Pull Box Details Sheet 3 of 3             | 1          |
| Duct Bank Details Sheet 1 of 2                          | 1          |
| Duct Bank Details Sheet 2 of 2                          | 1          |
| Utility Protection Details                              | 1          |
| Structural General Notes                                | 1          |
| Pole Foundation Details                                 | 2          |
| SIDA Fence and Gate Plan                                | 1          |
| Fence and Gate Details                                  | 1          |
| Proposed Gate Power and Grounding Details               | 1          |
| Proposed Gate Power Single Line Diagram                 | 1          |
| Gate Operator Foundation                                | 1          |
| Card Reader Station Details                             | 1          |
| Equipment Rack Details                                  | 1          |
| Access Control Equipment Cabinet Detail                 | 1          |
| Ductbank/Pull Box Details                               | 1          |
| Fiber Optic Network Details                             | 1          |
| <b>Total Sheets</b>                                     | <b>115</b> |

Terminal Interface Design by BAKER shall be in addition to these sheets. At least 10 Additional sheets are anticipated.



c. Identify Deviations from FAA/FDOT Design Standards

Identify deviations to FAA/FDOT design standards and/or FDOT standard specifications, and prepare a memorandum to PIE explaining advantages and alternates. AVCON will coordinate approval of deviations with FAA/FDOT, as necessary.

d. Prepare General and Special Provisions, Bid Forms, Technical Specifications

*FAA Standard Specifications - latest edition at the time of execution of this Assignment* - will be used as a basis in the preparation of the technical specifications for the PROJECT. AVCON may make modification(s) to these standards provided the changes are accepted by the Airport, FAA and FDOT.

e. Final Opinion of Probable Construction Cost

Prepare Final Engineer's Estimate of Cost for the Final Design including itemized schedule.

f. Prepare Final Engineer's Report

Report shall be prepared in accordance with the *Florida Department of Transportation's (Aviation Office) Guidelines for Plan Development, latest edition*.

g. Conduct a 60% Plans Review with PIE.

A 60% review meeting will be conducted with the PIE. Respond to 60% review comments in writing. It is understood that once the PIE comments have been satisfactorily addressed, the 60% documents will be revised to incorporate these comments and further develop into the 90% documents.

h. Conduct a 90% Plans Review with PIE.

A 90% review meeting will be conducted with the PIE. Respond to 90% review comments in writing. It is understood that once the PIE comments have been satisfactorily addressed, the 90% documents will be revised to incorporate these comments into the 100% documents that will become the Issued For Bid set.

i. Prepare 100% Documents

Complete the 100% plans and specifications for use during bidding phase. Distribute to FAA and FDOT as may be appropriate. Provide written certification to FDOT and FAA as may be appropriate.

j. FDEP or SWFWMD Permitting

Prepare and file any FDEP or SWFWMD permit applications, calculations, and requests for additional information (RAI) necessary for the project.





### **3. Bidding Phase Services**

#### **a. Bidding Assistance**

Assist PIE in advertising and obtaining bids for the prime contract for construction, materials, equipment and services. AVCON will issue electronic (pdf format) bidding and contract documents to PIE for distribution to all prospective bidders.

#### **b. Conduct Prebid Conference**

Prepare for, attend and conduct one prebid conference in conjunction with the PIE staff to outline the project and answer questions from interested contractors.

#### **c. Respond to Bidder's Inquiries**

Prepare addenda as appropriate to interpret, clarify or expand the Bidding Documents within the bid period and upon approval by PIE, issue addenda.

#### **d. Evaluate Bids and Recommend Award**

Prepare bid tabulation summary and assist PIE in evaluating bids or proposals and in assembling contracts for construction, materials, equipment and services. Provide written recommendations to PIE for the award of construction contract to the most favorable, responsive bidder.

## **V. SPECIAL SERVICES**

### **A. Pre-design Project Survey**

The CONSULTANT shall retain the services of a qualified sub-consultant to perform a survey which defines the horizontal and vertical limits of all physical features of the existing site that will be altered for the construction of the new facilities included in the PROJECT. The survey will locate all physical features and provide as necessary grades of the existing ground, buildings, sanitary, water, power and telephone distribution utilities, existing airfield cable utilities, and FAA/NOAA facilities providing the basis for the design.

### **B. Pre-design Geotechnical Subsurface Exploration**

The CONSULTANT will retain a qualified professional geo-technical testing services firm to perform investigations of the existing on-site subsurface soil and pavement conditions, in accordance with FAA procedures which will enable the design of the PROJECT in accordance with FAA criteria.

## **VI. ADDITIONAL SERVICES**

When required by the Airport, AVCON shall furnish or obtain from others, as circumstances may require, additional services of the types listed. These services are not included as part of Basic or Special Services. CONSULTANT shall advise the Airport promptly prior to starting any such Additional Services which will be paid for in accordance with the Task Order or Supplement thereto.

- A. Services in connection with work directive changes and change orders requested by the Airport not covered by the Basic or Special Services.**



- B. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor(s); and services after the award of the construction contract(s) in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor.
- C. Additional or extended services during construction made necessary by (1) work damaged by unforeseen cause during construction (2) a significant amount of defective or negligent work of any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any contractor.
- D. Services resulting from revisions and re-bidding, should the Airport reject bids
- E. Evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the work
- F. Services resulting from the contractor's failure to complete his work in the number of days allowed in the contract between the Airport and the selected contractor
- G. Threatened or Endangered Species (T&E) permitting/investigations, Environmental Assessments (EA), Development of Regional Impacts (DRI), or Environmental Impact Statements (EIS).
- H. Construction Administration, Shop drawing reviews, Requests for Information, Designer's Supplemental Instructions, pay applications
- I. Resident Project Representation, Observation, or Inspection
- J. As-builts, Record Drawings, or Project Close-Out Reports

#### **I. BASIC ASSUMPTIONS**

The following is a list of assumptions, which forms the basis of this cost proposal for providing the services for the PROJECT.

- A. In the absence of other known standards identified herein, all contract documents (front end, technical specifications and construction drawings) will be developed utilizing AVCON's selected format.
- B. All construction drawings will be 11" x 17" or 22" x 34" and will be created in AutoCAD.
- C. Specifications, reports and other word processing letters/memorandums/reports, etc. shall be created in Microsoft Word.
- D. All data collection efforts (survey, geotechnical, etc.) requiring AVCON or its subconsultant's personnel to be within the safety area of airfield will be performed during daylight hours with the appropriate pavement closed unless otherwise directed by the Airport.
- E. Historic data, record drawings, master plans, etc. necessary for the development of the Preliminary Design and Final Design Phases for the PROJECT, if available, will be compiled and provided by the Airport.



- F.** The work shall be completed in accordance with the schedule developed and agreed upon during Project Initiation (Preliminary Design Phase). Failure of the reviewing agencies (Airport, FAA and/or FDOT) to meet the deliverable dates for provision of review comments may justify obtaining a schedule extension.
- G.** AVCON will transmit preliminary, 60%, 90% and 100% review submissions to the Airport. Each submission shall consist of 4 sets (1 set equals the construction contract documents and the Engineer's Report, except for the 30% submission will be limited to the preliminary plans.)
- H.** PIE will provide AVCON with historical FDEP or SWFWMD permit information retained on file for the purposes of the PROJECT.
- I.** At this time, it is understood that an EA, DRI, or EIS is not required for the PROJECT.
- J.** At this time, it is understood that permitting for T&E Species review is not required for the PROJECT.

**END OF ATTACHMENT 1**

**EXHIBIT C - DESIGNER'S COMPENSATION  
TERMINAL APRON HARDSTAND EXPANSION - PHASE 2  
TABLE C - 1**

**SUMMARY  
OF  
FEES AND EXPENSES**



**ENGINEERING AND BIDDING PHASE SERVICES  
22-Sep-14**

| Terminal Apron Hardstand Expansion Phase 2<br>FIRM                    | PROJECT FEES |                     |
|-----------------------------------------------------------------------|--------------|---------------------|
|                                                                       | Manhours     | Cost                |
| <b>AVCON</b>                                                          |              |                     |
| Fee                                                                   | 2887         | \$304,402.00        |
| Expenses                                                              |              | \$1,938.30          |
| Sub-Total AVCON                                                       |              | \$306,340.30        |
| <b>BAKER (Terminal Interface: Local Grading, drainage, utilities)</b> |              |                     |
| Fee                                                                   | 606          | \$69,961.00         |
| Expenses (includes permits)                                           |              | \$2,582.00          |
| Sub-total BAKER                                                       |              | \$72,543.00         |
| <b>AECOM (Peer Reviews)</b>                                           |              |                     |
| Fee                                                                   | 32           | \$5,568.00          |
| Expenses                                                              |              | \$0.00              |
| Sub-total AECOM                                                       |              | \$5,568.00          |
| <b>SURVEY &amp; SUE - George F. Young</b>                             |              |                     |
| Fee                                                                   | -            | \$19,186.25         |
| Sub-Total SURVEY                                                      |              | \$19,186.25         |
| <b>GEOTECHNICAL - Tiera</b>                                           |              |                     |
| Fee                                                                   | -            | \$10,329.70         |
| Sub-Total GEOTECHNICAL                                                |              | \$10,329.70         |
| <b>PIPE VIDEO SERVICE</b>                                             |              |                     |
| Fee                                                                   |              | \$2,000.00          |
| <b>Total Fee Amount:</b>                                              | 3524.525     | \$415,967.25        |
| <b>Total Fee Amount (Rounded):</b>                                    |              | <b>\$416,000.00</b> |

AVCON, INC.

ST. PETERSBURG-CLEARWATER INTERNATIONAL AIRPORT  
TERMINAL APRON HARDSTAND EXPANSION - PHASE 2

EXHIBIT C -- DESIGNER'S COMPENSATION

TABLE C - 2  
BREAKDOWN OF  
FEE



| AVCON                                                               | Position:      | Principal  |                     | Project Manager |                     | Senior Engineer |                    | Project Engineer |                     | CAD Technician |                      | Clerical  |                    | Total       |                      |
|---------------------------------------------------------------------|----------------|------------|---------------------|-----------------|---------------------|-----------------|--------------------|------------------|---------------------|----------------|----------------------|-----------|--------------------|-------------|----------------------|
|                                                                     | Rate (\$/Hour) | 199 \$/HR  |                     | 156 \$/HR       |                     | 121 \$/HR       |                    | 98 \$/HR         |                     | 90 \$/HR       |                      | 60 \$/HR  |                    |             |                      |
|                                                                     |                | Manhours   | Cost                | Manhours        | Cost                | Manhours        | Cost               | Manhours         | Cost                | Manhours       | Cost                 | Manhours  | Cost               | Manhours    | Avg. Hourly Rate     |
| <b>PHASE 1 - PRELIMINARY DESIGN 30%</b>                             |                |            |                     |                 |                     |                 |                    |                  |                     |                |                      |           |                    |             |                      |
| <b>Preliminary Design</b>                                           |                |            |                     |                 |                     |                 |                    |                  |                     |                |                      |           |                    |             |                      |
| Project Initiation/Coordination; includes scoping, prelim. Costing  |                | 12         | \$ 2,388.00         | 24              | \$ 3,744.00         | 0               | \$ -               | 24               | \$ 2,352.00         | 0              | \$ -                 | 0         | \$ -               | 60          | \$ 8,484.00          |
| Records review and Kick-off/Pre-design Mtg                          |                | 12         | \$ 2,388.00         | 24              | \$ 3,744.00         | 0               | \$ -               | 24               | \$ 2,352.00         | 0              | \$ -                 | 0         | \$ -               | 60          | \$ 8,484.00          |
| Subconsultant Management and Preliminary Investigations             |                | 3          | \$ 597.00           | 12              | \$ 1,872.00         | 0               | \$ -               | 24               | \$ 2,352.00         | 0              | \$ -                 | 0         | \$ -               | 39          | \$ 4,821.00          |
| Analysis of Survey and Geotechnical Data                            |                | 0          | \$ -                | 12              | \$ 1,872.00         | 0               | \$ -               | 12               | \$ 1,176.00         | 0              | \$ -                 | 0         | \$ -               | 24          | \$ 3,048.00          |
| Gate Planning - Path planner Analysis; FAA Airspace Study Checklist |                | 2          | \$ 398.00           | 0               | \$ -                | 0               | \$ -               | 24               | \$ 2,352.00         | 0              | \$ -                 | 0         | \$ -               | 26          | \$ 2,750.00          |
| Development of Pavement Design                                      |                | 0          | \$ -                | 6               | \$ 936.00           | 0               | \$ -               | 24               | \$ 2,352.00         | 0              | \$ -                 | 0         | \$ -               | 30          | \$ 3,288.00          |
| Project Layout and Phasing Discussion                               |                | 0          | \$ -                | 12              | \$ 1,872.00         | 0               | \$ -               | 36               | \$ 3,528.00         | 36             | \$ 3,240.00          | 0         | \$ -               | 84          | \$ 8,640.00          |
| Prepare Preliminary Estimate                                        |                | 0          | \$ -                | 8               | \$ 1,248.00         | 0               | \$ -               | 16               | \$ 1,568.00         | 0              | \$ -                 | 0         | \$ -               | 24          | \$ 2,816.00          |
| Prepare Preliminary Specifications; (Table of Contents only)        |                | 1          | \$ 199.00           | 4               | \$ 624.00           | 0               | \$ -               | 0                | \$ -                | 0              | \$ -                 | 4         | \$ 240.00          | 9           | \$ 1,063.00          |
| Prepare Preliminary Engineer's Report                               |                | 2          | \$ 398.00           | 12              | \$ 1,872.00         | 0               | \$ -               | 24               | \$ 2,352.00         | 0              | \$ -                 | 12        | \$ 720.00          | 50          | \$ 5,342.00          |
| Quality Control Assurance Reviews                                   |                | 4          | \$ 796.00           | 0               | \$ -                | 8               | \$ 988.00          | 0                | \$ -                | 0              | \$ -                 | 0         | \$ -               | 12          | \$ 1,784.00          |
| Conduct 30% Review with PIE                                         |                | 6          | \$ 1,194.00         | 8               | \$ 1,248.00         | 0               | \$ -               | 12               | \$ 1,176.00         | 0              | \$ -                 | 12        | \$ 720.00          | 38          | \$ 4,338.00          |
| Sub-Total Preliminary Design                                        |                | 42         | \$ 8,358.00         | 122             | \$ 19,032.00        | 8               | \$ 988.00          | 220              | \$ 21,560.00        | 36             | \$ 3,240.00          | 28        | \$ 1,680.00        | 456         | \$ 54,838.00         |
| <b>PHASE 2 - Schematic Design 60%</b>                               |                |            |                     |                 |                     |                 |                    |                  |                     |                |                      |           |                    |             |                      |
| <b>Construction Documents</b>                                       |                |            |                     |                 |                     |                 |                    |                  |                     |                |                      |           |                    |             |                      |
| Prepare Detailed Plans                                              |                | 0          | \$ -                | 25.5            | \$ 3,978.00         | 0               | \$ -               | 51.5             | \$ 5,047.00         | 398            | \$ 35,831.25         | 0         | \$ -               | 570         | \$ 44,859.25         |
| Identify Deviations from FAA/FDOT Design Standards                  |                | 2          | \$ 398.00           | 12              | \$ 2,388.00         | 0               | \$ -               | 2                | \$ 398.00           | 0              | \$ -                 | 0         | \$ -               | 16          | \$ 3,184.00          |
| Prepare Final Project Manual                                        |                | 2          | \$ 398.00           | 18              | \$ 2,808.00         | 0               | \$ -               | 4                | \$ 392.00           | 0              | \$ -                 | 12        | \$ 720.00          | 36          | \$ 4,318.00          |
| Update/Reconcile Opinion of Probable Const. Cost                    |                | 0          | \$ -                | 12              | \$ 1,872.00         | 0               | \$ -               | 0                | \$ -                | 0              | \$ -                 | 0         | \$ -               | 12          | \$ 1,872.00          |
| Prepare Final Engineer's Report                                     |                | 0          | \$ -                | 12              | \$ 2,388.00         | 0               | \$ -               | 4                | \$ 796.00           | 0              | \$ -                 | 0         | \$ -               | 16          | \$ 3,184.00          |
| Quality Control Assurance Reviews                                   |                | 4          | \$ 796.00           | 0               | \$ -                | 4               | \$ 484.00          | 0                | \$ -                | 0              | \$ -                 | 0         | \$ -               | 8           | \$ 1,280.00          |
| 60% Submittal and Plan Review Meeting                               |                | 6          | \$ 1,194.00         | 8               | \$ 1,248.00         | 0               | \$ -               | 4                | \$ 392.00           | 0              | \$ -                 | 0         | \$ -               | 18          | \$ 2,834.00          |
| 60% Comment Reconciliation & Finalize 60% CDs                       |                | 3          | \$ 597.00           | 12              | \$ 1,872.00         | 0               | \$ -               | 16               | \$ 1,568.00         | 8              | \$ 720.00            | 2         | \$ 120.00          | 41          | \$ 4,877.00          |
| Sub-Total Schematic Design (60%)                                    |                | 17         | \$ 3,383.00         | 99.5            | \$ 16,554.00        | 4               | \$ 484.00          | 81.5             | \$ 8,593.00         | 406            | \$ 36,551.25         | 14        | \$ 840.00          | 717         | \$ 66,405.25         |
| <b>PHASE 2 - Final Design 90%, 100%</b>                             |                |            |                     |                 |                     |                 |                    |                  |                     |                |                      |           |                    |             |                      |
| <b>Construction Documents</b>                                       |                |            |                     |                 |                     |                 |                    |                  |                     |                |                      |           |                    |             |                      |
| Prepare Detailed Plans                                              |                | 0          | \$ -                | 76.5            | \$ 11,934.00        | 0               | \$ -               | 154.5            | \$ 15,141.00        | 1194           | \$ 107,493.75        | 0         | \$ -               | 1425        | \$ 134,568.75        |
| Identify Deviations from FAA/FDOT Design Standards                  |                | 0          | \$ -                | 0               | \$ -                | 0               | \$ -               | 0                | \$ -                | 0              | \$ -                 | 0         | \$ -               | 0           | \$ -                 |
| Prepare Final Project Manual                                        |                | 6          | \$ 1,194.00         | 36              | \$ 5,616.00         | 0               | \$ -               | 8                | \$ 784.00           | 0              | \$ -                 | 24        | \$ 1,440.00        | 74          | \$ 9,034.00          |
| Update/Reconcile Opinion of Probable Const. Cost                    |                | 0          | \$ -                | 24              | \$ 3,744.00         | 0               | \$ -               | 0                | \$ -                | 0              | \$ -                 | 0         | \$ -               | 24          | \$ 3,744.00          |
| Prepare Final Engineer's Report                                     |                | 0          | \$ -                | 4               | \$ 796.00           | 0               | \$ -               | 4                | \$ 796.00           | 0              | \$ -                 | 0         | \$ -               | 8           | \$ 1,592.00          |
| Quality Control Assurance Reviews                                   |                | 16         | \$ 3,184.00         | 0               | \$ -                | 8               | \$ 988.00          | 0                | \$ -                | 0              | \$ -                 | 0         | \$ -               | 24          | \$ 4,152.00          |
| 90%-100% Submittal and Plan Review Meeting                          |                | 16         | \$ 3,184.00         | 24              | \$ 3,744.00         | 0               | \$ -               | 8                | \$ 784.00           | 0              | \$ -                 | 0         | \$ -               | 48          | \$ 7,712.00          |
| 90%-100% Comment Reconciliation & Finalize 100% CDs                 |                | 6          | \$ 1,194.00         | 24              | \$ 3,744.00         | 0               | \$ -               | 32               | \$ 3,136.00         | 16             | \$ 1,440.00          | 2         | \$ 120.00          | 80          | \$ 9,634.00          |
| Sub-Total Final Design (90%, 100%)                                  |                | 44         | \$ 8,756.00         | 188.5           | \$ 29,578.00        | 8               | \$ 988.00          | 206.5            | \$ 20,641.00        | 1210           | \$ 108,933.75        | 26        | \$ 1,560.00        | 1683        | \$ 170,436.75        |
| <b>PHASE 3 - BIDDING &amp; AWARD 100%</b>                           |                |            |                     |                 |                     |                 |                    |                  |                     |                |                      |           |                    |             |                      |
| <b>Bidding &amp; Award</b>                                          |                |            |                     |                 |                     |                 |                    |                  |                     |                |                      |           |                    |             |                      |
| Prepare and Distribute Bid Documents                                |                | 0          | \$ -                | 4               | \$ 624.00           | 0               | \$ -               | 20               | \$ 1,960.00         | 0              | \$ -                 | 8         | \$ 480.00          | 4           | \$ 3,064.00          |
| Prepare and Conduct Pre-Bid Meeting/Bid Opening                     |                | 0          | \$ -                | 16              | \$ 2,496.00         | 0               | \$ -               | 0                | \$ -                | 0              | \$ -                 | 0         | \$ -               | 4           | \$ 2,496.00          |
| Respond to Bidder's Inquiries                                       |                | 4          | \$ 796.00           | 8               | \$ 1,248.00         | 0               | \$ -               | 24               | \$ 2,352.00         | 0              | \$ -                 | 12        | \$ 720.00          | 16          | \$ 5,116.00          |
| Bid Evaluation and Recommendation of Award                          |                | 2          | \$ 398.00           | 4               | \$ 624.00           | 0               | \$ -               | 8                | \$ 784.00           | 0              | \$ -                 | 4         | \$ 240.00          | 6           | \$ 2,048.00          |
| Sub-Total Bidding & Award                                           |                | 6          | \$ 1,194.00         | 32              | \$ 4,992.00         | 0               | \$ -               | 52               | \$ 5,096.00         | 0              | \$ -                 | 24        | \$ 1,440.00        | 30          | \$ 12,722.00         |
| <b>Total Labor Cost</b>                                             |                | <b>109</b> | <b>\$ 21,691.00</b> | <b>442</b>      | <b>\$ 70,156.00</b> | <b>20</b>       | <b>\$ 2,420.00</b> | <b>560</b>       | <b>\$ 55,890.00</b> | <b>1653</b>    | <b>\$ 148,725.00</b> | <b>82</b> | <b>\$ 5,520.00</b> | <b>2887</b> | <b>\$ 304,402.00</b> |

**TOTAL LABOR COST \$304,402.00**

|                                                   |                     |
|---------------------------------------------------|---------------------|
| Preliminary Design (30%)                          | \$54,838.00         |
| Schematic Design (60%)                            | \$66,405.25         |
| Final Design & Construction Documents (90%, 100%) | \$170,436.75        |
| Bidding & Award                                   | \$12,722.00         |
| <b>Total Cost</b>                                 | <b>\$304,402.00</b> |

AVCON, INC.

ST. PETERSBURG-CLEARWATER INTERNATIONAL AIRPORT  
TERMINAL APRON HARDSTAND EXPANSION

EXHIBIT C – DESIGNER'S COMPENSATION

TABLE C - 2  
BREAKDOWN OF  
FEE - DRAWING DEVELOPMENT

(continued)

| AVCON                                                   | Position:              | Principal   |          | Project Manager |                     | Senior Engineer |          | Project Engineer |                     | CAD Technician |                      | Clerical |          | Total         |                      |                  |
|---------------------------------------------------------|------------------------|-------------|----------|-----------------|---------------------|-----------------|----------|------------------|---------------------|----------------|----------------------|----------|----------|---------------|----------------------|------------------|
|                                                         | Salary Rate (\$/Hour): | 199 \$/HR   |          | 156 \$/HR       |                     | 121 \$/HR       |          | 98 \$/HR         |                     | 90 \$/HR       |                      | 60 \$/HR |          |               |                      |                  |
| Description                                             | Shts                   | Manhours    | Cost     | Manhours        | Cost                | Manhours        | Cost     | Manhours         | Cost                | Manhours       | Cost                 | Manhours | Cost     | Manhours      | Cost                 | Avg. Hourly Rate |
| <b>DRAWINGS</b>                                         |                        |             |          |                 |                     |                 |          |                  |                     |                |                      |          |          |               |                      |                  |
| Cover Sheet                                             | 1                      | 0 \$        | -        | 0 \$            | -                   | 0 \$            | -        | 0 \$             | -                   | 0.5 \$         | 45.00                | 0        | 0        | 1             | 45.00                | \$ 90.00         |
| Bid Schedule, Summary of Quantities, Index of Drawings  | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 2 \$             | 196.00              | 16 \$          | 1,440.00             | 0        | 0        | 19            | 1,792.00             | \$ 94.32         |
| Project Layout, Haul Routes, and Staging Plan           | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 2 \$             | 196.00              | 16 \$          | 1,440.00             | 0        | 0        | 19            | 1,792.00             | \$ 94.32         |
| General Notes Sheet                                     | 1                      | 0 \$        | -        | 2 \$            | 312.00              | 0 \$            | -        | 4 \$             | 392.00              | 32 \$          | 2,880.00             | 0        | 0        | 38            | 3,584.00             | \$ 94.32         |
| Special Construction Notes                              | 1                      | 0 \$        | -        | 4 \$            | 624.00              | 0 \$            | -        | 8 \$             | 784.00              | 64 \$          | 5,760.00             | 0        | 0        | 76            | 7,168.00             | \$ 94.32         |
| Construction Safety and Phasing Plans                   | 4                      | 0 \$        | -        | 4 \$            | 624.00              | 0 \$            | -        | 8 \$             | 784.00              | 64 \$          | 5,760.00             | 0        | 0        | 76            | 7,168.00             | \$ 94.32         |
| Erosion and Sediment Control Plans                      | 2                      | 0 \$        | -        | 4 \$            | 624.00              | 0 \$            | -        | 4 \$             | 392.00              | 32 \$          | 2,880.00             | 0        | 0        | 40            | 3,896.00             | \$ 97.40         |
| Existing Conditions and Survey Control Plans            | 3                      | 0 \$        | -        | 2 \$            | 312.00              | 0 \$            | -        | 4 \$             | 392.00              | 32 \$          | 2,880.00             | 0        | 0        | 38            | 3,584.00             | \$ 94.32         |
| Demolition Plans                                        | 2                      | 0 \$        | -        | 4 \$            | 624.00              | 0 \$            | -        | 8 \$             | 784.00              | 64 \$          | 5,760.00             | 0        | 0        | 76            | 7,168.00             | \$ 94.32         |
| Boring Plan and Boring Logs                             | 2                      | 0 \$        | -        | 4 \$            | 624.00              | 0 \$            | -        | 8 \$             | 784.00              | 64 \$          | 5,760.00             | 0        | 0        | 76            | 7,168.00             | \$ 94.32         |
| Typical Pavement Sections                               | 2                      | 0 \$        | -        | 4 \$            | 624.00              | 0 \$            | -        | 8 \$             | 784.00              | 64 \$          | 5,760.00             | 0        | 0        | 76            | 7,168.00             | \$ 94.32         |
| Typical Pavement Details                                | 6                      | 0 \$        | -        | 4 \$            | 624.00              | 0 \$            | -        | 8 \$             | 784.00              | 64 \$          | 5,760.00             | 0        | 0        | 76            | 7,168.00             | \$ 94.32         |
| Drainage Details                                        | 6                      | 0 \$        | -        | 4 \$            | 624.00              | 0 \$            | -        | 8 \$             | 784.00              | 64 \$          | 5,760.00             | 0        | 0        | 76            | 7,168.00             | \$ 94.32         |
| Geometry and Paving Plans                               | 5                      | 0 \$        | -        | 4 \$            | 624.00              | 0 \$            | -        | 8 \$             | 784.00              | 64 \$          | 5,760.00             | 0        | 0        | 76            | 7,168.00             | \$ 94.32         |
| Geometry Data Tables                                    | 2                      | 0 \$        | -        | 4 \$            | 624.00              | 0 \$            | -        | 8 \$             | 784.00              | 64 \$          | 5,760.00             | 0        | 0        | 76            | 7,168.00             | \$ 94.32         |
| Grading and Drainage Plans                              | 5                      | 0 \$        | -        | 6 \$            | 936.00              | 0 \$            | -        | 12 \$            | 1,176.00            | 72 \$          | 6,480.00             | 0        | 0        | 90            | 8,592.00             | \$ 95.47         |
| PCC Jointing Plans                                      | 5                      | 0 \$        | -        | 6 \$            | 936.00              | 0 \$            | -        | 12 \$            | 1,176.00            | 96 \$          | 8,640.00             | 0        | 0        | 114           | 10,752.00            | \$ 94.32         |
| Joint Elevation Plans                                   | 5                      | 0 \$        | -        | 6 \$            | 936.00              | 0 \$            | -        | 12 \$            | 1,176.00            | 96 \$          | 8,640.00             | 0        | 0        | 114           | 10,752.00            | \$ 94.32         |
| Cross Sections                                          | 12                     | 0 \$        | -        | 4 \$            | 624.00              | 0 \$            | -        | 8 \$             | 784.00              | 64 \$          | 5,760.00             | 0        | 0        | 76            | 7,168.00             | \$ 94.32         |
| Utility Protection and Modification Plans               | 4                      | 0 \$        | -        | 2 \$            | 312.00              | 0 \$            | -        | 4 \$             | 392.00              | 32 \$          | 2,880.00             | 0        | 0        | 38            | 3,584.00             | \$ 94.32         |
| Temporary Marking Plans                                 | 2                      | 0 \$        | -        | 3 \$            | 468.00              | 0 \$            | -        | 6 \$             | 588.00              | 48 \$          | 4,320.00             | 0        | 0        | 57            | 5,376.00             | \$ 94.32         |
| Pavement Marking Plans                                  | 2                      | 0 \$        | -        | 2 \$            | 312.00              | 0 \$            | -        | 4 \$             | 392.00              | 32 \$          | 2,880.00             | 0        | 0        | 38            | 3,584.00             | \$ 94.32         |
| Pavement Marking Details                                | 2                      | 0 \$        | -        | 2 \$            | 312.00              | 0 \$            | -        | 4 \$             | 392.00              | 32 \$          | 2,880.00             | 0        | 0        | 38            | 3,584.00             | \$ 94.32         |
| Curb Stop Plan and Details                              | 1                      | 0 \$        | -        | 3 \$            | 468.00              | 0 \$            | -        | 6 \$             | 588.00              | 48 \$          | 4,320.00             | 0        | 0        | 57            | 5,376.00             | \$ 94.32         |
| Lighting Legend and Notes                               | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 2 \$             | 196.00              | 16 \$          | 1,440.00             | 0        | 0        | 19            | 1,792.00             | \$ 94.32         |
| Existing Conditions and Demolition Plan                 | 6                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 2 \$             | 196.00              | 16 \$          | 1,440.00             | 0        | 0        | 19            | 1,792.00             | \$ 94.32         |
| High Mast Lighting Electrical Plans                     | 2                      | 0 \$        | -        | 2 \$            | 312.00              | 0 \$            | -        | 4 \$             | 392.00              | 32 \$          | 2,880.00             | 0        | 0        | 38            | 3,584.00             | \$ 94.32         |
| High Mast Lighting Electrical Details                   | 2                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 2 \$             | 196.00              | 16 \$          | 1,440.00             | 0        | 0        | 19            | 1,792.00             | \$ 94.32         |
| Area Lighting Typical Wiring Diagram and Pole Summary   | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 2 \$             | 196.00              | 16 \$          | 1,440.00             | 0        | 0        | 19            | 1,792.00             | \$ 94.32         |
| Area Lighting Electrical Service and Riser Details      | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 2 \$             | 196.00              | 16 \$          | 1,440.00             | 0        | 0        | 19            | 1,792.00             | \$ 94.32         |
| Area Lighting One-Line Drawings                         | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 2 \$             | 196.00              | 16 \$          | 1,440.00             | 0        | 0        | 19            | 1,792.00             | \$ 94.32         |
| Panel Schedules                                         | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 2 \$             | 196.00              | 16 \$          | 1,440.00             | 0        | 0        | 19            | 1,792.00             | \$ 94.32         |
| Existing West Ramp Panel Schedules And Electrical Riser | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 2 \$             | 196.00              | 16 \$          | 1,440.00             | 0        | 0        | 19            | 1,792.00             | \$ 94.32         |
| Miscellaneous Details                                   | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 2 \$             | 196.00              | 16 \$          | 1,440.00             | 0        | 0        | 19            | 1,792.00             | \$ 94.32         |
| Pole Riser Detail                                       | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 2 \$             | 196.00              | 16 \$          | 1,440.00             | 0        | 0        | 19            | 1,792.00             | \$ 94.32         |
| Receptacle Panel-Tran Details                           | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 2 \$             | 196.00              | 16 \$          | 1,440.00             | 0        | 0        | 19            | 1,792.00             | \$ 94.32         |
| Hand Hole And Pull Box Details Sheet 1 of 3             | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 2 \$             | 196.00              | 16 \$          | 1,440.00             | 0        | 0        | 19            | 1,792.00             | \$ 94.32         |
| Hand Hole And Pull Box Details Sheet 2 of 3             | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 2 \$             | 196.00              | 16 \$          | 1,440.00             | 0        | 0        | 19            | 1,792.00             | \$ 94.32         |
| Hand Hole And Pull Box Details Sheet 3 of 3             | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 2 \$             | 196.00              | 16 \$          | 1,440.00             | 0        | 0        | 19            | 1,792.00             | \$ 94.32         |
| Duct Bank Details Sheet 1 of 2                          | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 2 \$             | 196.00              | 16 \$          | 1,440.00             | 0        | 0        | 19            | 1,792.00             | \$ 94.32         |
| Duct Bank Details Sheet 2 of 2                          | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 2 \$             | 196.00              | 16 \$          | 1,440.00             | 0        | 0        | 19            | 1,792.00             | \$ 94.32         |
| Utility Protection Details                              | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 2 \$             | 196.00              | 16 \$          | 1,440.00             | 0        | 0        | 19            | 1,792.00             | \$ 94.32         |
| Structural General Notes                                | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 2 \$             | 196.00              | 16 \$          | 1,440.00             | 0        | 0        | 19            | 1,792.00             | \$ 94.32         |
| Pole Foundation Details                                 | 2                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 2 \$             | 196.00              | 16 \$          | 1,440.00             | 0        | 0        | 19            | 1,792.00             | \$ 94.32         |
| SIDA Fence and Gate Plan                                | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 8 \$             | 784.00              | 64 \$          | 5,760.00             | 0        | 0        | 73            | 6,700.00             | \$ 91.78         |
| Fence and Gate Details                                  | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 4 \$             | 392.00              | 32 \$          | 2,880.00             | 0        | 0        | 37            | 3,428.00             | \$ 92.65         |
| Proposed Gate Power and Grounding Details               | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 4 \$             | 392.00              | 32 \$          | 2,880.00             | 0        | 0        | 37            | 3,428.00             | \$ 92.65         |
| Proposed Gate Power Single line Diagram                 | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 4 \$             | 392.00              | 32 \$          | 2,880.00             | 0        | 0        | 37            | 3,428.00             | \$ 92.65         |
| Gate Operator Foundation                                | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 4 \$             | 392.00              | 32 \$          | 2,880.00             | 0        | 0        | 37            | 3,428.00             | \$ 92.65         |
| Card Reader Station Details                             | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 4 \$             | 392.00              | 32 \$          | 2,880.00             | 0        | 0        | 37            | 3,428.00             | \$ 92.65         |
| Equipment Rack Details                                  | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 4 \$             | 392.00              | 32 \$          | 2,880.00             | 0        | 0        | 37            | 3,428.00             | \$ 92.65         |
| Access Control Equipment Cabinet Detail                 | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 4 \$             | 392.00              | 32 \$          | 2,880.00             | 0        | 0        | 37            | 3,428.00             | \$ 92.65         |
| Ductbank/Pull box Details                               | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 4 \$             | 392.00              | 32 \$          | 2,880.00             | 0        | 0        | 37            | 3,428.00             | \$ 92.65         |
| Fiber Optic Network Details                             | 1                      | 0 \$        | -        | 1 \$            | 156.00              | 0 \$            | -        | 4 \$             | 392.00              | 32 \$          | 2,880.00             | 0        | 0        | 37            | 3,428.00             | \$ 92.65         |
| <b>Total Sheets</b>                                     | <b>115</b>             | <b>0 \$</b> | <b>-</b> | <b>102</b>      | <b>\$ 15,912.00</b> | <b>0 \$</b>     | <b>-</b> | <b>208</b>       | <b>\$ 20,188.00</b> | <b>1592.6</b>  | <b>\$ 143,325.00</b> | <b>0</b> | <b>0</b> | <b>1900.6</b> | <b>\$ 179,425.00</b> |                  |



TABLE C-6

AVCON, INC.

**TABLE C-6**  
**MISCELLANEOUS AND OUT-OF-POCKET EXPENSES**  
**ST. PETERSBURG-CLEARWATER INTERNATIONAL AIRPORT**  
**TERMINAL APRON HARDSTAND EXPANSION-PHASE 2**

LUMP SUM

PIE

**IN-HOUSE PLOTS, QA/QC PLOTS, OUTSOURCED BLACK LINES, COPIES**

| Item Description          | #    | Sheets   | Unit Cost            | Line Total |
|---------------------------|------|----------|----------------------|------------|
| Blackline Repro =         | 696  | Sheets @ | \$ 0.60 per sheet =  | \$ 417.60  |
| 22 X 34 Plotting in House | 87   | Sheets @ | \$ 0.50 per sheet =  | \$ 43.50   |
| 11X17 Plotting =          | 696  | Sheets @ | \$ 0.12 per sheet =  | \$ 83.52   |
| 22x34 Mylar               | 0    | Sheets @ | \$ 12.00 per sheet = | \$ -       |
| 8.5x11 Copies =           | 5250 | Sheets @ | \$ 0.10 per sheet =  | \$ 525.00  |
| Spec Covers/GBC           | 12   | Sets @   | \$ 3.85 per sheet =  | \$ 46.20   |

Sub Total Prints \$ 1,115.82

**TRAVEL (From: Orlando)**

To Project:

|                 |           |                    |                  |   |           |
|-----------------|-----------|--------------------|------------------|---|-----------|
| (POV)           | 6 Trips x | 208 Miles RndTrip  | \$ 0.51 Per Mile | = | \$ 636.48 |
| Tolls Beachline | 6 Trips x | \$ 6.00 Round Trip |                  |   | \$ 36.00  |

Sub Total Travel \$ 672.48

Misc. Expenses

|                       |          |                 |  |          |
|-----------------------|----------|-----------------|--|----------|
| MAILING AND TELEPHONE | 6 MONTHS | \$ 15.00 /MONTH |  | \$ 90.00 |
|-----------------------|----------|-----------------|--|----------|

|                          |          |                 |  |          |
|--------------------------|----------|-----------------|--|----------|
| COURIER<br>(1 PER MONTH) | 6 MONTHS | \$ 10.00 /MONTH |  | \$ 60.00 |
|--------------------------|----------|-----------------|--|----------|

\$ 60.00  
**SubTotal Misc \$ 150.00**

**TOTAL EXPENSES \$ 1,938.30**

Total Sheets in Set  
 29

|             |                    |      |              |  |
|-------------|--------------------|------|--------------|--|
| To Owner    |                    |      |              |  |
| Submittals  | Sets Per Submittal | Sets | Total Sheets |  |
| 3           | 4                  | 12   | 348          |  |
| (30,90,100) |                    |      |              |  |

|                |                    |                         |              |  |
|----------------|--------------------|-------------------------|--------------|--|
| Internal QA/QC |                    |                         |              |  |
| Submittals     | Sets Per Submittal | Sets                    | Total Sheets |  |
| 3              | 3                  | 9                       | 261          |  |
| (30,90,100)    |                    |                         |              |  |
|                |                    | <b>Total Blacklines</b> | <b>696</b>   |  |

|                      |        |              |  |
|----------------------|--------|--------------|--|
| In House Check Plots | Checks | Total Sheets |  |
| 29 shts              | 3      | 87           |  |
| CD's                 |        |              |  |
| Submittal Sets #shts |        | Total Sheets |  |
| 21 250               |        | 5250         |  |







**EXHIBIT B**  
**St. Petersburg-Clearwater International Airport**  
**Terminal Apron Hardstand Expansion - Phase 2 - 2014.151.03**  
**Preliminary Estimate of Probable Construction Costs**  
**Summary of Construction Costs**

|          |                         |    |           |
|----------|-------------------------|----|-----------|
| BASE BID | Spots 1, 1A, 7, 8, MLVR | \$ | 3,223,000 |
| ALT #1   | Spot 9                  | \$ | 598,000   |
| ALT #2   | Spot 10                 | \$ | 747,000   |
| ALT #3   | Spot 11                 | \$ | 789,000   |
| Total    |                         | \$ | 5,357,000 |

**St. Petersburg-Clearwater International Airport**  
**Terminal Apron Hardstand Expansion - Phase 2 - 2014.151.03**  
**EXHIBIT B - Preliminary Estimate of Probable Construction Costs**  
**BASE BID**  
**SPOTS 1, 1A, 7, 8, & MLVR**

9/22/2014

| Index | Pay Item | Description                                                                      | Unit | Unit Cost     | Quantity                   | Subtotal               |
|-------|----------|----------------------------------------------------------------------------------|------|---------------|----------------------------|------------------------|
| 1     | M-101-1  | Mobilization                                                                     | LS   | See Below     | See M-101-1 Cost Below     |                        |
| 2     | M-101-2  | Safety and Security                                                              | LS   | \$ 25,000.00  | 1                          | \$ 25,000.00           |
| 3     | M-101-3  | Construction Survey                                                              | LS   | \$ 8,000.00   | 1                          | \$ 8,000.00            |
| 4     | P-101-1  | Bituminous Pavement Removal                                                      | SY   | \$ 9.50       | 13525                      | \$ 128,487.50          |
| 5     | P-101-2  | PCC Pavement Removal (Includes Asphalt over PCC sections)                        | SY   | \$ 15.00      | 2681                       | \$ 40,215.00           |
| 6     | P-104-1  | Erosion Control & Pollution Abatement                                            | LS   | \$ 32,000.00  | 1                          | \$ 32,000.00           |
| 7     | P-152-1  | Unclassified Excavation                                                          | CY   | \$ 30.00      | 3000                       | \$ 90,000.00           |
| 8     | P-209-1  | Crushed Aggregate Base Course - 6"                                               | SY   | \$ 15.00      | 3395                       | \$ 50,925.00           |
| 9     | P-209-2  | Crushed Aggregate Base Course - 8"                                               | SY   | \$ 17.50      | 12810                      | \$ 224,175.00          |
| 10    | P-501-1  | Portland Cement Concrete Pavement - 8"                                           | SY   | \$ 85.00      | 3395                       | \$ 288,575.00          |
| 11    | P-501-2  | Portland Cement Concrete Pavement - 16"                                          | SY   | \$ 105.00     | 12810                      | \$ 1,345,050.00        |
| 12    | P-501-3  | Sleeper Slab                                                                     | SY   | \$ 150.00     | 0                          | \$ -                   |
| 13    | P-501-4  | Aircraft Tie-Downs                                                               | EA   | \$ 100.00     | 0                          | \$ -                   |
| 14    | P-620-1  | Temporary Runway and Taxiway Painting, Without Reflective Beads                  | SF   | \$ 1.25       | 25000                      | \$ 31,250.00           |
| 15    | P-620-2  | Permanent Runway and Taxiway Painting, With/Without Reflective Beads             | SF   | \$ 2.50       | 50000                      | \$ 125,000.00          |
| 16    | D-701-1  | Cleaning and Sealing Manhole/Inlet Crack/Joint                                   | EA   | \$ 2,000.00   | 4                          | \$ 8,000.00            |
| 17    | D-701-2  | Cleaning and Sealing pipe Crack/Joint (24")                                      | LF   | \$ 94.00      | 275                        | \$ 25,850.00           |
| 18    | D-751-1  | Post Construction Video Documentation                                            | LF   | \$ 45.00      | 275                        | \$ 12,375.00           |
| 19    | D-754-1  | Slot Drain / Trench Drain                                                        | LF   | \$ 150.00     | 300                        | \$ 45,000.00           |
| 20    | L-125-1  | High Mast Lights / Service / LED / FBC Foundation                                | EA   | \$ 80,000.00  | 2                          | \$ 160,000.00          |
| 21    | L-125-2  | New Automatic Roll Gate / Service / Security Fencing                             | LS   | \$ 100,000.00 | 1                          | \$ 100,000.00          |
|       |          | <i>Construction Subtotal:</i>                                                    |      |               |                            | \$ 2,739,902.50        |
| 1     | M-101-1  | Mobilization @ 10% of Construction Subtotal                                      | LS   |               | 1                          | \$ 273,990.25          |
| 22    | U-101-1  | Temporary/Permanent Utility Adjustments/Protection @ 2% of Construction Subtotal | LS   |               | 1                          | \$ 54,798.05           |
|       |          |                                                                                  |      |               | <b>Construction Total:</b> | <b>\$ 3,068,690.80</b> |
| 23    |          | Owner Allowance/Contingency @ 5% of Subtotal                                     | AL   |               |                            | \$ 153,434.54          |
|       |          |                                                                                  |      |               | <b>Grand Total:</b>        | <b>\$ 3,222,125.34</b> |

**GRAND TOTAL OF ESTIMATED CONSTRUCTION COST**

**\$ 3,223,000**

Note: Unit prices adjusted downward by Owner 09/08/14

**St. Petersburg-Clearwater International Airport**  
**Terminal Apron Hardstand Expansion - Phase 2 - 2014.151.03**  
**EXHIBIT B - Preliminary Estimate of Probable Construction Costs**  
**ALTERNATE #1**  
**SPOT 9**

9/22/2014

| Index                         | Pay Item | Description                                                                      | Unit | Unit Cost    | Quantity               | Subtotal             |
|-------------------------------|----------|----------------------------------------------------------------------------------|------|--------------|------------------------|----------------------|
| 1                             | M-101-1  | Mobilization                                                                     | LS   | See Below    | See M-101-1 Cost Below |                      |
| 2                             | M-101-2  | Safety and Security                                                              | LS   | \$ 4,000.00  | 1                      | \$ 4,000.00          |
| 3                             | M-101-3  | Construction Survey                                                              | LS   | \$ 1,250.00  | 1                      | \$ 1,250.00          |
| 4                             | P-101-1  | Bituminous Pavement Removal                                                      | SY   | \$ 9.50      | 2956                   | \$ 28,080.60         |
| 5                             | P-101-2  | PCC Pavement Removal (Includes Asphalt over PCC sections)                        | SY   | \$ 15.00     | 59                     | \$ 885.00            |
| 6                             | P-104-1  | Erosion Control & Pollution Abatement                                            | LS   | \$ 4,000.00  | 1                      | \$ 4,000.00          |
| 7                             | P-152-1  | Unclassified Excavation                                                          | CY   | \$ 30.00     | 550                    | \$ 16,500.00         |
| 8                             | P-209-1  | Crushed Aggregate Base Course - 6"                                               | SY   | \$ 15.00     | 601                    | \$ 9,022.12          |
| 9                             | P-209-2  | Crushed Aggregate Base Course - 8"                                               | SY   | \$ 17.50     | 2413                   | \$ 42,234.11         |
| 10                            | P-501-1  | Portland Cement Concrete Pavement - 8"                                           | SY   | \$ 85.00     | 601                    | \$ 51,125.33         |
| 11                            | P-501-2  | Portland Cement Concrete Pavement - 16"                                          | SY   | \$ 105.00    | 2413                   | \$ 253,404.67        |
| 12                            | P-501-3  | Sleeper Slab                                                                     | SY   | \$ 150.00    | 0                      | \$ -                 |
| 13                            | P-501-4  | Aircraft Tie-Downs                                                               | EA   | \$ 100.00    | 0                      | \$ -                 |
| 14                            | P-620-1  | Temporary Runway and Taxiway Painting, Without Reflective Beads                  | SF   | \$ 1.25      | 2850                   | \$ 3,562.50          |
| 15                            | P-620-2  | Permanent Runway and Taxiway Painting, With/Without Reflective Beads             | SF   | \$ 2.50      | 5700                   | \$ 14,250.00         |
| 16                            | D-701-1  | Cleaning and Sealing Manhole/Inlet Crack/Joint                                   | EA   | \$ 2,000.00  | 0                      | \$ -                 |
| 17                            | D-701-2  | Cleaning and Sealing pipe Crack/Joint (24")                                      | LF   | \$ 94.00     | 0                      | \$ -                 |
| 18                            | D-751-1  | Post Construction Video Documentation                                            | LF   | \$ 45.00     | 0                      | \$ -                 |
| 19                            | D-754-1  | Slot Drain / Trench Drain                                                        | LF   | \$ 150.00    | 0                      | \$ -                 |
| 20                            | L-125-1  | High Mast Lights / Service / LED / FBC Foundation                                | EA   | \$ 80,000.00 | 1                      | \$ 80,000.00         |
| <i>Construction Subtotal:</i> |          |                                                                                  |      |              |                        | \$ 508,314.32        |
| 1                             | M-101-1  | Mobilization @ 10% of Construction Subtotal                                      | LS   |              | 1                      | \$ 50,831.43         |
| 21                            | U-101-1  | Temporary/Permanent Utility Adjustments/Protection @ 2% of Construction Subtotal | LS   |              | 1                      | \$ 10,166.29         |
| <b>Construction Total:</b>    |          |                                                                                  |      |              |                        | <b>\$ 569,312.04</b> |
| 22                            |          | Owner Allowance/Contingency @ 5% of Subtotal                                     | AL   |              |                        | \$ 28,465.60         |
| <b>Grand Total:</b>           |          |                                                                                  |      |              |                        | <b>\$ 597,777.64</b> |

**GRAND TOTAL OF ESTIMATED CONSTRUCTION COST**

**\$ 598,000**

Note: Unit prices adjusted downward by Owner 09/08/14

**St. Petersburg-Clearwater International Airport**  
**Terminal Apron Hardstand Expansion - Phase 2 - 2014.151.03**  
**EXHIBIT B - Preliminary Estimate of Probable Construction Costs**  
**ALTERNATE #2**  
**SPOTS 10**

9/22/2014

| Index                         | Pay Item | Description                                                                      | Unit | Unit Cost    | Quantity               | Subtotal             |
|-------------------------------|----------|----------------------------------------------------------------------------------|------|--------------|------------------------|----------------------|
| 1                             | M-101-1  | Mobilization                                                                     | LS   | See Below    | See M-101-1 Cost Below |                      |
| 2                             | M-101-2  | Safety and Security                                                              | LS   | \$ 4,000.00  | 1                      | \$ 4,000.00          |
| 3                             | M-101-3  | Construction Survey                                                              | LS   | \$ 1,250.00  | 1                      | \$ 1,250.00          |
| 4                             | P-101-1  | Bituminous Pavement Removal                                                      | SY   | \$ 9.50      | 3958                   | \$ 37,602.76         |
| 5                             | P-101-2  | PCC Pavement Removal (Includes Asphalt over PCC sections)                        | SY   | \$ 15.00     | 59                     | \$ 885.00            |
| 6                             | P-104-1  | Erosion Control & Pollution Abatement                                            | LS   | \$ 4,000.00  | 1                      | \$ 4,000.00          |
| 7                             | P-152-1  | Unclassified Excavation                                                          | CY   | \$ 30.00     | 550                    | \$ 16,500.00         |
| 8                             | P-209-1  | Crushed Aggregate Base Course - 6"                                               | SY   | \$ 15.00     | 878                    | \$ 13,168.45         |
| 9                             | P-209-2  | Crushed Aggregate Base Course - 8"                                               | SY   | \$ 17.50     | 3139                   | \$ 54,937.56         |
| 10                            | P-501-1  | Portland Cement Concrete Pavement - 8"                                           | SY   | \$ 85.00     | 878                    | \$ 74,621.22         |
| 11                            | P-501-2  | Portland Cement Concrete Pavement - 16"                                          | SY   | \$ 105.00    | 3139                   | \$ 329,625.33        |
| 12                            | P-501-3  | Sleeper Slab                                                                     | SY   | \$ 150.00    | 0                      | \$ -                 |
| 13                            | P-501-4  | Aircraft Tie-Downs                                                               | EA   | \$ 100.00    | 0                      | \$ -                 |
| 14                            | P-620-1  | Temporary Runway and Taxiway Painting, Without Reflective Beads                  | SF   | \$ 1.25      | 2850                   | \$ 3,562.50          |
| 15                            | P-620-2  | Permanent Runway and Taxiway Painting, With/Without Reflective Beads             | SF   | \$ 2.50      | 5700                   | \$ 14,250.00         |
| 16                            | D-701-1  | Cleaning and Sealing Manhole/Inlet Crack/Joint                                   | EA   | \$ 2,000.00  | 0                      | \$ -                 |
| 17                            | D-701-2  | Cleaning and Sealing pipe Crack/Joint (24")                                      | LF   | \$ 94.00     | 0                      | \$ -                 |
| 18                            | D-751-1  | Post Construction Video Documentation                                            | LF   | \$ 45.00     | 0                      | \$ -                 |
| 19                            | D-754-1  | Slot Drain / Trench Drain                                                        | LF   | \$ 150.00    | 0                      | \$ -                 |
| 20                            | L-125-1  | High Mast Lights / Service / LED / FBC Foundation                                | EA   | \$ 80,000.00 | 1                      | \$ 80,000.00         |
| <i>Construction Subtotal:</i> |          |                                                                                  |      |              |                        | \$ 634,402.82        |
| 1                             | M-101-1  | Mobilization @ 10% of Construction Subtotal                                      | LS   |              | 1                      | \$ 63,440.28         |
| 21                            | U-101-1  | Temporary/Permanent Utility Adjustments/Protection @ 2% of Construction Subtotal | LS   |              | 1                      | \$ 12,688.06         |
| <b>Construction Total:</b>    |          |                                                                                  |      |              |                        | <b>\$ 710,531.16</b> |
| 22                            |          | Owner Allowance/Contingency @ 5% of Subtotal                                     | AL   |              |                        | \$ 35,526.56         |
| <b>Grand Total:</b>           |          |                                                                                  |      |              |                        | <b>\$ 746,057.71</b> |

**GRAND TOTAL OF ESTIMATED CONSTRUCTION COST**

**\$ 747,000**

Note: Unit prices adjusted downward by Owner 09/08/14

**St. Petersburg-Clearwater International Airport**  
**Terminal Apron Hardstand Expansion - Phase 2 - 2014.151.03**  
**EXHIBIT B - Preliminary Estimate of Probable Construction Costs**  
**ALTERNATE #3**  
**SPOTS 11**

9/22/2014

| Index | Pay Item | Description                                                                      | Unit | Unit Cost                  | Quantity               | Subtotal             |
|-------|----------|----------------------------------------------------------------------------------|------|----------------------------|------------------------|----------------------|
| 1     | M-101-1  | Mobilization                                                                     | LS   | See Below                  | See M-101-1 Cost Below |                      |
| 2     | M-101-2  | Safety and Security                                                              | LS   | \$ 4,000.00                | 1                      | \$ 4,000.00          |
| 3     | M-101-3  | Construction Survey                                                              | LS   | \$ 1,250.00                | 1                      | \$ 1,250.00          |
| 4     | P-101-1  | Bituminous Pavement Removal                                                      | SY   | \$ 9.50                    | 4258                   | \$ 40,448.90         |
| 5     | P-101-2  | PCC Pavement Removal (Includes Asphalt over PCC sections)                        | SY   | \$ 15.00                   | 59                     | \$ 885.00            |
| 6     | P-104-1  | Erosion Control & Pollution Abatement                                            | LS   | \$ 4,000.00                | 1                      | \$ 4,000.00          |
| 7     | P-152-1  | Unclassified Excavation                                                          | CY   | \$ 30.00                   | 550                    | \$ 16,500.00         |
| 8     | P-209-1  | Crushed Aggregate Base Course - 6"                                               | SY   | \$ 15.00                   | 1015                   | \$ 15,226.88         |
| 9     | P-209-2  | Crushed Aggregate Base Course - 8"                                               | SY   | \$ 17.50                   | 3302                   | \$ 57,778.93         |
| 10    | P-501-1  | Portland Cement Concrete Pavement - 8"                                           | SY   | \$ 85.00                   | 1015                   | \$ 86,285.67         |
| 11    | P-501-2  | Portland Cement Concrete Pavement - 16"                                          | SY   | \$ 105.00                  | 3302                   | \$ 346,673.60        |
| 12    | P-501-3  | Sleeper Slab                                                                     | SY   | \$ 150.00                  | 0                      | \$ -                 |
| 13    | P-501-4  | Aircraft Tie-Downs                                                               | EA   | \$ 100.00                  | 0                      | \$ -                 |
| 14    | P-620-1  | Temporary Runway and Taxiway Painting, Without Reflective Beads                  | SF   | \$ 1.25                    | 2850                   | \$ 3,562.50          |
| 15    | P-620-2  | Permanent Runway and Taxiway Painting, With/Without Reflective Beads             | SF   | \$ 2.50                    | 5700                   | \$ 14,250.00         |
| 16    | D-701-1  | Cleaning and Sealing Manhole/Inlet Crack/Joint                                   | EA   | \$ 2,000.00                | 0                      | \$ -                 |
| 17    | D-701-2  | Cleaning and Sealing pipe Crack/Joint (24")                                      | LF   | \$ 94.00                   | 0                      | \$ -                 |
| 18    | D-751-1  | Post Construction Video Documentation                                            | LF   | \$ 45.00                   | 0                      | \$ -                 |
| 19    | D-754-1  | Slot Drain / Trench Drain                                                        | LF   | \$ 150.00                  | 0                      | \$ -                 |
| 20    | L-125-1  | High Mast Lights / Service / LED / FBC Foundation                                | EA   | \$ 80,000.00               | 1                      | \$ 80,000.00         |
|       |          | <i>Construction Subtotal:</i>                                                    |      |                            |                        | \$ 670,861.49        |
| 1     | M-101-1  | Mobilization @ 10% of Construction Subtotal                                      | LS   |                            | 1                      | \$ 67,086.15         |
| 21    | U-101-1  | Temporary/Permanent Utility Adjustments/Protection @ 2% of Construction Subtotal | LS   |                            | 1                      | \$ 13,417.23         |
|       |          |                                                                                  |      | <b>Construction Total:</b> |                        | <b>\$ 751,364.87</b> |
| 22    |          | Owner Allowance/Contingency @ 5% of Subtotal                                     | AL   |                            |                        | \$ 37,568.24         |
|       |          |                                                                                  |      | <b>Grand Total:</b>        |                        | <b>\$ 788,933.11</b> |

**GRAND TOTAL OF ESTIMATED CONSTRUCTION COST**

**\$ 789,000**

Note: Unit prices adjusted downward by Owner 09/08/14

**EXHIBIT A  
CIVIL SCOPE OF SERVICES FOR  
APRON HARDSTAND EXPANSION PHASE 2**

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**PROJECT DESCRIPTION:**

The St. Pete Clearwater International Airport intends to rehabilitate the apron associated with Gate positions 7 thru 11 (approx. 5,400 S.Y.) and the two positions at Gate 1 (approx. 300 S.Y. each). **Michael Baker Jr, Inc. (BAKER)** will perform the design of the grading, drainage and utility relocation as a subconsultant to AVCON Inc. for the area directly adjacent to Terminal Improvements Phase 3 (Gates 7-8) and identified in blue hatch on the attached exhibit.

Adjacent to Gates 7-8 is a project that will expand the terminal out on to the apron another 10,000-12,000 square feet (Project titled Gates 7-10- Phase 3 Terminal Improvements). An area of 1,650 s.y. of airside pavement is estimated for this area. There will be extensive utility relocation from out under the expansion to include water, sewer, electric and stormwater. The terminal project design has been initiated, but will be concluded after the Apron hard stand project has been bid.

**BAKER** will perform coordination with the design development of the terminal expansion to ensure a positive slope for a minimum of 50' away from the building and to relocate airside utilities. Grades in the area adjacent to the upcoming terminal project shall be developed in close coordination with the Terminal designer, existing ground survey and the Proposed Ramp grades. The design of the grading shall prepare the site foot print for the Terminal expansion, while enabling the construction of the Apron Hardstand Expansion Phase 2 and accommodating the on-going operations of the terminal. The design shall include up to six cross-sections that depict the following:

1. Existing terminal building and existing ramp grades
2. Existing terminal building and proposed ramp grades (As of completion of the Apron project)
3. The proposed terminal building and proposed ramp grades (As of the completion of the terminal building).

Drainage design shall extend from the blue hatched area beyond the western most edge of Gate 11 to the outfall. The design will encompass any planning for future roof drains and any inlets or pipes within these areas and terminate at outfalls or tie them underground storm pipes. **BAKER** will evaluate the use of trench drains vs. the inlets currently installed. The areas of **BAKER's** responsibility for rehabilitation/ improvement are indicated in blue hatch in the attached sketch labeled Exhibit "A" and dated 8-11-14.

**A. Assumptions:**

- Survey and geotechnical investigation of yellow areas will be administered by AVCON. Survey and geotechnical investigation of area of orange highlight is through the terminal improvements contract.
- Front end documents for bidding shall be performed by AVCON.
- The project will be constructed using a traditional Design-Bid-Build process.
- RPR full time inspection services during the construction phase will be provided as part of a separate contract, through a separate third party consultant firm.
- Construction phase services will be completed by **BAKER** as an additional service to this agreement.
- An allowance shall be set up in the contract for the cost of permits. The estimated cost is based on what we consider to be qualifying factors to what is known about the underground system and proposed changes to the system at this time. Higher tier or more extensive permits may be required than what is currently estimated and may result in higher application or impact costs, of which shall not be the responsibility of the consultant. These permits include:
  - SWFWMD permit letter modification
  - DEP water main extensions
  - DEP Domestic wastewater collection
  - Pinellas County Utilities
  - City of Largo SewerThe costs associated with each permit is estimated in Exhibit "B".
- Pavement Design, pavement jointing plan and joint details will be provided by AVCON.
- Drainage watershed areas will not change and a permit modification will be acceptable from SWFWMD

**B. Design Elements:**

The design and production of construction plans will generally consist of the following items:

1. Terminal /Apron Area Layout Plan
2. Existing Conditions Plan
3. Apron/Site Grading Plan
4. Typical Sections (6)
5. Temporary walkway and curb details
6. Site Drainage Plan
7. Drainage Plan and Details
8. Pipe rehabilitation plan and details
9. Utility Layout Plan
10. Utility adjustment details

11. Quantity Calculations
12. Sub-Surface Utility Design profiles (2)
13. Project Layout
16. Technical Specifications
17. Utility, SWFWMD permitting

**C. Design Phase Services:**

**BAKER** will provide the following Design Phase Services as outlined below.

**Task 1 – Preliminary Design Documents:**

**BAKER** will attend a project kick off meeting with AVCON to establish lines of communication, project schedules, budgets, and to discuss technical components of the project. **BAKER** will obtain available information from the County, AVCON and the Airport records of existing conditions that may affect the project. Available drawings, surveys, aerial photos, planning studies, etc. will be obtained and reviewed. A field verification-site-visit will be conducted as part of a visual survey to verify and identify existing conditions, in order to develop an accurate record-plan of the existing surrounding site and the proposed improvements to the adjoining Apron contiguous to the proposed new addition.

Both asphalt and concrete pavement sections will be evaluated for Owner's consideration.

**BAKER** will attend meetings with the Airport and AVCON to discuss preliminary drawings and review the preliminary plans.

The Consultant will prepare a Construction Cost Estimate, relevant sections for the Engineer's Report, and the Preliminary Plans.

*Deliverables: Electronic documents will be submitted to AVCON.*

**Task 2 – 60% Design:**

**BAKER** shall address any changes requested by AVCON at the Preliminary Design Review Meeting in this Phase. Upon authorization, **BAKER** will proceed with the 60% Design Phase.

At the completion of the design development phase, permits will be prepared and applied for. The following permits and approvals will be required and obtained for this project:

- SWFWMD Construction Permit
- FDEP water
- County Water and Sewer



**BAKER** staff will meet with AVCON to review the Plans, Specifications, and the Engineer's Report to verify that all concerns, issues, and potential conflicts are addressed prior to proceeding with the next Task.

*Deliverables: Electronic files of the 60% Plans, 60% Engineer's Report, updated cost estimate, and draft technical specifications will be submitted to AVCON.*

**Task 3 – 90% Design:**

**BAKER** will incorporate review comments received from permitting agencies and finalize the project plans. Also, miscellaneous details shall be finalized as well as a detailed quality control review performed.

*Deliverables: Electronic files of the 90% Plans, 90% Engineer's Report, updated cost estimate, and technical specifications will be submitted to AVCON.*

**Task 4 – 100% Design:**

**BAKER** will address any final comments received by AVCON/ Airport and address comments received from internal quality control and constructability reviews to develop a final set of drawings for bidding purposes.

**Deliverables:**

- Electronic documents will be provided by **BAKER**.
- A final estimate of probable costs, engineer's report, and final specifications will be submitted.
- Baker shall sign and seal relevant sheets for the final plans for delivery to PIE.

**D. Period of Services:**

This project scope outlined above is anticipated to be complete in 3-4 months after the Notice to Proceed. This is based on ten (10) days of AVCON and Airport review time for each milestone submittal. The following phases and times from date of receipt of the Notice to Proceed from the Airport for each phase of the project will comprise the project timeline:

|                       |                                     |
|-----------------------|-------------------------------------|
| • Preliminary Design: | 30 calendar days                    |
| • 60% Design:         | 60 calendar days                    |
| • 100% Design:        | <u>30 calendar days</u>             |
| Total =               | 120 Days (plus Airport review time) |

The final 100% documents shall be completed by March 16, 2015.

**END OF EXHIBIT "A"**

**Exhibit B : Man-hour and Fee Estimate**

Civil Engineering Design Tasks 1 thru 4

APRON HARDSTAND EXPANSION PHASE 2

**Michael Baker**  
**INTERNATIONAL**

St. Pete/Clearwater International Airport , Florida

|                                                         |  | Principal    | Program Manager | Project Manager | Senior (Engineer / Arch / Planner / Scientist) | Engineer / Arch / Planner / Scientist | Designer       | Technician / Cad Support | Clerical     | Total              |
|---------------------------------------------------------|--|--------------|-----------------|-----------------|------------------------------------------------|---------------------------------------|----------------|--------------------------|--------------|--------------------|
| Item/Task Description                                   |  |              |                 |                 |                                                |                                       |                |                          |              |                    |
| 2010 Rates (Contract Rates)                             |  | \$195.00     | \$195.00        | \$166.00        | \$166.00                                       | \$140.00                              | \$105.00       | \$80.00                  | \$74.00      |                    |
| <b>TASK 1- PRELIMINARY DESIGN DOCUMENTS</b>             |  |              |                 |                 |                                                |                                       |                |                          |              |                    |
| Project Contract Set Up                                 |  | 1.0          | 1.0             | 4.0             |                                                |                                       |                |                          | 5.0          | 11.0               |
| Site Visit (1 trip)                                     |  |              |                 | 4.0             |                                                | 4.0                                   |                |                          |              | 8.0                |
| Review of Existing Record Drawings                      |  |              |                 | 2.0             |                                                | 4.0                                   |                |                          |              | 6.0                |
| Coordination with Client/ Project Management            |  |              |                 | 4.0             |                                                |                                       |                |                          |              | 4.0                |
| Obtain and review pertinent Stormwater permits          |  |              |                 |                 |                                                | 3.0                                   |                |                          |              | 3.0                |
| Stormwater modeling of Existing Conditions              |  |              |                 |                 | 1.0                                            | 14.0                                  | 12.0           |                          |              | 27.0               |
| Process survey and establish DTM                        |  |              |                 |                 |                                                |                                       |                |                          |              | 0.0                |
| Typical Sections (6)                                    |  |              |                 |                 |                                                |                                       | 3.0            | 14.0                     |              | 17.0               |
| Project Layout Plan                                     |  |              |                 |                 |                                                |                                       | 16.0           | 8.0                      |              | 24.0               |
| Preliminary Staking and Demolition                      |  |              |                 | 2.0             | 0.0                                            | 4.0                                   | 8.0            | 8.0                      |              | 22.0               |
| Coordination with Production Staff on Final Layout      |  |              |                 | 2.0             |                                                |                                       |                |                          |              | 2.0                |
| Utility Coordination                                    |  |              |                 |                 |                                                | 9.0                                   |                |                          |              | 9.0                |
| Design Review Meeting with AVCON/PIE Staff (2-Meetings) |  |              |                 | 5.0             |                                                |                                       |                |                          |              | 5.0                |
| Preliminary Cost Estimate                               |  |              |                 |                 |                                                | 2.0                                   | 2.0            | 2.0                      |              | 6.0                |
| Preliminary Engineer's Report                           |  |              |                 | 2.0             |                                                | 4.0                                   |                |                          |              | 6.0                |
| <b>TASK 1- PRELIMINARY DESIGN DOCUMENTS Hours</b>       |  | <b>1.0</b>   | <b>1.0</b>      | <b>25.0</b>     | <b>1.0</b>                                     | <b>44.0</b>                           | <b>41.0</b>    | <b>32.0</b>              | <b>5.0</b>   | <b>150.0</b>       |
| <b>TASK 1- PRELIMINARY DESIGN DOCUMENTS Fee</b>         |  | <b>\$195</b> | <b>\$195</b>    | <b>\$4,150</b>  | <b>\$166</b>                                   | <b>\$6,160</b>                        | <b>\$4,305</b> | <b>\$2,560</b>           | <b>\$370</b> | <b>\$18,101.00</b> |

**Exhibit B : Man-hour and Fee Estimate**

Civil Engineering Design Tasks 1 thru 4

APRON HARDSTAND EXPANSION PHASE 2

**Michael Baker**  
**INTERNATIONAL**

St. Pete/Clearwater International Airport , Florida

| Item/Task Description                                                                    | Principal    | Program Manager | Project Manager | Senior (Engineer / Arch / Planner / Scientist) | Engineer / Arch / Planner / Scientist | Designer       | Technician / Cad Support | Clerical     | Total              |
|------------------------------------------------------------------------------------------|--------------|-----------------|-----------------|------------------------------------------------|---------------------------------------|----------------|--------------------------|--------------|--------------------|
| 2010 Rates (Contract Rates)                                                              | \$195.00     | \$195.00        | \$166.00        | \$166.00                                       | \$140.00                              | \$105.00       | \$80.00                  | \$74.00      |                    |
| <b>TASK 2- 60% Design</b>                                                                |              |                 |                 |                                                |                                       |                |                          |              |                    |
| General Coordination and Project Management                                              | 1.0          | 1.0             | 5.0             |                                                |                                       |                |                          | 6.0          | 13.0               |
| Model Proposed Improvements and Watersheds                                               |              |                 |                 |                                                | 10.0                                  |                |                          |              | 10.0               |
| Catch Basin, Trench Drain and Pipe Placement                                             |              |                 |                 |                                                | 6.0                                   |                |                          |              | 6.0                |
| Pipe Sizing and Hydraulic Gradients                                                      |              |                 |                 |                                                | 10.0                                  |                |                          |              | 10.0               |
| Preliminary Grading Plan                                                                 |              |                 | 1.0             |                                                |                                       | 32.0           |                          |              | 33.0               |
| Refine Staking Plan                                                                      |              |                 |                 |                                                | 8.0                                   | 8.0            | 8.0                      |              | 24.0               |
| General Notes                                                                            |              |                 |                 |                                                |                                       |                | 2.0                      |              | 2.0                |
| Water and Sewer Relocation Design and Plans                                              |              |                 | 3.0             |                                                | 8.0                                   | 16.0           | 16.0                     |              | 43.0               |
| Prepare Permitting Package- design narrative, exhibits, calculation sheets, applications |              |                 | 2.0             | 1.0                                            | 8.0                                   | 8.0            | 16.0                     | 4.0          | 39.0               |
| Design Review Meeting with AVCON/PIE Staff (2-Meetings)                                  |              |                 | 5.0             |                                                |                                       |                |                          |              | 5.0                |
| Update Cost Estimate                                                                     |              |                 |                 |                                                | 2.0                                   | 2.0            | 2.0                      |              | 6.0                |
| 60% Engineer's Report                                                                    |              |                 | 2.0             | 1.0                                            | 4.0                                   |                |                          |              | 7.0                |
| <b>TASK 2- 60% Design Hours</b>                                                          | <b>1.0</b>   | <b>1.0</b>      | <b>18.0</b>     | <b>2.0</b>                                     | <b>56.0</b>                           | <b>66.0</b>    | <b>44.0</b>              | <b>10.0</b>  | <b>198.0</b>       |
| <b>TASK 2- 60% Design Fee</b>                                                            | <b>\$195</b> | <b>\$195</b>    | <b>\$2,988</b>  | <b>\$332</b>                                   | <b>\$7,840</b>                        | <b>\$6,930</b> | <b>\$3,520</b>           | <b>\$740</b> | <b>\$22,740.00</b> |

**Exhibit B : Man-hour and Fee Estimate**Civil Engineering Design Tasks 1 thru 4  
APRON HARDSTAND EXPANSION PHASE 2**Michael Baker**  
**INTERNATIONAL**

St. Pete/Clearwater International Airport , Florida

| Item/Task Description                                           | Principal    | Program Manager | Project Manager | Senior (Engineer / Arch / Planner / Scientist) | Engineer / Arch / Planner / Scientist | Designer       | Technician / Cad Support | Clerical     | Total              |
|-----------------------------------------------------------------|--------------|-----------------|-----------------|------------------------------------------------|---------------------------------------|----------------|--------------------------|--------------|--------------------|
| 2010 Rates (Contract Rates)                                     | \$195.00     | \$195.00        | \$166.00        | \$166.00                                       | \$140.00                              | \$105.00       | \$80.00                  | \$74.00      |                    |
| <b>TASK 3- 90% Design</b>                                       |              |                 |                 |                                                |                                       |                |                          |              |                    |
| General Coordination and Project Management                     | 1.0          | 1.0             | 4.0             |                                                |                                       |                |                          | 2.0          | 8.0                |
| Address Comments From AVCON/ Client                             |              |                 | 4.0             |                                                | 8.0                                   | 6.0            | 8.0                      |              | 26.0               |
| Address Comments from Permitting Agencies and Prepare Responses |              |                 | 4.0             |                                                | 8.0                                   | 12.0           | 12.0                     | 2.0          | 38.0               |
| Update and Finalize Plans                                       |              |                 | 3.0             |                                                | 15.0                                  |                | 30.0                     |              | 48.0               |
| Final Grading Plan                                              |              |                 |                 |                                                |                                       |                | 16.0                     |              | 16.0               |
| Prepare Miscellaneous Details                                   |              |                 |                 |                                                | 6.0                                   |                | 12.0                     |              | 18.0               |
| Quality Control and Constructability Review                     |              |                 |                 |                                                |                                       |                |                          |              | 0.0                |
| Technical Specifications                                        |              |                 |                 | 1.0                                            | 13.0                                  |                |                          | 5.0          | 19.0               |
| Design Review Meeting with AVCON/PIE Staff (2-Meetings)         |              |                 | 5.0             |                                                |                                       |                |                          |              | 5.0                |
| Update Cost Estimate                                            |              |                 |                 |                                                | 1.0                                   | 2.0            | 2.0                      |              | 5.0                |
| Preliminary Engineer's Report                                   |              |                 | 1.0             |                                                | 5.0                                   |                |                          |              | 6.0                |
| <b>TASK 3- 90% Design Hours</b>                                 | <b>1.0</b>   | <b>1.0</b>      | <b>21.0</b>     | <b>1.0</b>                                     | <b>56.0</b>                           | <b>20.0</b>    | <b>80.0</b>              | <b>9.0</b>   | <b>189.0</b>       |
| <b>TASK 3- 90% Design Fee</b>                                   | <b>\$195</b> | <b>\$195</b>    | <b>\$3,486</b>  | <b>\$166</b>                                   | <b>\$7,840</b>                        | <b>\$2,100</b> | <b>\$6,400</b>           | <b>\$666</b> | <b>\$21,048.00</b> |

**Exhibit B : Man-hour and Fee Estimate**

Civil Engineering Design Tasks 1 thru 4

APRON HARDSTAND EXPANSION PHASE 2

**Michael Baker**  
**INTERNATIONAL**

St. Pete/Clearwater International Airport , Florida

| Item/Task Description                                  | Principal    | Program Manager | Project Manager | Senior (Engineer / Arch / Planner / Scientist) | Engineer / Arch / Planner / Scientist | Designer     | Technician / Cad Support | Clerical     | Total             |
|--------------------------------------------------------|--------------|-----------------|-----------------|------------------------------------------------|---------------------------------------|--------------|--------------------------|--------------|-------------------|
| 2010 Rates (Contract Rates)                            | \$195.00     | \$195.00        | \$166.00        | \$166.00                                       | \$140.00                              | \$105.00     | \$80.00                  | \$74.00      |                   |
| <b>TASK 4- 100% Design</b>                             |              |                 |                 |                                                |                                       |              |                          |              |                   |
| General Coordination and Project Management            | 1.0          | 1.0             | 6.0             |                                                |                                       |              |                          | 4.0          | 12.0              |
| Address Final Comments From AVCON and Client           |              |                 | 8.0             |                                                | 8.0                                   | 8.0          | 16.0                     | 2.0          | 42.0              |
| Prepare Final Estimate of Probable Costs/ Bid Schedule |              |                 |                 |                                                | 3.0                                   |              | 3.0                      |              | 6.0               |
| Final Engineer's Report                                |              |                 |                 |                                                | 2.0                                   |              |                          | 1.0          | 3.0               |
| Plot/ Print/ Sign and Seal                             |              |                 |                 |                                                | 3.0                                   |              | 3.0                      |              | 6.0               |
| <b>TASK 4- 100% Design Hours</b>                       | <b>1.0</b>   | <b>1.0</b>      | <b>14.0</b>     | <b>0.0</b>                                     | <b>16.0</b>                           | <b>8.0</b>   | <b>22.0</b>              | <b>7.0</b>   | <b>69.0</b>       |
| <b>TASK 4- 100% Design Fee</b>                         | <b>\$195</b> | <b>\$195</b>    | <b>\$2,324</b>  | <b>\$0</b>                                     | <b>\$2,240</b>                        | <b>\$840</b> | <b>\$1,760</b>           | <b>\$518</b> | <b>\$8,072.00</b> |

|                                           |              |              |                 |              |                 |                 |                 |                |                    |
|-------------------------------------------|--------------|--------------|-----------------|--------------|-----------------|-----------------|-----------------|----------------|--------------------|
| <b>Total Estimated Hours</b>              | 4.0          | 4.0          | 78.0            | 4.0          | 172.0           | 135.0           | 178.0           | 31.0           | 606.0              |
| <b>Design Total Estimated Labor Costs</b> | <b>\$780</b> | <b>\$780</b> | <b>\$12,948</b> | <b>\$664</b> | <b>\$24,080</b> | <b>\$14,175</b> | <b>\$14,240</b> | <b>\$2,294</b> | <b>\$69,961.00</b> |

|                         |  |  |  |  |  |  |  |  |               |
|-------------------------|--|--|--|--|--|--|--|--|---------------|
| <b>Sub consultants*</b> |  |  |  |  |  |  |  |  | <b>\$0.00</b> |
|-------------------------|--|--|--|--|--|--|--|--|---------------|

|                                               |                    |  |  |  |  |  |  |  |  |
|-----------------------------------------------|--------------------|--|--|--|--|--|--|--|--|
| <b>Sub Total Professional Fees (Combined)</b> | <b>\$69,961.00</b> |  |  |  |  |  |  |  |  |
|-----------------------------------------------|--------------------|--|--|--|--|--|--|--|--|

**Exhibit B : Man-hour and Fee Estimate**

Civil Engineering Design Tasks 1 thru 4

APRON HARDSTAND EXPANSION PHASE 2

**Michael Baker**  
**INTERNATIONAL**

St. Pete/Clearwater International Airport , Florida

| Item/Task Description                                               |          | Principal | Program Manager | Project Manager | Senior (Engineer / Arch / Planner / Scientist) | Engineer / Arch / Planner / Scientist | Designer | Technician / Cad Support | Clerical | Total      |
|---------------------------------------------------------------------|----------|-----------|-----------------|-----------------|------------------------------------------------|---------------------------------------|----------|--------------------------|----------|------------|
| 2010 Rates (Contract Rates)                                         |          | \$195.00  | \$195.00        | \$166.00        | \$166.00                                       | \$140.00                              | \$105.00 | \$80.00                  | \$74.00  |            |
| <b>Expenses</b>                                                     |          |           |                 |                 |                                                |                                       |          |                          |          |            |
| Plotting, Printing & Copying                                        | \$100.00 |           |                 |                 |                                                |                                       |          |                          |          |            |
| Travel Expenses-Allowance (Mileage Not Allowed Under This Contract) | \$200.00 |           |                 |                 |                                                |                                       |          |                          |          |            |
| Shipping Expenses-Allowance                                         | \$100.00 |           |                 |                 |                                                |                                       |          |                          |          |            |
| Expense Contingency                                                 | \$100.00 |           |                 |                 |                                                |                                       |          |                          |          |            |
| Permit Application Fees                                             |          |           |                 |                 |                                                |                                       |          |                          |          |            |
| ▪ SWFWMD permit letter modification                                 | \$182.00 |           |                 |                 |                                                |                                       |          |                          |          |            |
| ▪ DEP water main extensions                                         | \$650.00 |           |                 |                 |                                                |                                       |          |                          |          |            |
| ▪ DEP Domestic wastewater collection                                | \$250.00 |           |                 |                 |                                                |                                       |          |                          |          |            |
| ▪ Pinellas County Utilities                                         | \$500.00 |           |                 |                 |                                                |                                       |          |                          |          |            |
| ▪ City of Largo Sewer                                               | \$500.00 |           |                 |                 |                                                |                                       |          |                          |          |            |
| Total Expenses                                                      |          |           |                 |                 |                                                |                                       |          |                          |          | \$2,582.00 |

# George F. Young, Inc.

## CLIENT AND CONSULTANT PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 19<sup>th</sup> day of September 2014,  
the effective date, for the terms and conditions listed below and on the following pages of this agreement by and between:

### CONSULTANT:

George F. Young, Inc.

Address:

299 Dr. ML King Jr. St. N.  
St. Petersburg, FL 33701

Telephone: 727-822-4317

Fax: 727-822-2919

### CLIENT:

Avcon, Inc.

Address:

5555 East Michigan Street, Suite 200  
Orlando, FL 32822

Telephone: 407-599-1122

Fax: 407-599-1133

**Project Name:** PIE – Expand Terminal Hardstands: Phase II

**Name and Address of Record Owner of Property (if other than Client):**

**The property upon which the services hereinafter described are to be performed is located at:**  
See Exhibit C.

**Client intends to** Construct concrete parking areas, expand terminal building, and replace drainage

**(“the project”)**

### ACCEPTANCE

By execution of this agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the work. In the event Client is not the owner of the property, Client represents that Client has informed the owner of the work and obtained permission from said owner for Consultant to proceed.

IN WITNESS THEREOF, the parties hereby execute this agreement upon the terms and conditions stated hereon and on the date first above written.

Accepted by: \_\_\_\_\_

Authorized Signature - Client, as owner  
or authorized agent for the owner

Date: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Authorized Signature - George F. Young, Inc.

Date: \_\_\_\_\_



## **EXHIBIT A**

### **BASIC SCOPE OF TOPOGRAPHIC SERVICES**

- Verify and update survey information from the original Phase II area survey (western portion of GFY Project No. 11005001SH, dated 6/17/11), and topographic survey of additional area up to and including the face of the terminal building. Limits are depicted on Exhibit C.
- Topographic survey of road to the north of the Phase II area and location of the centerline paint stripe. Limits are depicted on Exhibit C.
- Topographic survey of Allegiant Apron Area, and verify as-built survey from the southernmost Phase I limits for tie-in purposes. Limits are depicted on Exhibit C.
- Features include, but are not limited to:
  - Elevation data on a 25 foot grid.
  - Horizontal location of all paint markings and limits of concrete parking pads.
  - Horizontal and vertical locations of storm structures (includes pipe and structure sizes, tops, grates, throats, weirs, and invert elevations)
  - Collect horizontal and vertical locations of all ground rods, hurricane tie-downs, PCC joints, PCC/AC interfaces.
  - Collect horizontal location of the building faces, bollards and any other structures above ground within the survey boundary.
- Project Horizontal Datum shall be based on NAD 83 (2007).
- Project Vertical Datum shall be based on NAVD 88.

### **EXCLUSIONS**

- Any work associated with right-of-way or boundary survey.
- Any work associated with construction stakeout.
- Building foundations will not be located.

### **DELIVERABLES**

- Services specified will be in AutoDesk Civil 3D.
- Three (3) signed and sealed topographic surveys of the limits described above.

### **COMPENSATION**

- The Lump Sum fees for survey services for this project are as follows:

Phase II Area –Topographic Survey of Additional Area; Verify 2011 GFY Survey  
**\$3,740.00 (Three Thousand Seven Hundred Forty Dollars and Zero Cents)**

Phase II Area –Topographic Survey of Road and Centerline Paint Stripe  
**\$1,070.00 (Nine Hundred Sixty Dollars and Zero Cents)**

*\*This price is only valid if this portion is performed in conjunction with the above Phase II Additional Area Survey*

Allegiant Apron Area – Topographic Survey; Verify Southern Limits of Phase I Area As-Built  
**\$4,060.00 (Four Thousand Sixty Dollars and Zero Cents)**

- Additional services will be provided as attached in Exhibit B.

## **EXHIBIT B**

### **BASIC SCOPE OF SUE AND SUE SURVEY SERVICES**

- Utilizing conventional electronic designating equipment and including Ground Penetrating Radar (GPR), designate and mark the horizontal location of found underground utilities within the Phase II Additional Area and Road and Allegiant Apron Area as depicted on Exhibit C. Where operators feel reasonably confident of instrument vertical readings, electronic vertical information will be provided as well.
- GFY to survey collect found utility information, and provide a 2-dimensional electronic file, in plan view only, depicting the found utility information.

### **EXCLUSIONS**

The following items are specifically excluded from the above Basic Scope of Sue and Sue Survey Services:

1. Filing fees, permit fees, prints, or any other out of pocket expenses other than those specifically included.
2. Any work associated with biological, ecological or environmental studies, traffic studies or geotechnical services.
3. Any work associated with securing permits other than those specifically included.
4. Any work associated with location of potable or reclaimed water service lines, storm or sanitary sewer systems or underdrains. Storm and sanitary sewer information may be collected separately as part of a topographic survey effort.
5. Any work associated with the handling of hazardous materials.
6. Any work associated with excavation.

### **DELIVERABLES**

- A 2-dimensional electronic file in plan view only depicting the found utility information will be incorporated into the electronic survey deliverable above.

*Utilization of the above equipment and methods is the industry recognized procedure for finding and locating underground utilities and features. Although effective and reliable, there is the possibility that all utilities may not be detected due to environmental conditions, soil conditions, water table, excessive depth, and/or feature makeup. Location of existing utilities scanned by electronic designation and/GPR are approximate in nature, and are not to be construed as precise.*

### **COMPENSATION**

- The Lump Sum fee for Basic Scope SUE and SUE survey services are as follows:

Phase II Additional Area

**\$5,098.00 (Five Thousand Ninety Eight Dollars and Zero Cents)**

Phase II Area –Road

**\$1,636.50 (One Thousand Six Hundred Thirty Six Dollars and Fifty Cents)**

*\*This price is only valid if this portion is performed in conjunction with the above Phase II Additional Area Survey*

Allegiant Apron Area

**\$3,581.75. (Three Thousand Five Hundred Eighty One Dollars and Seventy Five cents)**

The total project fees for the Topographic Survey services described in Exhibit A and the SUE and SUE Survey services described in Exhibit B are **\$19,186.25 (Nineteen Thousand One Hundred Eighty Six Dollars and Twenty Five Cents)**

## CLIENT'S RESPONSIBILITIES

In addition to other responsibilities of CLIENT as set forth in this Agreement, CLIENT shall:

1. Provide any available plans, sketches, markups, etc. to assist in the location or identification of underground utilities.
2. Provide onsite assistance with access to work areas and an escort if necessary. Runway areas may need to be accessed in order to establish survey control on site.
3. Provide As-Built survey of Phase 1 in CAD format.

## EXHIBIT C

### LIMITS OF SURVEY AND SUE



**CLIENT AND CONSULTANT AGREE THAT THE FOLLOWING PROVISIONS SHALL BE PART OF THEIR AGREEMENT:**

1. Consultant agrees to perform the services set forth on Exhibit "A" attached hereto and incorporated herein by this reference ("services").
2. Client shall have the responsibilities set forth herein in Exhibit "B" attached hereto and incorporated herein by this reference ("responsibilities").
3. Client agrees to compensate Consultant for its services according to the Compensation Schedule attached hereto as Exhibit "C" and incorporated herein by this reference ("schedule").
4. All original papers, documents, drawings and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this agreement shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of the costs involved, Client is entitled to a copy of all papers, documents and drawings provided Client's account is paid current.
5. Client acknowledges that its right to utilize the services and work product provided pursuant to this agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this agreement and Client has performed all obligations under this agreement. Client further acknowledges that Consultant has the unrestricted right to use the services provided pursuant to this agreement as well as all work products provided pursuant to this agreement.
6. Upon request, Client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges, which are necessary to perform the terms of this agreement.
7. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by Consultant, which plans, drawings, or other work product are not final and which are not signed and sealed by Consultant. Client agrees to be liable and responsible for any such use of non-final plans, drawings, or other work product not signed and sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings, or other work product may not be changed nor used on a different project without the written authorization or approval by Consultant.
8. If Consultant's work product exists in electronic or computerized format, or is transferred in electronic or computerized format (CADD), the stamp, seal and signature shall be original and may not be a computer generated copy, photocopy, or facsimile transmission of the original. Original maps or plans with original signatures and seals shall be considered the original documents.
9. Any use or reuse of original or altered CADD materials by Client, agents of Client, or other parties without the prior review and written approval of Consultant shall be at the sole risk of Client. Further, Client agrees to defend, indemnify, and hold Consultant harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized use, re-use, or modification of these materials.
10. Client recognizes that surveys, designs, plans, and data stored on electronic media including, but not limited to, computer disks and magnetic tapes may be subject to unauthorized use, misuse and uncontrollable deterioration. Upon document approval, Consultant shall submit to Client any deliverables, which have been contractually agreed to on electronic media. Client shall have 30 days to inspect such deliverables and notify Consultant of any irregularities in the deliverables. Consultant will correct any such irregularities detected by Client in order to complete the work in accordance with the intent of the Agreement and specifications. At the end of said 30-day inspection period, any additional services to be performed by Consultant relative to the submitted electronic materials shall be considered Additional Work, and shall be approved by Client prior to commencing such effort.
11. CADD submittals to or on behalf of Client will be prepared using AutoCAD and George F. Young, Inc. CADD standards, and shall be considered within the Scope of Services of the Agreement. Submittals in other formats and/or other computer environments, and the work-effort related thereto, shall be considered Additional Services.
12. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services or work product prepared or partially prepared by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services, which shall be paid for by Client as Additional Services.
13. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.
14. This agreement shall not be construed to alter, affect or waive any lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide Consultant with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.
15. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, provide any lender certifications, agreements for transfer of design documents, or assignment of contracts as a condition of receiving payment for services. In the event the Consultant agrees to provide any of the above, all work related thereto will be considered Additional Services.

16. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this agreement are suspended or terminated. In such event, Client shall promptly pay Consultant for all fees, charges, and services provided by Consultant.
17. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.
18. Client agrees that the periodic billings from Consultant to Client are correct, conclusive, and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.
19. Client agrees to pay a monthly late payment charge, which will be the lesser of, one and one-half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.
20. If Consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, and other documents and/or field services are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by Client as Additional Services.
21. Client agrees that if Client requests services not specified pursuant to the Scope of Services description within this agreement, Client agrees to pay for all such Additional Services as extra work.
22. In the event that any staking or survey control points are destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking and/or reestablishing control points shall be paid for by Client as Additional Services.
23. Client shall reimburse Consultant for all out of pocket expenses including, but not limited to, title company charges, Subconsultant fees, filing fees, travel expenses, blueprints and reproductions at a rate of cost plus 10%.
24. Client acknowledges and agrees that if Consultant provides surveying services, which services require the filing of a Record of Survey in accordance with applicable law or regulations that all the costs of preparation, examination and filing for the Record of Survey will be paid by Client as Additional Services.
25. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or work product promptly, faulty performance by Client, or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant is not responsible for damages nor shall Consultant be deemed to be in default of this agreement.
26. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
27. Consultant makes no warranty, either expressed or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.
28. Estimates of land areas provided under this agreement are not to be considered precise unless Consultant specifically agrees to provide the precise determination for such areas.
29. If the Scope of Services to be provided by Consultant pursuant to the terms of this agreement includes an ALTA survey, Client agrees that Consultant may sign the ALTA Survey Statement attached hereto and incorporated herein by reference. In the event that Consultant agrees to sign a statement or certificate which differs from the ALTA Survey Statement contained in the attachment, Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from the statement contained in the attachment.
30. Earthwork volume calculations provided under this agreement must be verified by another Consultant at the expense of the Client if a monetary decision of more than \$50,000.00 is based upon said calculations. Client agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from earthwork volume calculations.
31. All surveying and mapping services provided pursuant to this agreement will be performed in accordance with Chapter 5J-17.050 through 5J-17.052 Florida Administrative Code. It is understood by the Client that Surveyors and Mappers do not determine ownership of the property surveyed. A Title Company or Attorney must verify any questions of ownership/encumbrance such as, but not limited to, vacation of rights of way and/or easements. Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the determination of ownership of the property surveyed pursuant to this agreement.
32. Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction for the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant shall not at any time have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor any failure of any contractor's work to comply with laws and regulations applicable to contractor's work.
33. Client agrees to limit the liability of Consultant, its principals, employees and their Subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract or strict liability, to the sum of \$50,000.00 or Consultant's fees, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.
34. Exclusion of Special, Incidental, Indirect and Consequential Damages: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, Consultant and Consultant's officers, directors, partners, employees, agents, and Consultant's Subconsultants shall not be liable to the Client or anyone claiming by, through or

under Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of Consultant or Consultant's officers, directors, partners, employees, agents, and Consultant's Subconsultants or any of them

35. Agreement Not to Claim for Cost of Certain Change Orders: Client recognizes and expects that certain change orders may be required to be issued as the result in whole or in part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Consultant or in the other professional services performed or furnished by Consultant under this Agreement ("Covered Change Orders"). Accordingly, Client agrees not to sue and otherwise make no claim directly or indirectly against Consultant on the basis of professional negligence, breach of contract, or otherwise with respect to the cost of approved Covered Change Orders unless the cost of such approved Covered Change Orders exceed 15% of the applicable Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Consultant for the cost of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs the Client would have incurred if the Covered Change Order had been included originally without any imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Contract Documents and with any error or omission of Consultant related thereto. Nothing in this provision creates the presumption that, or changes the professional liability standard for determining if, Consultant is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Consultant includes Consultant's officers, directors, partners, employees, agents, and Consultant's Subconsultants

36. The parties to this agreement acknowledge that Consultant's Scope of Services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Property affected thereby until Client: (i) retains appropriate specialist Consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Property is in full compliance with applicable Laws and Regulations.

37. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement or in any way connected with the performance of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which Consultant may be entitled.

38. Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's principal place of business is located, and Client waives the right to bring, try, or remove such litigation to any other county or judicial district.

39. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and Consultants retained for the project and with other successive third parties including but not limited to construction contractors, lenders and owners associations and to require all independent contractors and Consultants also include a similar mediation provision in all agreements with subcontractors, Subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

(a) Except for the provision of subdivision (b) and subdivision (c), and in an effort to resolve any conflicts, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation or other form of Alternative Dispute Resolution as agreed to by the parties.

(b) Subdivision (a) does not preclude or limit Consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit Consultant's right to elect to perfect or enforce applicable mechanics lien remedies.

40. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.

41. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

42. Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant, and any such waiver shall not constitute a continuing waiver thereof.

43. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Any material change of ownership within the Client's organization including, but not limited to, new partners, principals, or a transfer of majority ownership shall be considered an assignment of this agreement and subject to written consent of the Consultant. Failure of Client to notify Consultant of such changes shall be considered a material breach of this Agreement.

44. In the event of termination of this Agreement by either party, Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

(a) Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

(b) Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

(c) Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in aggregate;

(d) Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

45. This agreement shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.

46. If, during the term of this agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they change or affect the Scope of Services, compensation, schedule, allocation of risks, or other material terms of the Agreement, the Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this agreement, in accordance with the termination provision hereof.

47. This agreement contains the entire agreement between Client and Consultant relating to the Project and the provision of services to the Project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.



September 18, 2014 (2<sup>nd</sup> Revision)

AVCON, Inc.  
5555 East Michigan Street, Suite 200  
Orlando, Florida 32822

Attn: Mr. Russ Holliday, P.E.

**RE: Proposal for Geotechnical Engineering Services  
St. Petersburg-Clearwater International Airport  
Proposed Hardstand Improvements Phase II  
Pinellas County, Florida  
Tierra Proposal No. 65-14-106(REV2)**

Mr. Holliday:

Tierra, Inc. appreciates the opportunity to submit the attached proposal to provide geotechnical engineering services for the project site.

### **Project Information**

The project site is located at the existing St. Petersburg-Clearwater International Airport in Pinellas County, Florida. The project, as we understand it, consists of performing concrete and asphalt cores and borings in the vicinity of the existing hardstands in order to provide pavement thickness information and subsurface information for the design of the proposed hardstand improvements associated with the Phase II portion of the project. In addition, the project includes the design and installation of high mast lights near the entrance to the terminal. Based on the information provided by AVCON, Inc. (AVCON), the geotechnical services will consist primarily of asphalt and concrete pavement cores, test borings, and laboratory testing.

It is our understanding that the project location is accessible to our standard geotechnical equipment however; it is located in a secure portion of the airport. Tierra personnel can attend the training to be able to provide escort services for our own personnel. The amount budgeted assumes 8 hours for two Tierra associates (4 hours each) and has been included as an optional fee. If Tierra employees do not receive the security training then escorts will need to be provided.

### **Scope of Services**

The objective of our study will be to obtain information concerning pavement and subsurface conditions at the site in order to base engineering estimates and recommendations in each of the following areas:



1. Pavement section identification, exploration of subgrade conditions and recommendations for subgrade modulus, k values, for the project.
2. General location and description of potentially deleterious materials discovered in the borings including existing fills or surficial organics.
3. Identification of groundwater levels.

In order to meet the preceding objectives, we propose to provide the following services would be completed:

1. Review readily available published soils and topographic information. This published information will be obtained from the appropriate Florida Quadrangle Map published by the United States Geological Survey (USGS), as well as the Soil Survey of Pinellas County, Florida, published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS). Additional information from existing as built plans can be reviewed if provided to Tierra.
2. Perform utility locations utilizing geophysical (Ground Penetrating Radar) equipment.
3. Execute a program of subsurface exploration consisting of concrete and asphalt pavement cores, test borings, subsurface sampling and field testing as follows:
  - a. Based on the information provided by AVCON, we plan to perform up to ten (10) concrete and asphalt pavement cores. At five of the pavement core locations a Standard Penetration Test (SPT) boring will be performed to a depth of 10 feet below the top of the pavement to identify the base and subgrade thickness, if apparent and to identify subsurface soils for the determination of "design" subgrade modulus values.
  - b. Perform five (5) SPT borings to a depth of 20 feet below grade at the locations of the proposed high mast lights.
4. Visually classify the soil samples in the laboratory using the Unified Soil Classification System (USCS). Identify soil conditions at each boring location and perform laboratory testing. The pavement cores will be visually classified and saved for review by the design team.
5. Collect groundwater level measurements.

6. Prepare a formal engineering report in accordance with the request for proposal (RFP) provided and the scope of services herein that summarizes the course of study pursued, the field data generated, subsurface conditions encountered and our engineering recommendations in each of the pertinent topic areas.

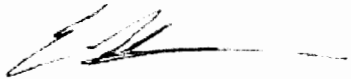
### **Service Fee**

It is proposed that the fee for the performance of the above-outlined services be determined on a unit price basis, in accordance with our attached Schedule of Services and Fees and General Conditions. A copy of our Schedule of Services and Fees is enclosed herewith. On the basis of the estimated quantities and the Schedule of Services and Fees, it is estimated the fees to perform the geotechnical study will be \$9,929.70 with an optional fee in the amount of \$400.00 for security badging should these services be required. The total fee with the optional badging services is \$10,329.70.

We appreciate the opportunity to offer our services to you. We look forward to working with you during the design phase. If this proposal is acceptable, please sign below as notice to proceed and return one (1) copy of this proposal intact to our office. Should you have any questions in regard to this proposal, please do not hesitate to contact this office.

Respectfully Submitted,

**TIERRA, INC.**



Erick M. Frederick, P.E.  
Senior Geotechnical Engineer

Attachment: Schedule of Services and Fees  
Tierra General Conditions  
Proposed Boring/Coring Location Exhibits Provided by AVCON

|                                                                                                                                                                              |                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| <b>AUTHORIZED BY:</b>                                                                                                                                                        | <b>INVOICE TO:</b>                            |
| <b>Name:</b>                                                                                                                                                                 | <b>Company:</b>                               |
| <b>Title:</b>                                                                                                                                                                | <b>Name:</b>                                  |
| <b>Signature:</b>                                                                                                                                                            | <b>Address:</b>                               |
| <b>Date:</b>                                                                                                                                                                 | <b>Phone:</b><br><b>Fax:</b><br><b>Email:</b> |
| <b>Please Select Below:</b><br><input type="checkbox"/> <b>Geotechnical Services</b><br><input type="checkbox"/> <b>Geotechnical Services with Optional Badging Services</b> |                                               |

|                                                                                                  | Unit    | # of Units | Unit Price |          | Total            |
|--------------------------------------------------------------------------------------------------|---------|------------|------------|----------|------------------|
| <b>I. FIELD INVESTIGATION</b>                                                                    |         |            |            |          |                  |
| Mobilization of Men and Equipment                                                                |         |            |            |          |                  |
| Truck-Mounted Equipment                                                                          | Trip    | 1          | \$         | 315.00   | \$ 315.00        |
| Support Vehicle                                                                                  | Trip    | 2          | \$         | 141.00   | \$ 282.00        |
|                                                                                                  |         |            |            |          |                  |
| Standard Penetration Test Borings<br>(By Truck-Mounted Equipment)                                |         |            |            |          |                  |
| Land: 0 - 50 ft depth                                                                            | L.F.    | 150        | \$         | 11.50    | \$ 1,725.00      |
|                                                                                                  |         |            |            |          |                  |
| Grout-Seal Boreholes<br>(By Truck-Mounted Equipment)                                             |         |            |            |          |                  |
| Land: 0 - 50 ft depth                                                                            | L.F.    | 150        | \$         | 4.70     | \$ 705.00        |
|                                                                                                  |         |            |            |          |                  |
| Auger Borings                                                                                    | L.F.    | 15         | \$         | 9.25     | \$ 138.75        |
|                                                                                                  |         |            |            |          |                  |
| Pavement Cores, Concrete/Asphalt                                                                 | Each    | 10         | \$         | 110.00   | \$ 1,100.00      |
|                                                                                                  |         |            |            |          |                  |
| Dynamic Cone Penetration Testing                                                                 | L.F.    | 0          | \$         | 12.00    | \$ 0.00          |
|                                                                                                  |         |            |            |          |                  |
| Patch of Core locations                                                                          | Each    | 10         | \$         | 30.00    | \$ 300.00        |
|                                                                                                  |         |            |            |          |                  |
| <b>II. LABORATORY TESTING</b>                                                                    |         |            |            |          |                  |
|                                                                                                  |         |            |            |          |                  |
| Visual Examination/Stratify<br>1 set = 5 feet                                                    | Per Set | 31         | \$         | 3.65     | \$ 113.15        |
|                                                                                                  |         |            |            |          |                  |
| Natural Moisture Content Tests                                                                   | Test    | 7          | \$         | 7.70     | \$ 53.90         |
|                                                                                                  |         |            |            |          |                  |
| Grain-Size Analysis - Single Sieve                                                               | Test    | 15         | \$         | 38.20    | \$ 573.00        |
|                                                                                                  |         |            |            |          |                  |
| Organic Content Tests                                                                            | Test    | 3          | \$         | 38.30    | \$ 114.90        |
|                                                                                                  |         |            |            |          |                  |
| Atterberg Limit Tests                                                                            | Test    | 4          | \$         | 89.75    | \$ 359.00        |
|                                                                                                  |         |            |            |          |                  |
| CBR Test                                                                                         | Test    | 0          | \$         | 380.00   | \$ 0.00          |
|                                                                                                  |         |            |            |          |                  |
| <b>III. FIELD ENGINEERING AND TECHNICAL SERVICES</b>                                             |         |            |            |          |                  |
|                                                                                                  |         |            |            |          |                  |
| Site Recon./Utility Coordination/Traffic Control<br>Sr. Engineering Technician                   | Hour    | 6          | \$         | 65.00    | \$ 390.00        |
|                                                                                                  |         |            |            |          |                  |
| Engineering Technician                                                                           | Hour    | 6          | \$         | 55.00    | \$ 330.00        |
|                                                                                                  |         |            |            |          |                  |
| <b>IIIA. ENGINEERING AND TECHNICAL SERVICES</b>                                                  |         |            |            |          |                  |
|                                                                                                  |         |            |            |          |                  |
| Project Manager                                                                                  | Hour    | 2          | \$         | 140.00   | \$ 280.00        |
|                                                                                                  |         |            |            |          |                  |
| Project Engineer                                                                                 | Hour    | 10         | \$         | 90.00    | \$ 900.00        |
|                                                                                                  |         |            |            |          |                  |
| Engineering Intern                                                                               | Hour    | 16         | \$         | 85.00    | \$ 1,360.00      |
|                                                                                                  |         |            |            |          |                  |
| Computer Technician                                                                              | Hour    | 3          | \$         | 80.00    | \$ 240.00        |
|                                                                                                  |         |            |            |          |                  |
| Secretary/Clerical                                                                               | Hour    | 1          | \$         | 50.00    | \$ 50.00         |
|                                                                                                  |         |            |            |          |                  |
| <b>IV. GEOPHYSICAL SERVICES</b>                                                                  |         |            |            |          |                  |
|                                                                                                  |         |            |            |          |                  |
| Ground Penetrating Radar for<br>Utility Locates                                                  | Day     | 0.5        | \$         | 1,200.00 | \$ 600.00        |
|                                                                                                  |         |            |            |          |                  |
| <b>V. OPTIONAL SERVICES</b>                                                                      |         |            |            |          |                  |
|                                                                                                  |         |            |            |          |                  |
| Meetings/Classes for Security Clearance<br>Includes 2 people assuming four hours<br>each person. | Hour    | 8          | \$         | 50.00    | \$ 400.00        |
| <b>TOTAL \$</b>                                                                                  |         |            |            |          | <b>10,329.70</b> |

## **TIERRA'S GENERAL CONDITIONS**

**1. SCOPE OF WORK:** Work means the specific geotechnical, analytical, testing or other service to be performed by Tierra as set forth in Tierra's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by Tierra. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Tierra's work. Tierra shall have no duty or obligation to any third party greater than that set forth in Tierra's proposal, Client's acceptance of Tierra's proposal and these General Conditions. The ordering of work from Tierra, or the reliance on any of Tierra's work, shall represent acceptance of the terms of Tierra's proposal and these General Conditions, regardless of the terms of any subsequently issued document.

**2. RIGHT-OF-ENTRY** - The client will provide right-of-entry for Tierra and all necessary equipment in order to complete the work. While Tierra will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement.

**3. DAMAGE TO EXISTING MAN-MADE OBJECTS** - The Client, will provide the location of all underground utilities or obstructions to Tierra who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold Tierra harmless for any damages to subterranean structures which are not called to Tierra's attention and correctly shown on the plans furnished and will reimburse Tierra for any expenses in connection with any claims or suits including reasonable attorney fees at the trial and appellate levels.

**4. IN-PLACE MATERIALS TESTING** - Tierra will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.

**5. SAMPLE RETENTION** - Tierra will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.

**6. DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES)** - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.

**6.1** The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that Tierra will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.

**7. STANDARD OF CARE** - Service performed by Tierra under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

**7.1** Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by Tierra and that the data, interpretations and recommendations of Tierra are based solely on the information available to it. Tierra shall not be responsible for the interpretation by others of information developed.

**8. ORAL AGREEMENTS** - No oral agreement, guarantee, promise, representation or warranty shall be binding.

**9. OWNERSHIP OF DOCUMENTS** - All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by Tierra, as instruments of service, shall remain the property of Tierra until final payment is received and a letter of copyright transfer been executed.

**10. BASIS OF PAYMENT** - Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.

**10.1** If the Client fails to make any payment due to Tierra for service and/or expenses within 60 days of date of invoice, Tierra may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to Tierra in full. Further, Tierra may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, Tierra shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.

**10.2** In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse Tierra for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.

**10.3** This contract shall be governed by the laws of the State of Florida.

**11.0 CONSTRUCTION REVIEW** - Tierra cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with Tierra's conclusions and recommendations.

**12.0 INDEMNIFICATION** - Tierra agrees to hold harmless and indemnify Client from and against liability arising out of Tierra's negligent performance of the work. Client agrees to indemnify and hold Tierra harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which Tierra was not solely negligent.

**13.0 LIMITATION OF LIABILITY** - The Client/Owner agrees to limit Tierra's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of Tierra shall not exceed \$50,000 or the total fee for the services rendered on this project; whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from Tierra's negligent professional acts, errors or omissions.

**13.1** If Client prefers to have higher limits on professional liability, Tierra agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

**14.0 INSURANCE** - Tierra represents and warrants that it and its agents, staff and consultants employed by it are protected by Worker's Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. Tierra has such coverage under public liability and property damage insurance policies that Tierra deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.

**14.1** Within the limits and conditions of such insurance, Tierra agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by Tierra, its agents, staff and consultants employed by it. Tierra shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. Tierra shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.

**14.2** Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, Tierra will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

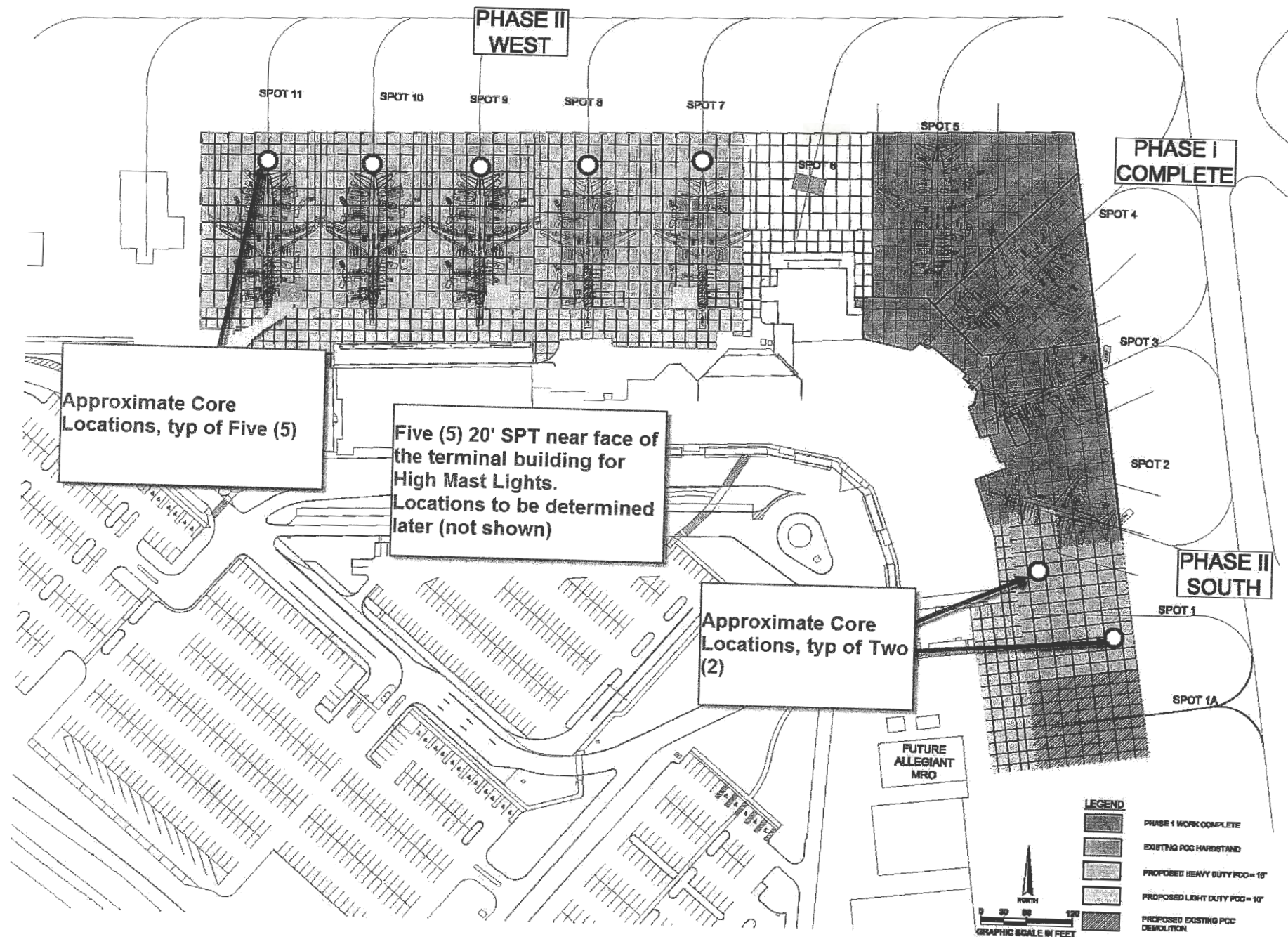
**15.0 TERMINATION** - This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Tierra shall be paid for services performed to the termination notice date plus reasonable termination expenses.

**15.1** In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, Tierra may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for Tierra in completing such analyses, records and reports.

**16.0 CLIENT'S OBLIGATION TO NOTIFY TIERRA** - Client represents and warrants that it has advised Tierra of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which Tierra is to do work hereunder, and unless Tierra has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save Tierra harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Tierra's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Tierra by Client.

**17.0 HAZARDOUS MATERIALS** - This agreement shall not be interpreted as requiring Tierra to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.











## **Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors**

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## 1. REQUIRED CONTRACT PROVISIONS.

Federal laws and regulations require that specific contract provisions be included in certain contracts, requests for proposals, or invitations to bid **whether or not** the contracts are federally-funded. This requirement is established within the grant assurances. Other contract provisions are required to be in federally-funded contracts, including all subcontracts. For purposes of determining requirements for contract provisions, the term **contract** includes subcontracts.

The type and magnitude of a project determines whether a provision is required. Some Federal provisions have dollar thresholds that define when they are applicable. The majority of the Federal provisions may be incorporated within the contract itself. However, certain Federal notices are required to be identified within the Notice-to-Bidders.

### 1.1. GENERAL REQUIREMENT FOR CONTRACTS.

In general, the sponsor must:

- 1) Physically incorporate these contract provisions (not simply by reference) in each contract funded under AIP;
- 2) Require the contractor (including all subcontractors) to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
- 3) Require the contractor (or subcontractor) to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 4) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
- 5) Not modify the provisions. Minor additions covering state or sponsor requirements may be included in a separate supplemental specification, provided they do not conflict with federal laws and regulations and do not change the intent of the required contract provision.

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

### 1.2. GENERAL REQUIREMENT FOR REQUESTS FOR BIDS (ADVERTISEMENT) AND NOTICE TO BIDDERS

In general, the sponsor may incorporate certain provisions *by reference* in the Request for Bids (the Advertisement) rather than including the entire text of the provision in the Request or Notice. The provisions that can be incorporated by reference in the Request or Notice are:

- 1) Buy American Preference

- 2) Foreign Trade Restriction
- 3) Davis Bacon
- 4) Affirmative Action
- 5) Governmentwide Debarment and Suspension
- 6) Governmentwide Requirements for Drug-free Workplace

### **1.3. GENERAL REQUIREMENTS FOR ALL CONTRACTS ENTERED INTO BY OBLIGATED SPONSORS.**

Where noted, the sponsor must include certain notifications in contracts or solicitations for proposals regardless of funding source.

### **1.4. FAILURE TO COMPLY WITH PROVISIONS.**

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

- 1) Withhold progress payments or final payment,
- 2) Terminate the contract,
- 3) Seek suspension/debarment, or
- 4) Any other action determined to be appropriate by the sponsor or the FAA.

### **1.5. REQUIRED CONTRACT PROVISIONS.**

The following list summarizes the contract provisions and to what types of contracts the provisions apply:

#### **All Contracts Regardless of Funding Source**

- a. Civil Rights – General

#### **Civil Rights – Title VI    All AIP Funded Contracts**

- a. Access to Records and Reports
- b. Affirmative Action Plan
- c. Buy American Preferences
- d. Civil Rights – General
- e. Civil Rights - Title VI
- f. Disadvantaged Business Enterprises
- g. Energy Conservation Requirements
- h. Federal Fair Labor Standards Act (Minimum Wage)
- i. Lobbying and Influencing Federal Employees
- j. Occupational Safety and Health Act
- k. Rights to Inventions

- l. Trade Restriction Clause
- m. Veteran's Preference

**Additional Provisions for AIP Funded Contracts that are \$2,000 and greater**

- a. Copeland Anti-Kickback
- b. Davis Bacon Requirements

**Additional Provisions for AIP Funded Contracts that are \$10,000 and greater**

- a. Affirmative Action
- b. Equal Employment Opportunity
- c. Nonsegregated Facilities
- d. Termination of Contract

**Additional Provisions for AIP Funded Contracts that are \$25,000 and greater**

- a. Debarment and Suspension

**Additional Provisions for AIP Funded Contracts that are \$100,000 and greater**

- a. Breach of Contract
- b. Clean Air and Water Pollution Controls
- c. Contract Work Hours and Safety Standards

## **2. ACCESS TO RECORDS AND REPORTS.**

(Reference: 2 CFR § 200.326, 2 CFR § 200.333)

### **2.1. APPLICABILITY.**

Applies to all AIP-funded projects and must be included in all contracts and subcontracts.

### **2.2. MANDATORY CONTRACT LANGUAGE.**

The mandatory language that must be used on AIP funded project contracts is as follows:

#### **ACCESS TO RECORDS AND REPORTS**

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

### **3. AFFIRMATIVE ACTION REQUIREMENT.**

(Reference: 41 CFR part 60-4, Executive Order 11246)

#### **3.1. APPLICABILITY.**

Incorporate in all AIP-funded construction contracts and subcontracts that exceed \$10,000. This notice must be placed within the solicitation for proposals. The goals for minority participation are dependent upon the Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA). Refer to Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EA and SMSA and their associated minority goals. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction contractors.

#### **3.2. MANDATORY CONTRACT LANGUAGE.**

##### **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION**

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

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

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

3. The contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is [insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any].

### **3.3. AFFIRMATIVE ACTION PLAN.**

The Department of Labor is responsible for administering the Executive Order 11246, which contains requirements for an Affirmative Action Plan. This Plan is similar in content and requirements to the affirmative action plan required in 49 CFR Part 152 subpart e. 49 CFR Part 152 applied to grants issued under the Airport Development Aid Program, which was replaced by the Airport Improvement Program.



#### **4. BREACH OF CONTRACT TERMS.**

(Reference 2 CFR § 200 Appendix II(A))

##### **4.1. APPLICABILITY.**

This provision is required in all contracts that exceed the simplified acquisition threshold. This threshold, fixed at 41 USC 403(11), is presently set at \$100,000.

##### **4.2. MANDATORY CONTRACT LANGUAGE.**

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 2 CFR § 200 Appendix II(A). This provision requires grantees to incorporate administrative, contractual or legal remedies in instances where contractors violate or breach contract terms.

#### **BREACH OF CONTRACT TERMS**

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

## **5. BUY AMERICAN PREFERENCE.**

**(Reference: 49 USC § 50101)**

### **5.1. APPLICABILITY.**

The sponsor must meet the Buy American preference requirements found in 49 USC § 50101 in all AIP-funded projects. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The Buy American preference also applies to professional service agreements if the agreement includes any manufactured product as a deliverable.

### **5.2. REQUIREMENTS.**

The Buy-American preference requirements established within 49 USC § 50101 require that all steel and manufactured goods used on AIP projects must be produced in the United States. It also gives the FAA the ability to issue a waiver to the sponsor to use other materials on the AIP funded project. The FAA requires that these waivers be requested in advance of use of the materials on the AIP funded project. The sponsor may request that the FAA issue a waiver from the Buy American preference requirements if the FAA finds that:

- 1) applying the provision is not in the public interest;
- 2) the steel or manufactured goods are not available in sufficient quantity or quality in the United States;
- 3) the cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) is considered the equipment in this case. For construction of a facility, the application of this subsection is determined after bid opening; or
- 4) applying this provision would increase the cost of the overall project by more than 25 percent.

### **5.3. NATIONAL BUY AMERICAN WAIVERS WEBSITE.**

The FAA Office of Airports maintains a list of equipment that has received waivers from the Buy American preference requirements on the [http://www.faa.gov/airports/aip/buy\\_american/](http://www.faa.gov/airports/aip/buy_american/) website. Products listed on the Nationwide Buy American Waivers Issued list do not require a project specific Buy American preference requirement waiver from the FAA.

### **5.4. MANDATORY CONTRACT LANGUAGE.**

The mandatory language that must be used on AIP funded project contracts is as follows:

## **BUY AMERICAN CERTIFICATION**

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

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

### **Type of Certification is based on Type of Project:**

There are two types of Buy American certifications.

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

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### **Certificate of Buy American Compliance for Total Facility**

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
  - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
  3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
  4. To furnish US domestic product for any waiver request that the FAA rejects.
  5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **Required Documentation**

**Type 3 Waiver** - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

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Date

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Signature

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Company Name

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Title

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### **Certificate of Buy American Compliance for Manufactured Products**

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
  - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

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Date

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Signature

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Company Name

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Title

## **6. CIVIL RIGHTS - GENERAL.**

(Reference: 49 USC § 47123)

### **6.1. APPLICABILITY.**

The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all AIP-funded projects. This provision is in addition to the Civil Rights – Title VI provisions.

### **6.2. MANDATORY CONTRACT LANGUAGE.**

The mandatory language that must be used on AIP funded project contracts is as follows:

#### **GENERAL CIVIL RIGHTS PROVISIONS**

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

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

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

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

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

## 7. CIVIL RIGHTS – TITLE VI ASSURANCES.

Appropriate clauses from the Standard DOT Title VI Assurances must be included in all contracts and solicitations. The clauses are as follows:

- 1) Title VI Solicitation Notice
- 2) Title VI Clauses for Compliance with Nondiscrimination Requirements.
- 3) Title VI Required Clause for Land Interests Transferred from the United States
- 4) Title VI Required Clause for Real Property Acquired Or Improved by the sponsor subject to the nondiscrimination Acts and Regulations.
- 5) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program
- 6) Title VI List Of Pertinent Nondiscrimination Statutes And Authorities

### 7.1. APPLICABILITY.

The sponsor must insert the **Title VI Solicitation Notice** in:

- 1) All solicitations for bids, requests for proposals work, or material subject to the nondiscrimination acts and regulations made in connection with Airport Improvement Program grants; and
- 2) All proposals for negotiated agreements regardless of funding source

The Sponsor must insert the **Title VI required contract clause** and the **Title VI list of Pertinent Nondiscrimination Statutes and Authorities** in every contract or agreement, unless the sponsor has determined and the FAA has agreed, that the contract or agreement is not subject to the nondiscrimination Acts and the Regulations.

The sponsor must insert the clauses of **Title VI Clauses for Deeds Transferring United States Property**, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

The sponsor must include the **Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, Or Program**, the **Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**, and the **Title VI List of Pertinent Nondiscrimination Authorities**, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties:

- 1) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- 2) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.



## **7.2. MANDATORY CONTRACT LANGUAGE.**

### **7.2.1. Title VI Solicitation Notice**

(Source: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

#### **Title VI Solicitation Notice:**

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### **7.2.2. Title VI Clauses for Compliance with Nondiscrimination Requirements**

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

#### **Compliance with Nondiscrimination Requirements**

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **7.2.3. Title VI Clauses for Deeds Transferring United States Property**

(Source: Appendix B of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

#### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

**NOW, THEREFORE,** the Federal Aviation Administration as authorized by law and upon the condition that the (**Title of Sponsor**) will accept title to the lands and maintain the project constructed thereon in accordance with (**Name of Appropriate Legislative Authority**), for the (**Airport Improvement Program or**

**other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **(Title of Sponsor)** all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in **(Exhibit A attached hereto or other exhibit describing the transferred property)** and made a part hereof.

#### **(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto **(Title of Sponsor)** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **(Title of Sponsor)**, its successors and assigns.

The **(Title of Sponsor)**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the **(Title of Sponsor)** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

#### **7.2.4. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program**

(Source: Appendix C of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

## **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the (**Title of Sponsor**) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (**Title of Sponsor**) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (**Title of Sponsor**) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (**Title of Sponsor**) and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

### **7.2.5. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**

(Source: Appendix D of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

## **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **(Title of Sponsor)** pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, **(Title of Sponsor)** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, **(Title of Sponsor)** will there upon revert to and vest in and become the absolute property of **(Title of Sponsor)** and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

### **7.2.6. Title VI List of Pertinent Nondiscrimination Authorities**

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

## **8. CLEAN AIR AND WATER POLLUTION CONTROL.**

(Reference: 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G))

### **8.1. APPLICABILITY.**

Incorporate in all professional service agreements, construction contracts and subcontracts that exceed \$100,000. (Note that the 2 CFR 200 will raise this level to \$150,000)

### **8.2. MANDATORY CONTRACT LANGUAGE.**

#### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

## **9. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.**

**(Reference: 2 CFR § 200 Appendix II (E))**

### **9.1. APPLICABILITY.**

Incorporate in all professional service agreements, construction contracts and subcontracts that exceed \$100,000.

### **9.2. MANDATORY CONTRACT LANGUAGE.**

#### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

##### **1. Overtime Requirements.**

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

##### **2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

##### **3. Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.



#### 4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

## **10. COPELAND “ANTI-KICKBACK” ACT**

(Reference: 2 CFR § 200 Appendix II(D), 29 CFR parts 3 & 5)

### **10.1. APPLICABILITY.**

Incorporate into all construction contracts and subcontracts that exceed \$2,000 and are financed under the AIP program.

### **10.2. MANDATORY CONTRACT LANGUAGE.**

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

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

## **11. DAVIS-BACON REQUIREMENTS.**

(Reference: 2 CFR § 200 Appendix II(D))

### **11.1. APPLICABILITY.**

Incorporate into all construction contracts and subcontracts that exceed \$2,000 and are financed under the AIP program.

### **11.2. MANDATORY CONTRACT LANGUAGE.**

The mandatory language is as follows:

#### **DAVIS-BACON REQUIREMENTS**

##### **1. Minimum Wages**

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an

additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2 Withholding.

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

## 3. Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* , the last four digits of the employee's social security number). The required weekly

payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to

submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on

the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

#### 5. Compliance With Copeland Act Requirements.

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

#### 6. Subcontracts.

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

#### 7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.



#### 8. Compliance With Davis-Bacon and Related Act Requirements.

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

#### 9. Disputes Concerning Labor Standards.

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

#### 10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **12. DEBARMENT AND SUSPENSION (NON-PROCUREMENT).**

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

### **12.1. APPLICABILITY.**

The contract agreement that ultimately results from this solicitation is a “covered transaction” as defined by Title 2 CFR Part 180. Bidder must certify at the time they submit their proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The bidder with the successful bid further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”.

Incorporate in all contracts and subcontracts that exceed \$25,000.

### **12.2. MANDATORY CONTRACT LANGUAGE.**

#### **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)**

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

#### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)**

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

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

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

### **13. DISADVANTAGED BUSINESS ENTERPRISE.**

(Reference: 49 CFR part 26)

#### **13.1. APPLICABILITY.**

The Disadvantaged Business Enterprise requirements found in 49 CFR part 26, apply to all AIP-funded projects and must be included in all contracts and subcontracts. This includes both project with contract goals and project relying on race/gender neutral means.

#### **13.2. MANDATORY CONTRACT LANGUAGE.**

The mandatory language that must be used on AIP funded project contracts is as follows. Other than to insert appropriate Sponsor information into the noted spaces, the Sponsor must not modify these contract clauses:

#### **DISADVANTAGED BUSINESS ENTERPRISES**

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

**Prompt Payment (§26.29)**- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

#### **14. ENERGY CONSERVATION REQUIREMENTS.**

(Reference 2 CFR § 200 Appendix II(H))

##### **14.1. APPLICABILITY.**

The Energy Conservation Requirements found in 2 CFR § 200 Appendix II(H), apply to all AIP-funded construction and equipment projects and must be included in all contracts and subcontracts.

##### **14.2. MANDATORY CONTRACT LANGUAGE.**

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 2 CFR § 200 Appendix II(H):

#### **ENERGY CONSERVATION REQUIREMENTS**

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

## **15. EQUAL OPPORTUNITY CLAUSE AND SPECIFICATIONS.**

(Reference 41 CFR § 60-1.4, Executive Order 11246)

### **15.1. APPLICABILITY.**

Incorporate contract language and specifications into all construction contracts and subcontracts that exceed \$10,000 and are financed under the AIP program.

### **15.2. MANDATORY CONTRACT LANGUAGE.**

41 CFR § 60-1.4 provides the mandatory contract language, but allows such necessary changes in language to be made to identify properly the parties and their undertakings. 41 CFR § 60-4.3 provides the mandatory specifications.

### **EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

### **1. As used in these specifications:**

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion

of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management



personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment

opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

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

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

## **16. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

(Reference: 29 USC § 201, et seq.)

### **16.1. APPLICABILITY.**

The federal minimum wage provisions are contained in the Fair Labor Standards Act (FLSA) which is administered by the United States Department of Labor Wage and Hour Division. All contracts and subcontracts must meet comply with the FLSA, including the recordkeeping standards of the Act.

### **16.2. MANDATORY CONTRACT LANGUAGE.**

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

| <b>Requirement</b>                            | <b>Federal Agency with Enforcement Responsibilities</b> |
|-----------------------------------------------|---------------------------------------------------------|
| Federal Fair Labor Standards Act (29 USC 201) | U.S. Department of Labor – Wage and Hour Division       |

## **17. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.**

**(Reference: 49 CFR part 20, Appendix A)**

### **17.1. APPLICABILITY.**

The Lobbying and Influencing Federal Employees prohibition found in 49 CFR part 20, Appendix A, applies to all AIP-funded projects and must be included in all contracts and subcontracts.

### **17.2. MANDATORY CONTRACT LANGUAGE.**

The mandatory language that must be used on AIP funded project contracts is as follows:

#### **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

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

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

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

## **18. NONSEGREGATED FACILITIES REQUIREMENT.**

(Reference: 41 CFR § 60-1.8)

### **18.1. APPLICABILITY.**

Incorporate in all construction contracts and subcontracts that exceed \$10,000. The notices must be placed within the solicitation for proposals. The actual certification must be incorporated in the contract agreement.

### **18.2. MANDATORY CONTRACT LANGUAGE AND NOTICE.**

#### **NOTICE OF NONSEGREGATED FACILITIES REQUIREMENT**

##### **Notice to Prospective Federally Assisted Construction Contractors**

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

##### **Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities**

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

#### **CERTIFICATION OF NONSEGREGATED FACILITIES**

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

are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

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

## 19. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Reference 20 CFR part 1910)

### 19.1. APPLICABILITY.

The United States Department of Labor Occupational Safety & Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from the Occupational Safety and Health Act of 1970. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

### 19.2. MANDATORY CONTRACT LANGUAGE.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

| Requirement                                                   | Federal Agency with Enforcement Responsibilities                         |
|---------------------------------------------------------------|--------------------------------------------------------------------------|
| Occupational Safety and Health Act of 1970 (20 CFR Part 1910) | U.S. Department of Labor – Occupational Safety and Health Administration |



## **20. RIGHT TO INVENTIONS.**

(Reference 2 CFR § 200 Appendix II(F))

### **20.1. APPLICABILITY.**

The requirement for rights to inventions and materials found in 2 CFR § 200 Appendix II(F) applies to all AIP-funded projects and must be included in all contracts and subcontracts.

### **20.2. MANDATORY CONTRACT LANGUAGE.**

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 2 CFR § 200 Appendix II(F).

#### **RIGHTS TO INVENTIONS**

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

## **21. TERMINATION OF CONTRACT.**

(Reference 2 CFR § 200 Appendix II(B))

### **21.1. APPLICABILITY.**

Incorporate in all contracts and subcontracts that exceed \$10,000.

### **21.2. MANDATORY CONTRACT LANGUAGE.**

#### **TERMINATION OF CONTRACT**

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

## **22. TRADE RESTRICTION**

(Reference: 49 CFR part 30)

### **22.1. APPLICABILITY.**

The trade restriction clause applies to all AIP-funded projects and must be included in all contracts and subcontracts.

### **22.2. MANDATORY CONTRACT LANGUAGE.**

The mandatory language is as follows:

#### **TRADE RESTRICTION CLAUSE**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, 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;
- 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 contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

## **23. TEXTING WHEN DRIVING**

(References: Executive Order 13513, and DOT Order 3902.10)

### **23.1. APPLICABILITY.**

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

### **23.2. MANDATORY CONTRACT LANGUAGE.**

By adopting the Applicability Language, the following contract language will meet the intent and requirement for Texting When Driving:

#### **TEXTING WHEN DRIVING**

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

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

## **24. VETERAN'S PREFERENCE**

(Reference: 49 USC § 47112(c))

### **24.1. APPLICABILITY.**

The Veteran's preference clause found in 49 USC § 47112(c) applies to all AIP-funded projects and must be included in all contracts and subcontracts that involve labor

### **24.2. MANDATORY CONTRACT LANGUAGE.**

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 49 USC § 47112(c) is as follows:

#### **VETERAN'S PREFERENCE**

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

**PINELLAS COUNTY CAPITAL IMPROVEMENT PROJECT (CIP)  
PROJECT FINANCIAL OVERVIEW**

(Check one)

1. Design Phase: ☒

3. Construction Phase ☐

2. Board Date: \_\_\_\_\_

4. Title: Terminal Ramp Rehabilitation - Terminal Apron Hardstand II (Project 000029A)

5. Anticipated Scope and Description: Design and Engineering Consultant Services for Terminal Apron Hardstand II

6. YEAR OF CONSTRUCTION START: FY 2015

| Current Approved Budget for FY 15: \$ 600,000 |                                |                                         |                                      |
|-----------------------------------------------|--------------------------------|-----------------------------------------|--------------------------------------|
|                                               | 1                              | 2                                       | 3                                    |
| 7. PROJECT BUDGET:                            | Authorization Amount Requested | Estimated Project Expenditures in FY 15 | Total Estimated Project Expenditures |
| Professional Services (Design)                | (1) \$ 456,000                 | 456,000                                 | 456,000                              |
| Construction:                                 | -                              | 281,250                                 | 5,625,000                            |
| Construction Administration                   | -                              | 3,000                                   | \$ 60,000                            |
| Construction Management                       | -                              | 8,000                                   | \$ 160,000                           |
| Other:                                        |                                |                                         |                                      |
| <b>TOTALS</b>                                 | (1) \$ 456,000                 | (2) \$ 748,250                          | (3) \$ 6,301,000                     |

**8. FINANCIAL RESOURCES:**

|                                                    |                  |
|----------------------------------------------------|------------------|
| Federal Aviation Administration Grants:            | 5,393,700        |
| State of Florida DOT Grants:                       | 180,000          |
| Passenger Facility Charges:                        | 419,300          |
| Airport Reserves:                                  | 308,000          |
| Reimbursements:                                    | 0                |
| Other Revenue Sources:                             | 0                |
| <b>TOTAL FINANCIAL RESOURCES (numbers rounded)</b> | (3) \$ 6,301,000 |

**9. Project's First Full Year Estimated Operating Budget Fiscal Impact:**

|                                                                         |       |
|-------------------------------------------------------------------------|-------|
| Fiscal Year:                                                            | FY 17 |
| New Positions:                                                          | NONE  |
| Number:                                                                 | N.A.  |
| Type:                                                                   | N.A.  |
| <b>Total Est. Fiscal Impact (Personal Services, Operating Expenses)</b> | \$ -  |

(1) Cost highlighted in column one (design) is the only item being requested for approval at this time.

(2) Amount represents total estimated project expenditures in FY15 (construction and construction administration)

(3) Amount represents the current total multi - year project cost estimates and anticipated resources.

Prepared By Airport, October 2014

Revised Form 3/4/09