

CONTRACT FOR DESIGN PROFESSIONAL SERVICES
FOR PROJECT NO. 6700 20

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

AVCON, INC.

DATED OCTOBER 3, 2019

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CONTRACT FOR DESIGN PROFESSIONAL SERVICES

This Contract for Design Professional Services is made and entered into this 3rd day of October, 2019 by and between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, hereinafter referred to as the "Owner", and AVCON, Inc., a Florida Corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Design Professional". The Owner and the Design Professional hereby agree as follows:

ARTICLE 1 - PROJECT

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

Provide design professional services in accordance with Section 287.055, Florida Statutes, in connection with the Runway 5-23 & Taxiway E Rehabilitation at Tampa Executive Airport.

ARTICLE 2 - CONTRACT ADMINISTRATION

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

ARTICLE 3 - SERVICES BY THE DESIGN PROFESSIONAL

3.1 The services that the Design Professional will provide to the Owner under this Contract will be as follows, and in general accordance with the Owner's Request for Qualifications dated April 3, 2019, entitled "Request for Qualifications for Runway 5-23 & Taxiway E Rehabilitation at Tampa Executive Airport, Tampa, Florida", the Design Professional's response to the Owner's Request for Qualifications dated May 15, 2019, entitled "STATEMENT OF QUALIFICATIONS Runway 5-23 & Taxiway E Rehabilitation at Tampa Executive Airport Project No. 6700 20 Solicitation No. 19-411-020", which are both incorporated herein by reference, and the Design Professional's Fee and Scope Proposal dated September 11, 2019, entitled "SCOPE OF SERVICES FOR Professional Engineering Services For Runway 5-23 Rehabilitation HCAA Project Number: 6700 20 Tampa Executive Airport (VDF) and SCOPE OF SERVICES FOR Professional Engineering Services For Taxiway E Rehabilitation HCAA Project Number: 6700 20 Tampa Executive Airport (VDF)" which is attached hereto as Attachment 1 and incorporated herein by reference. In the event of any conflicts between this Contract and any other documents, the precedence in resolving such conflicts will be as follows:

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

3.2 Design Professional designates Craig Sucich, PE, whose business address is 8270 Woodland Center Boulevard, Suite 162, Tampa, FL, 33614, and who is a qualified licensed professional, to serve as the project manager. The project manager will be authorized and responsible to act on behalf of the Design Professional with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Contract. Design Professional designates Sandeep Singh, PE, whose title is President, whose business address is 5555 E Michigan Street, Suite 200, Orlando, FL, 32822, to have full authority to bind and obligate the Design Professional on all matters arising out of or relating to this Contract. The Design Professional agrees that the project manager will devote whatever time is required to satisfactorily manage the services to be provided and performed by the Design Professional hereunder. Any replacement of the project manager will be subject to the prior approval and acceptance of the Owner.

3.3 Not Used.

3.4 Not Used.

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

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

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

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

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

the Project.

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

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

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

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

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

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

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

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

ARTICLE 4 - TIME

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

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

ARTICLE 5 - PAYMENTS TO THE DESIGN PROFESSIONAL

5.1 The amount for the performance of basic services and reimbursable expenses required under this Contract, will be in a not-to-exceed amount of One Million Two Hundred Fifty Thousand and No One Hundredths Dollars (\$1,250,000.00), which includes all fees for subconsultants.

5.2 Not Used.

5.3 Not Used.

5.4 Invoiced amounts will be based on the Design Professional's and team member's most recent audited overhead rate or agreed upon overhead rate, personnel direct labor rates, negotiated profit and actual time billed to the Project as substantiated by backup acceptable to the Owner and supported by monthly progress reports:

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

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

- 5.4.2 All subconsultant agreements must be submitted at time of billing. Subconsultant agreements must include a provision providing the Owner the same rights to audit at the subconsultant level in all of its subconsultant agreements executed to effect project completion.
- 5.4.3 An employee basic services spreadsheet based on the Fee and Scope Proposal in Excel format listing the employee's name, employee's classification and employee's raw rate must be submitted before the professional service invoice submittal. If there are changes such as new employees, new classification or new raw rate, then a labor change indicator must be completed on an updated basic services spreadsheet. Any changes to an employee basic services spreadsheet must have prior approval by the Owner. All basic service billings must be accompanied by a rate & hour verification sheet submitted within the submittal as well as in Microsoft Excel format.
- 5.4.4 Basic services invoices that are submitted with a professional service invoice that are older than 90 days before the submission date will not be reimbursed. Basic services performed before the work order effective date will not be reimbursed.
- 5.4.5 Timesheets are required as supporting backup for all basic services invoice amounts. Hours billed must be clearly identified.
- 5.4.6 Overtime on any basic services must be pre-approved by the Owner.
- 5.4.7 Basic services must be organized using standard separators to identify the basic services being billed.
- 5.4.8 Rebalancing between tasks or fees must be requested with the first overage billing, along with an explanation for the overage and confirmation that the total Contract amount will not be exceeded. Proposed supporting sheets are to be submitted at the request for rebalancing.
- 5.4.9 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final professional service invoice.
- 5.4.10 If deficiencies are found, a standard deficiency e-mail will be sent to the Design Professional to resolve within three business days. If the deficiency is not resolved within that time, the professional service invoice will be returned.

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

specified hereinafter, the Design Professional's direct and reimbursable expenses include only:

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

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

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

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

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

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

5.5.7 Expenses for parking at Tampa International Airport and transportation related to the Project including airplane travel and automobile; and, in the event overnight travel related to the Project is required, cost of meals and lodging. All travel expenses will be reimbursed in accordance with the Owner's Policy and Standard Procedure on travel and business development expenses, as both may be amended from time to time. Only travel expenses incurred in the performance of the Owner's business are reimbursable. The most efficient and economical means of transportation is required. All travel must be pre-approved by the Owner. Employee expense sheets are required as well as supporting original or legible copies of all receipts.

5.5.8 Materials for study models, film and processing expenses.

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

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

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

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

5.5.13 Mileage within the Tri-County Area (Hillsborough, Pinellas, Pasco) will not be reimbursed. Mileage is part of travel which must be pre-approved by the Owner.

5.5.14 Legible copies of receipts/invoices that have not been altered are required for reimbursement. Receipts/Invoices must be identified by employee and employer, and include justification of expense.

5.5.15 Equipment purchased for and paid by the Owner must be identified when invoiced so that an asset tag can be attached to that equipment. A detail listing in Excel format must be submitted with the invoice when equipment is purchased.

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

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

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

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

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

5.5.21 Rebalancing between tasks or fees must be requested with the first overage billing, along with an explanation for the overage and confirmation that the total Contract amount will not be exceeded. Proposed supporting sheets are to be submitted at the request for rebalancing.

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

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

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

5.7 One executed original sworn and notarized invoice for services, verified to the satisfaction of the Owner, will be rendered by the twenty-fifth of each month electronically to DesignInvoice@TampaAirport.com. The Design Professional will submit with each invoice one original of a detailed accounting of the value of work performed to date by certified Disadvantaged Business Enterprises (DBE). This accounting will include the names and addresses of DBEs that have participated, a description of the work each named DBE has performed, and the value of work performed by each named DBE. The Design Professional will also submit with each invoice a Rate & Hour Verification Sheet and a Reimbursement Tracking Form, both in Microsoft Excel format.

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

5.9 Any compensation paid pursuant to a not-to-exceed amount will constitute full payment for all costs including, but not limited to, employee benefits, overhead, general administrative costs, profit and all other unallocated expenses.

5.10 The Design Professional agrees to pay each subcontractor under this Contract for satisfactory performance of its agreement no later than 10 days from the receipt of each payment the Design Professional receives from the Owner. The Design Professional agrees further to release retainage payments to each subconsultant within 10 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written notice to the Owner. This clause applies to both D/W/MBE and non-D/W/MBE subconsultant.

5.11 With the exception of the month of September, all applications for payment will be submitted to the Authority by the twenty-fifth of each month. In the event that the twenty-fifth of the month falls on a Saturday or Sunday, applications for payment are due the next business day. Payment will be made by the third Friday of the month. Applications for payment submitted more than 20 days prior to the third Friday of the month will be rejected and returned. Due to the end of fiscal year financial closeout, September applications for payment will be submitted by September 19th, and in the event that the 19th falls on a Saturday or Sunday, applications for

payment are due the next business day and subsequent payments will be made the second Friday of October. Such applications for payment submitted more than 20 days prior to the second Friday of October will be rejected and returned.

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

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

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

6.2 In the event the Design Professional maintains its accounting or Project information in electronic format, upon request by the Owner's auditors, the Design Professional will provide a

download of its accounting or Project information in an electronic format allowing readership in Microsoft Office software.

6.3 The Owner has the right during the Engagement to interview the Design Professional's employees and subconsultants, make photocopies, and inspect any and all records at reasonable times. The right to initiate an Engagement will extend for six years after the completion date of any work order, or six years after the termination of this Contract, whichever occurs later.

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

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

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

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

ARTICLE 7 - OWNERSHIP OF DOCUMENTS

7.1 Design Professional acknowledges and agrees that all records, documents, drawings, notes, tracings, plans, specifications, maps, evaluations, reports and other technical data, models, renderings and electronic data (other than working papers), prepared, developed or furnished by Design Professional or the design professional(s) employed or retained by the Design Professional under this Contract (Project Documents) will be and remain the property of the Owner. Project Documents will be deemed to be works made for hire, and all right, title and interest in and to the Project Documents will be vested in Owner. Design Professional will take all actions necessary to secure for Owner all such right, title and interest. Design Professional warrants that all materials comprising the Project Documents are original with Design Professional and have not been copied or derived from any other material without the express written consent of the owner, proprietor and/or copyright holder of that other material, and are not subject to any other claim of copyright by any other person. Design Professional will obtain any and all licenses necessary for the production and preparation of the Project Documents including, without limitation, licenses for the use of any material subject to copyright by other parties. Design Professional will assign to Owner any and all rights, including any copyrights, in

the Project Documents that Design Professional or the design professional(s) employed or retained by the Design Professional on this Project may possess now or in the future, and Design Professional and its design professional(s) will claim no rights adverse to Owner in the Project Documents. Design Professional agrees to defend, indemnify and hold harmless the Owner and its Board members, officers, and employees from and against any liabilities, claims, costs or expenses as a result of any alleged infringement of third party rights in the documents described herein. If this clause is found to conflict in any way with Florida law, the clause will be considered modified by such law to the extent necessary to remedy the conflict. Any project as designed by Design Professional under this Contract may be reused or repeated by Owner at Owner's option or discretion at any time or times, including but not limited to, completion, addition, renovation, maintenance, reconstruction or remodeling of the project and construction of new projects. Design Professional hereby grants its consent to reuse of the Project Documents by Owner for any and all such purposes. The Design Professional will incorporate the terms of this Paragraph in all contracts with design professionals employed or retained by the Design Professional to perform services covered by this Contract.

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

7.3 CHAPTER 119, FLA. STATUTES REQUIREMENTS

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

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

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

- a. Keep and maintain public records required by the Owner in order to perform the services contemplated by this Contract.
- b. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract.
- d. Upon completion of this Contract, keep and maintain public records required by the Owner to perform the services. Design Professional shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of Owner.

ARTICLE 8 - INDEMNITY

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

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

by the Design Professional or the Design Professional's officers, employees, agents, volunteers, subcontractors, invitees, or any other person, directly or indirectly, whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claims caused in part by negligence, acts or omissions of the Owner, its members, officers, agents, employees, and volunteers.

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

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

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

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

8.4 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

8.5 In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Design Professional shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to,

reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Design Professional and persons employed or utilized by the Design Professional in the performance of this Contract. This indemnification in this paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

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

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

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

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

ARTICLE 9 - INSURANCE REQUIREMENTS

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

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

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

ARTICLE 10 - WAIVER OF CLAIMS

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

ARTICLE 11 - CLAIMS AND DISPUTES

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

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

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

11.4 Documents in support of the claim referred to in this Article may be subject to an independent Engagement by the Owner. In the event the Engagement supports the Design Professional's claim, the Owner will pay for the Engagement. In the event the Engagement does not support the Design Professional's claim, the Design Professional will pay for the Engagement.

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

ARTICLE 12 - ASSISTANCE IN LITIGATION

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

ARTICLE 13 - CONFLICT OF INTEREST

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

ARTICLE 14 - NOTICES AND ADDRESS OF RECORD

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

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

14.1.2 Hand-delivery: Hillsborough County Aviation Authority
Tampa International Airport
Third Level, Blue Side
Tampa, FL 33607
Attention: Chief Executive Officer

ARTICLE 15 - TERM OF CONTRACT

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

ARTICLE 16 - TERMINATION OF CONTRACT

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

16.2 In the event of termination not the fault of the Design Professional, the Design Professional

will be compensated for services performed to the termination date, together with reimbursable expenses then due and termination expenses. Termination expenses are expenses directly attributable to termination, including reasonable compensation for overhead and profit. Reasonable compensation for overhead and profit will be established pursuant to negotiation.

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

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

ARTICLE 17 - SUSPENSION OF WORK

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

ARTICLE 18 - SUCCESSORS AND ASSIGNS

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

18.2 Except as hereinafter provided, neither party to this Contract will assign or sublet this Contract, in whole or in part, without the written consent of the other, nor will the Design Professional assign any monies due, or to become due, hereunder without the previous written consent of the Owner. If the Design Professional attempts to make such assignment or sublet without such consent, the Design Professional will nevertheless remain legally responsible for all obligations under this Contract.

18.3 The Owner reserves the right to transfer its interests herein to any other governmental body authorized by law to operate the Airport.

ARTICLE 19 - TRUTH IN NEGOTIATIONS

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

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

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

ARTICLE 21 - RESTRICTED VENDOR LISTS

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

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

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

perform work under this Contract.

ARTICLE 22 - CONTRACT MADE IN FLORIDA

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

ARTICLE 23 - NON-DISCRIMINATION

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

23.1.1 Compliance with regulations. The Design Professional must comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

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

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

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

appropriate, and will set forth what efforts it has made to obtain the information.

23.1.5 Sanctions for non-compliance. In the event of the Design Professional's non-compliance with the non-discrimination provisions of this Contract, the Owner will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to the Design Professional under this Contract until the Design Professional complies, and/or cancellation, termination or suspension of the Contract, in whole or in part.

23.1.6 Incorporation of provisions. The Design Professional must include the provisions of sub-articles 23.1.1 through 23.1.7 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Design Professional must take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the Design Professional becomes involved in or is threatened by litigation with a subcontractor or supplier as a result of such direction, the Design Professional may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Design Professional may request the United States to enter into such litigation to protect the interests of the United States.

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

ARTICLE 24 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

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

24.1 Owner Policy: It is the policy of Owner that DBEs as defined in 49 CFR Part 26 will have a fair opportunity to participate in the performance of construction, architectural, engineering, and professional services contracts procured by Owner funded in whole or in part by the U.S. Department of Transportation. Design Professional will take all necessary and reasonable steps in accordance therewith to ensure that DBEs have a fair opportunity to compete for and perform subcontracts under this Contract.

24.2 Non-Discrimination: Design Professional and any subcontractor of Design Professional will

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

"Design Professional and subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Design Professional will carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by Design Professional or subcontractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Owner deems appropriate."

24.3 DBE Termination and Substitution: Design Professional is prohibited from terminating or altering or changing the scope of work of a DBE subcontractor except upon written approval of Owner in accordance with Owner's procedures relating to DBE terminations contained in the DBE Policy and Program. Failure to comply with the procedure relating to DBE terminations or changes during the Contract will be a material violation of the Contract and will invoke the sanctions for non-compliance specified in this Contract and the DBE Policy and Program.

24.4 DBE Goals. In compliance with the Owner's DBE policy, the Design Professional's minimum DBE commitment is established as the sum total of the verified Letter(s) of Intent submitted with their response. The goal stated below is the sum total of the certified DBE's listed in the Design Professional's Fee and Scope Proposal which is attached hereto as Attachment 1 and which will be enforceable under the terms of this Contract. The Design Professional will demonstrate that they will subcontract to certified DBEs certified by the Florida Unified Certification Program (FLUCP) at least 26.8% of the dollar amount of the design fees earned under this Contract, or clearly demonstrate in a manner acceptable to the Owner its good faith efforts to obtain certified DBE subcontractors.

24.5 Monitoring: Owner will monitor the ongoing good faith efforts of Design Professional in meeting the requirements of this Article. Owner will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Design Professional and the DBE participant, and other records pertaining to DBE participation, which Design Professional will maintain for a minimum of three years following the end of this Contract. Opportunities for DBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the DBE requirement is warranted. Without limiting the requirements of this Contract, Owner reserves the right to review and approve all sub-leases or subcontracts utilized by Design Professional for the achievement of these goals.

- 24.6 Prompt Payment: Design Professional agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than 10 calendar days from the receipt of each payment Design Professional receives from Owner. Design Professional agrees further to release retainage payments to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Owner. This clause applies to both DBE and non-DBE subcontractors.
- 24.7 Reporting Requirements: Design Professional agrees that within 15 calendar days after the expiration of each calendar month during the term of this Contract, it will provide a DBE Monthly Utilization Report to Owner's DBE Program Manager calculated in accordance with the requirements of 49 CFR Part 26. If the required DBE participation is not met, Design Professional will explain in the DBE Monthly Utilization Report the reasons for its failure to meet the prescribed goal and the strategy Design Professional proposes to meet the DBE goal. All firms interested in participating in contracting/subcontracting opportunities as a DBE must be certified as eligible DBEs before said business enterprises begin their portion of the Contract work. Only certified DBEs will count toward the DBE goal. If the Design Professional fails to achieve the DBE goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.
- 24.8 Design Professional agrees to indemnify the Owner from the loss of any funds or other damages that may result from Design Professional's failure to achieve the DBE goals set forth herein or to establish a good faith effort to do so, including attorneys' fees and costs associated with said failure by Design Professional or good faith investigation by Owner. Failure of Design Professional to make a good faith effort to achieve DBE goals will be a material breach of this Contract. The determination of whether Design Professional's efforts were made in good faith will be made by the Owner. At 50% completion, a plan of action properly reflecting anticipated DBE achievement of the commitment is required to be submitted to the Owner.
- 24.9 In the event of the Design Professional's non-compliance with the Owner's DBE Policy and Program or failure to meet the prescribed DBE goal set forth in this Article, or to establish a good faith effort to do so, the Owner, after due process, will impose such Contract sanctions as the Owner may determine to be appropriate including but not limited to:
- 24.9.1 Withholding of payments to the Design Professional under this Contract until the Design Professional complies; and/or
- 24.9.2 Cancellation, termination or suspension of this Contract in whole or in part; and/or
- 24.9.3 Suspension or debarment of Design Professional from eligibility to contract with the Owner in the future or to receive bid packages or request for proposals (RFP)/request for qualification (RFQ) packages.

ARTICLE 25 – BUY AMERICAN ASSURANCE

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

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

ARTICLE 26 – PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

This Contract will be terminated in accordance with Florida Statute Section 287.135(3) if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.473, or has been engaged in business operations in Syria.

ARTICLE 27 – E-VERIFY REQUIREMENT/UNAUTHORIZED ALIENS

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

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

ARTICLE 28 – LOBBYING

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

ARTICLE 29 - COMPLETE CONTRACT

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

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

By the Design Professional this _____ day of _____, 20____.

ATTEST:

AVCON, INC.

By: _____

Title: _____

Print Name

Print Address

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

Notary for AVCON, Inc.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____ in the capacity of _____,
of _____ a _____
(Name of organization or company, if any) (Corporation / Partnership / Sole Proprietor / Other)
on _____ behalf.

(Its / His / Her) (They are / He is / She is) (Personally known to me not personally known to me)
_____ and _____ take an oath.

and has produced the following document of identification) (they / he / she) (did / did not)

(Seal of Notary)

Signature of Notary

By the Owner this 3rd day of October, 2019.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

(Affix Corporate Seal)

By: _____
Robert I. Watkins, Chairman

ATTEST:

Lesley "Les" Miller, Jr., Secretary

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

LEGAL FORM APPROVED:

By: _____
Michael T. Kamprath, Assistant General Counsel

Notary for Hillsborough County Aviation Authority
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robert I. Watkins, in the capacity of Chairman, and by Lesley "Les" Miller, Jr., in the capacity of Secretary, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

SCOPE OF SERVICES FOR**Professional Engineering Services For
Runway 5-23 Rehabilitation
HCAA Project Number: 6700 20****Tampa Executive Airport (VDF)****AVCON, INC.**

A. Project Description

Runway 5-23 is the primary runway at Tampa Executive Airport (VDF). With a length of 5,000ft, a width of 100ft, and a precision approach (provided by an ILS and MALSR), this facility provides the airport with the capability to support executive/corporate aircraft operations.

Runway 5-23 was constructed in the late 1990's (1998/1999) and has exceeded its 20-year design life. With the PCI value just now hitting the threshold (65) for pavement rehabilitation, the existing pavement has held up extremely well for its age. The asphalt distresses present on Runway 5-23 are primarily age and environmental related. The observed asphalt pavement distresses included low and medium-severity block cracking, longitudinal and transverse cracks, and low and medium-severity weathering and raveling. These pavement distresses are causing raveling of the asphalt surface, which is creating an increased risk of FOD.

This project includes asphalt milling and an asphalt overlay for Runway 5-23 and the associated connector taxiways (E1, E2, E3, and E4). To address changes in the FAA geometric requirements, the taxiway connectors will be reconstructed to modify the fillet geometry between Runway 5-23 and Taxiway E. This will bring the pavements into compliance with the current FAA design standards per AC 150-5300-13A.

This project offers the Airport an opportunity to not only address the rehabilitation of the asphalt pavement, but also to take advantage of the construction window to upgrade the airfield lighting and NAVAID's, and enhance airport operations and safety, while minimizing the time-sensitive runway and taxiway closures.

B. Project Team

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

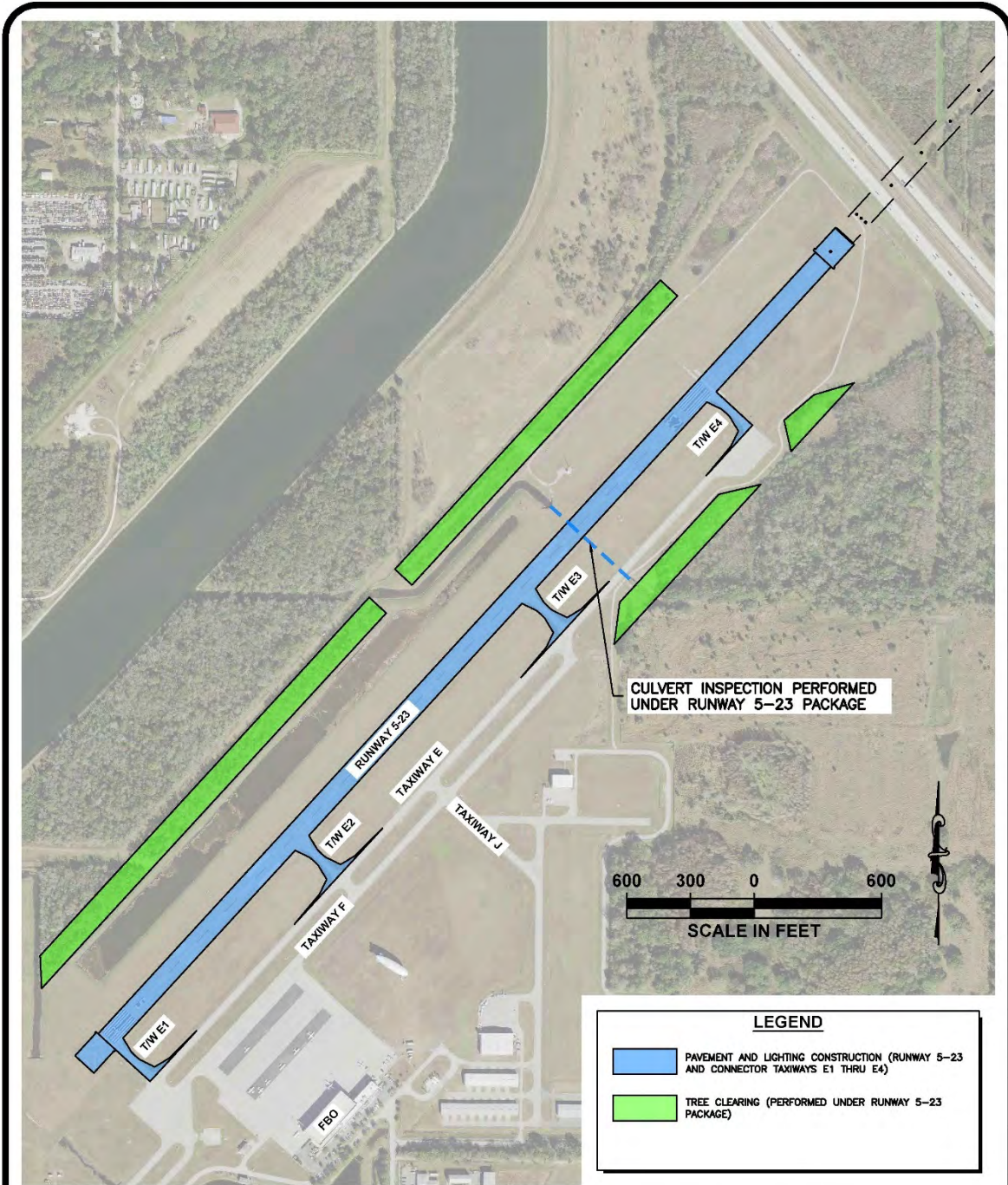
- **AVCON** – Project Management, Airfield Engineering, Airfield Lighting Design, Navigational Aid Design, Structural Engineering, Cost Estimating, Scheduling, Construction Administration
- **Environmental Science Associates (ESA)** – Environmental Permitting and Mitigation
- **Northwest Surveying** – Topographical Surveying
- **Madrid Engineering** – Geotechnical Engineering
- **MC Squared** – Construction Materials Testing
- **Bolt Underwater Services** – Culvert Inspection
- **Sightline** – Airfield Pavement Markings Consultant

C. Project Scope, Design Assumptions, and Limits of Work

Exhibits C-1 and **C-2** show the limits of work and project scope elements. During design, the project scope may have to be modified due to budget limitations. The currently anticipated Runway 5-23 Rehabilitation package includes:

- Pavement rehab for Runway 5-23
- Geometry modifications to TWY connectors E1, E2, E3, and E4
- Replacement of Runway 5-23 circuit CCR
- Replacement of the Medium Intensity Approach Lighting System (MALSR)
- Replacement of the Runway End Identifier Lights (REILs)
- Replacement of the Precision Approach Path Indicators (PAPI's)
- Replacement of the runway and taxiway connector edge lights and guidance signs
- Tree Clearing/Trimming within the Runway Primary surface
- Inspection and Rehabilitation of Drainage Culvert under Runway 5-23 and Taxiway E

A more detailed description of the project scope elements and design assumptions is presented in the following sections:



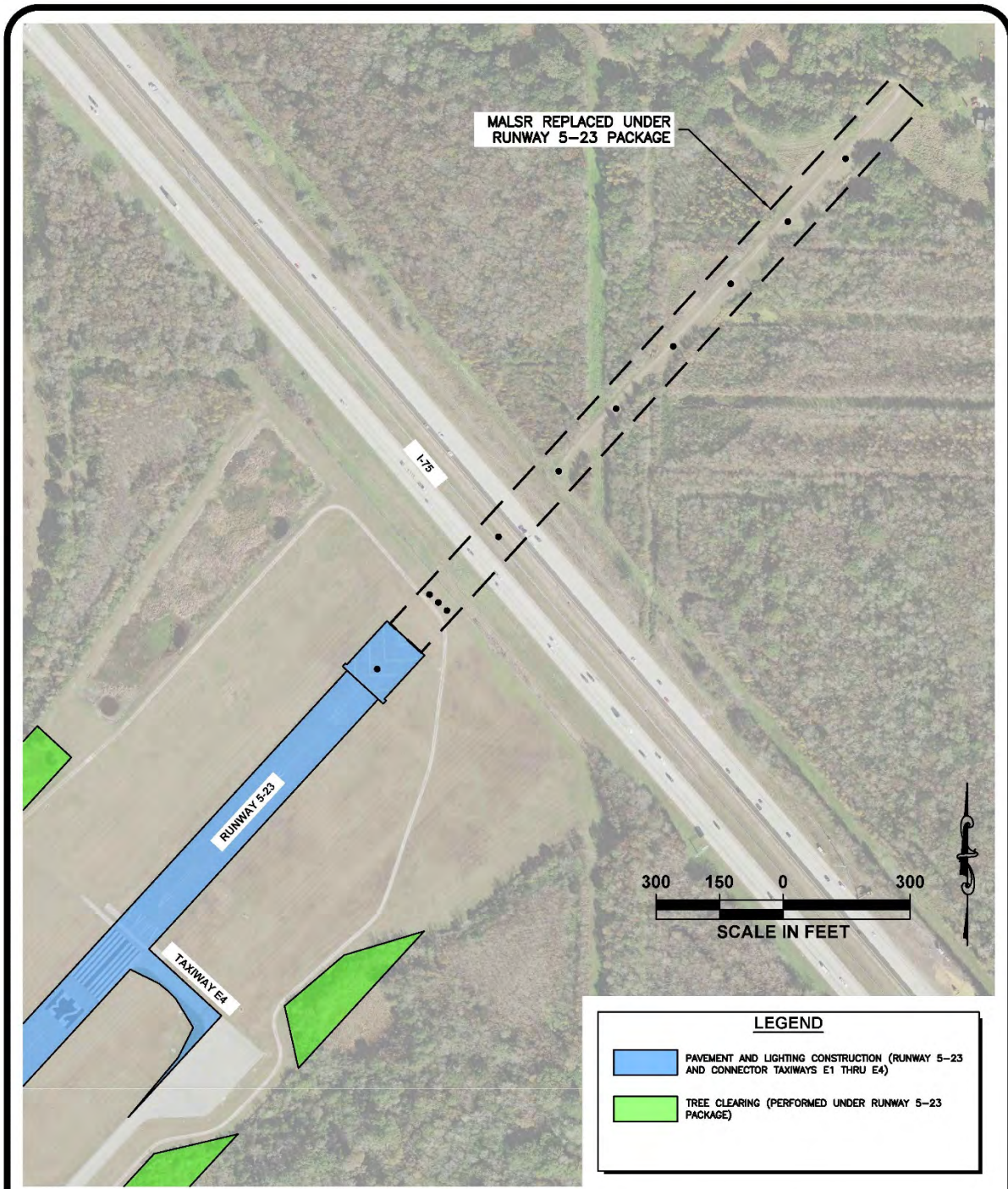
AVCON, INC.
ENGINEERS & PLANNERS
8270 WOODLAND CENTER BLVD.
TAMPA, FL 33614
OFFICE: (813) 321-5588
www.avconinc.com

PROJECT SCOPE

RUNWAY 5-23 REHABILITATION

EXHIBIT C-1





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PROJECT SCOPE
RUNWAY 23 MALSRL

RUNWAY 5-23 REHABILITATION

EXHIBIT C-2



PAVEMENT EVALUATION

A preliminary visual inspection of the pavement will be conducted by AVCON prior to the survey and geotechnical investigation. Based on the findings of the inspection and investigations, several rehabilitation alternatives will be proposed, analyzed, and compared for effectiveness in addressing the pavement distresses, initial construction cost, life-cycle cost, and sustainability.

Strengthening of the Runway 5-23 pavement is not anticipated. It is expected that the rehabilitation of Runway 5-23 and taxiway connector surfaces can be milled and resurfaced. To confirm the record drawings and validate the APMS, pavement cores and borings will be taken to verify existing pavement section, evaluate causes of pavement distresses, and assess ground water conditions.

ASPHALT SURFACE REHABILITATION

Pending the results of the pavement evaluation, the following rehabilitation alternatives will be considered:

- i. Full Depth Reclamation
- ii. Nominal Mill and Overlay (1/2-inch to 1-inch mill)
- iii. Full Depth Mill and Overlay (2-inch to 2 1/2-inch mill)

Each of the rehabilitation alternatives will need to address the pavement distresses, correct any grading deficiencies, and meet the FAA minimum requirements for asphalt surface course (3 to 4-inch of HMA P401 (Gyratory Compaction)). The design will also evaluate the existing shoulder drop off to re-establish pavement edge drainage.

Asphalt millings from the project will be kept on-site and used to stabilize the service road.

GEOMETRY DESIGN

Using the aircraft fleet mix and runway utilization distribution data from the FDOT Statewide Pavement Condition Number (PCN) Evaluation Report, AVCON determined that Taxiway E and the associated connector taxiways would be classified as a Taxiway Design Group 2 (TDG 2) under the new FAA guidance. Applying the new criteria to the existing Taxiway E1, E2, E3, and E4 geometry confirms that the existing taxiway connector geometry does not meet the FAA's requirements. Each of the Taxiway connectors will require construction of additional full-depth pavement structure outside the existing limits of pavement. See **Exhibit C-3**.

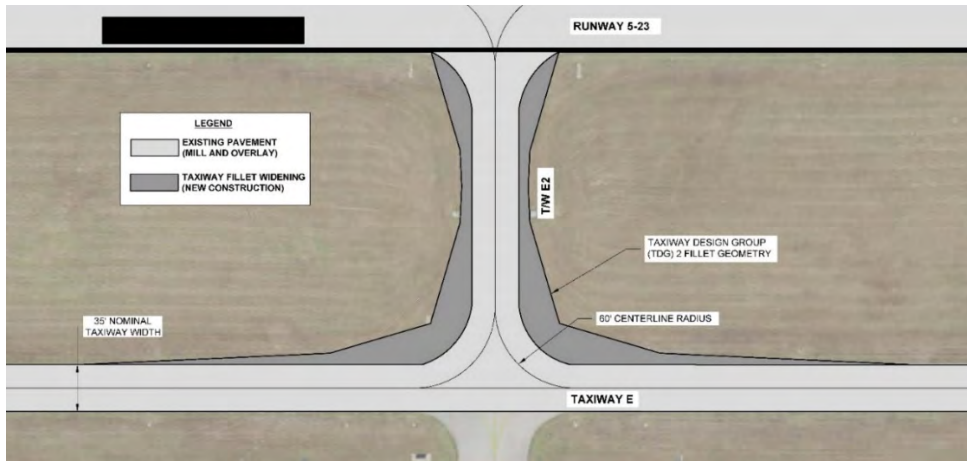


Exhibit C-3

AIRFIELD LIGHTING AND SIGNAGE

Changes in the taxiway connector geometry will require adjustment of the taxiway edge lights and signage in these areas. In addition, AVCON will evaluate and adjust the edge spacing of all the runway and taxiway edge lights as needed to meet the current FAA requirements.

AVCON will evaluate the condition of the existing edge light cans and sign pads to determine whether they can be reused. The existing quartz runway and taxiway edge lights will be replaced with light emitting diode (LED) fixtures, along with new transformers and cabling.

The condition of the airfield signs supports a full replacement as well. AVCON will recommend equipping the Runway 5-23 and Taxiway E circuits with field lightning arrestors, which have demonstrated their value on other airfield electrical systems around the State by reducing lightning strike related damage. Proposed airfield lighting system upgrades would include:

Runway 5-23

- Evaluate and adjust (as needed) edge light spacing to meet current FAA requirements
- New LED Medium Intensity Runway Light (MIRL) system in cans and conduit system. Another consideration would be to upgrade the existing MIRL system to LED High Intensity Runway Lighting (HIRL) system with a new 5 step CCR to meet CAT I approach standards
- New LED Runway Exit Signs to Taxiway E
- New LED Taxiway Direction Signs, Size 1

Taxiway Connectors E1, E2, E3, and E4

- Evaluate and adjust (as needed) edge light spacing to meet current FAA requirements
- New LED Medium Intensity Taxiway Light (MITL) system cans and conduit system
- New LED Mandatory Hold Signs to Runway 5-23, Size 1
- New LED Taxiway Guidance Signs, Size 1

Electrical System

- Assess Airfield Lighting Constant Current Regulator (CCR) sizes and replace Runway 5-23 regulator to accommodate revised loads.
- New CCR's shall be Ferro-resonant due to the higher operating efficiency and lower loads applied to these regulators with the implementation of LED fixtures.
- L-823 Superkit or Complete Kit connectors shall be specified to be used for all airfield lighting cable terminations. L-823 connectors shall be installed in each cable connecting to a L-830 lighting transformer, lighting fixture, sign, etc. A L-823 connector shall only be installed where connections to devices are made.
- All associated L-824 cables shall be replaced, including the homeruns to the Airfield Lighting Vault.
- All L-824 cables shall be identified with an 18-gauge, 2" diameter stainless steel ID tag stamped with its respective circuit/loop number at all accessible locations and colored tape per Tampa criteria to identify the circuit type.
- Junction can plazas shall be used for all airfield lighting circuits. The can plaza system isolates the series circuits from collateral damage. The use of a junction can plaza, in lieu of a manhole, also mitigates the need for airport personnel to be exposed to the hazards associated with entering a confined space.

NAVAID's

Runway 23 is equipped with an ILS system, comprised of a glide slope antenna, localizer antenna (owned and maintained by the FAA), and a Medium Intensity Lighting Approach System with RAIL (MALSR), owned and maintained by HCAA. MALSR controls are located in the airfield lighting vault. Cables and conduit for the light stations have been directional bored under I-75. With the widening of I-75, consideration will be given to directional boring new conduits out to the light stations.

Runway 5 is equipped with Runway End Indicator Lights (REIL), and both Runway 5 and 23 have Precision Approach Path Indicator (PAPI) lighting systems. The age and condition of these NAVAID's supports full replacement of the equipment as well.

Proposed NAVAID upgrades would include:

- Replacement of existing Runway 5 Runway End Indicator Lights (REIL) with new LED units
- Replacement of PAPI lighting systems for both Runway 5 and 23
- Relocated PAPI master control box and disconnect in accordance with EB79 siting criteria
- Assess and Replace MALSR lighting system as required
- Relocate MALSR field distribution rack in accordance with EB79 siting criteria
- Coordination with the FAA (Flight Operations) on scheduling and conducting flight checks on the new NAVAID equipment.

Structural Inspection / Evaluation of Drainage Culvert

The existing concrete box culvert under Runway 5-23 and Taxiway E is approximately 500-ft long and is comprised of a three-sided structure with a concrete bottom slab. The structure mainly flows below half full throughout the year and will most likely require inspection while filled with some level of water. The inspection will include all walls, footings, slabs, and underwater channel bottoms. The goals of the inspection program will include the following elements:

- Confirm that the structure is functioning in accordance with its intended purpose.
- Determine that the structure is safe for continued operation in its current condition.
- Determine the appropriate maintenance repairs that should be performed to maintain or extend the useful life of this structure.

Structural strengthening of the drainage culvert is not anticipated.

Tree Clearing and Permitting

The trees and vegetation within the runway primary surface will be cleared. See **Exhibit C-4**.

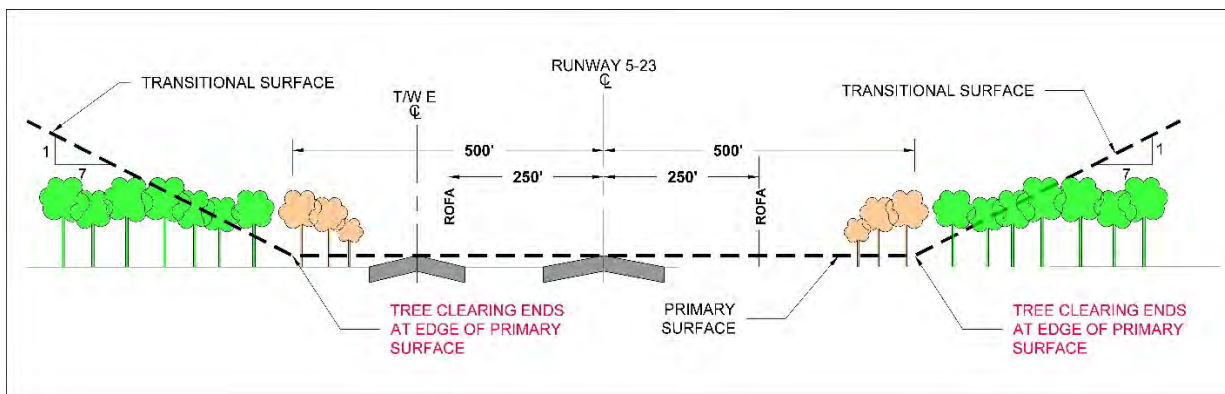


Exhibit C-4

While tree clearing in wetlands is typically exempt from permitting at both the State and Federal level, when clearing is proposed within onsite mitigation areas (portions of Mitigation Areas #2 and #3 are within the Runway 5-23 Primary Surface), replacement or additional mitigation may be required. The AVCON team will seek agency concurrence with the permit determinations and habitat functional assessments early in the process to assure all reviewers are in agreement, and to prevent unexpected issues during permitting.

According to HCAA, tree clearing/trimming beyond the Runway 5-23 Primary Surface is not included in this scope of work. Tree clearing/trimming in the Runway 23 MALSR approach light lane is being done as part of another project. As a result, survey for the Runway 5-23 Rehabilitation project will be limited to the area within the Primary Surface and will not include a detailed tree survey.

D. SCOPE OF PROFESSIONAL SERVICES

1) Schematic Design (30%)

- 1.1 **Project Management** – Project Management will include the development of a Project Control Plan (Work Plan), which includes scope, schedule, and budget controls. AVCON will then use these tools to track the schedule, monitor budgets, and document progress during the design of the project. Project management will also include direct client coordination, project status/schedule updates, and general contract management.
- 1.2 **Project Kick-Off Meeting** – AVCON will prepare for and attend one (1) project kick-off meeting with the Authority and the design team to review project design goals, schedule, administrative procedures, safety requirements, and to address any questions related to the project. AVCON will provide meeting minutes and distribute to all attendees.
- 1.3 **Data Collection and Review** – AVCON will collect, review, compile, and summarize all existing data pertaining to the project. The Authority will provide AVCON will all available documentation, such as as-builts, survey data, record drawings, permits, reports, and test results. The information will be reviewed, and design assumptions will be validated. Any potential deviations from the scope of work will immediately be brought to the Authority’s attention.
- 1.4 **Preliminary Site Visit / Visual Inspection** – AVCON will conduct a site investigation and visual inspection of the runway and taxiway pavement, airfield electrical systems, NAVAID systems, and surrounding environment to validate existing as-built/record drawing information and to better understand the physical site conditions and constraints. Any potential deviations from the scope will immediately be brought to the Authority’s attention. A technical memo will be provided summarizing the results of the preliminary site visit and visual inspection.
- 1.5 **Conduct Site Investigations** – AVCON will coordinate with the specialty team members, which include the Surveyor, Geotechnical Engineer, and Culvert Inspection team. Efforts will include developing subcontract agreements, coordinating technical requirements and project goals, and location diagrams. AVCON will also coordinate with the Airport on access and potential operational impacts associated with the site investigations.
 - 1.5.1 **Geotechnical Investigation** - AVCON’s Teammate, Madrid Engineering, will complete the field work and testing. Refer to the attached scope of work.

1.5.2 Topographic Survey – AVCON’s Teammate, Northwest Surveying, will complete the field work and development of base files. Refer to the attached scope of work.

1.5.3 Box Culvert Inspection - AVCON’s Teammate, Bolt Underwater, will complete the field work and development of the investigation report. Refer to the attached scope of work.

- 1.6 **Review of Site Investigation Reports/Data** – Review and incorporate data into 30% design documents
- 1.7 **Pavement Design** – Define pavement design parameters and proposed pavement design methodologies. Develop the pavement design based on existing soils and materials conditions and consideration of the loading of the design aircraft. Assess the most technically and economically appropriate alternative for the pavement rehabilitation. Coordinate the results and analysis with the Authority.
- 1.8 **Drawing Preparation** – Drawings will be prepared in an 11” x 17” PDF format only and the submittal will be made electronically to HCAA Record Management. Drawings prepared in this phase include, but are not limited to:

Anticipated Project Sheets

Cover Sheet

Summary of Quantities

General Notes

Contract Layout Plan (Site Plan)

Horizontal and Vertical Control

Project Construction Haul Route and Staging Plan

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Construction Safety Phasing Plans

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- 1.9 **Construction Safety and Phasing Plan (CSPP)** – AVCON will prepare the outline CSPP. This document will be submitted to the Authority and the FAA and serve as the basis for the final CSPP. It is not anticipated that a Safety Risk Management panel will be required for this project and participating in the SRM process is not included in this scope of work.
- 1.10 **Technical Specifications** – AVCON will prepare an outline of technical specification needed for the project. Specifications will follow FAA format using unit cost where applicable.

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

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

The information obtained during the Schematic Design Phase (30%) will be reviewed and refined during the Design Development Phase (60%). This phase will encompass the professional services required to furnish the Authority with a set of 60% documents, including technical specifications, 60% drawings, construction phasing and safety plans,

and cost estimates to reflect any adjustments to the project since the previous phase. These documents will be developed and prepared in accordance FAA standards and will provide sufficient detail for the review of proposed design by the Authority and all other appropriate parties.

2.1 **Project Management** – Project Management will include tracking the schedule, monitoring budgets, and documenting progress during the design of the project. Project management will also include direct client coordination, project status/schedule updates, and general contract management.

2.2 **Drawing Preparation** – Drawings prepared under the 30% phase will be refined and expanded to the 60% level. Drawings prepared in this phase include, but are not limited to:

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Box Culvert Rehab Details

Marking Plans and Details

Airfield Lighting Plans

Airfield Lighting Details

NAVAID Plans

NAVAID Details

Vault plans and details

2.3 **Technical Specifications** – AVCON will prepare 60% technical specifications. Specifications will follow FAA format using unit cost where applicable. All technical specifications shall conform to the latest FAA Advisory Circular. Changes to the specifications that do not warrant an FAA Modification of Standards (MOS) will be identified by strike-through and bold-italic text. This task will include submitting a request to the FAA for Modifications of Standards (MOS), if required.

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

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

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

- 3.1 **Project Management** – Project Management will include tracking the schedule, monitoring budgets, and documenting progress during the design of the project.

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

- 3.2 **Drawing Preparation** – Drawings prepared under the 60% phase will be refined and expanded to the 90% level. Drawings prepared in this phase include, but are not limited to:

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NAVAID Details

Vault plans and details

- 3.3 **Technical Specifications** – AVCON will prepare 90% technical specifications. Specifications will follow FAA format using unit cost where applicable. All technical specifications shall conform to the latest FAA Advisory Circular. Changes to the specifications that do not warrant an FAA Modification of Standards (MOS) will be identified by strike-through and bold-italic text. The task will include coordinating with the FAA for Modifications of Standards (MOS), if required.
- 3.4 **Engineer's Report** – AVCON will update the draft engineer's report based on direction and/or decisions provided by the Authority in previous meetings/discussions.
- 3.5 **Construction Safety and Phasing Plan (CSPP)** – AVCON will prepare the final CSPP. AVCON will coordinate the project construction phasing and sequencing plan with the Authority and affected stakeholders. This document will supplement the

technical specifications and serve as a guide for the selected Contractor when preparing the Safety Plan Compliance Document (SPCD). AVCON will submit (through the Authority) the final CSPP to the FAA.

- 3.6 **Cost Estimate Development** – AVCON will determine project quantities for all items of work and develop a project construction cost estimate which will accompany the design submittal and will be commensurate with the level of detail included in the submittal. The estimate will validate the current PMP budget established by the Authority and will include contingencies as appropriate for the level of design accomplished. At this phase of design, the estimate will carry a 5% contingency. The estimate will include the Owner's Allowance as necessary. As part of the 90% Cost Estimating process, AVCON will provide HCAA with potential DBE construction percentages for use in the determination of DBE project goals.
- 3.7 **Quality Control** –AVCON will conduct internal quality control reviews of all elements of the submittal in advance of the formal submittal to the Authority and in accordance with the QA/QC Management Plan. Copies of all quality control documentation, including mark-ups, will accompany the design submittal.
- 3.8 **Airfield Marking QA** - AVON's teammate, Sightline, will conduct an airfield marking plan and technical specification review. Refer to the attached scope of work from Sightline.
- 3.9 **Deliverable** – AVCON will package and deliver the following to the Authority at the completion of the 90% design. All documents will be submitted electronically:
- 11"x17" plans
 - Technical specifications
 - 90% Engineer's Report
 - 90% Engineer's Opinion of Probable Costs
 - Final CSPP
 - DBE Construction Percentages
 - Quality Control Review documentation
- 3.10 **90% Design Review Meeting** – AVCON will participate in one review meeting at the HCAA offices to review the submittal made as part of this design phase with the Authority's staff. AVCON will be prepared to fully discuss each element of the submittal to make the necessary decisions to advance the design with the next phase of the project. AVCON will provide minutes of the meeting and will distribute to all attendees.

4) **Bid Documents (100%)**

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

4.1 **Project Management** – Project Management will include tracking the schedule, monitoring budgets, and documenting progress during the design of the project. Project management will also include direct client coordination, project status/schedule updates, and general contract management.

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

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Airfield Lighting Plans

Airfield Lighting Details

NAVAID Plans

NAVAID Details

Vault plans and details

4.3 **Technical Specifications and Front-End Document Assistance** – AVCON will prepare the final technical specifications and assist the Authority with preparing the front-end documents and bid advertisement. This includes, but is not limited to, a project description, anticipated construction duration, index of drawings, list of technical specifications, and list of anticipated sub-contractors.

- 4.4 **Engineer's Report** – As part of the final bid documents phase, an engineer's report will be submitted to the Authority. The report will be a continuation of the report started during the Schematic Design phase and updated during the Construction Document phase.
- 4.5 **Cost Estimate Development** – AVCON will finalize the project cost estimate with all contingencies removed. The estimate will include the final Owner's Allowance.
- 4.6 **Quality Control** –AVCON will conduct internal quality control reviews of all elements of the submittal in advance of the formal submittal to the Authority and in accordance with the QA/QC Management Plan. Copies of all quality control documentation, including mark-ups, will accompany the design submittal.
- 4.7 **Deliverable** – AVCON will package and deliver the following to the Authority at the completion of the 90% design. All documents will be submitted electronically:
- 11"x17" plans
 - Technical specifications
 - 100% Engineer's Report
 - 100% Engineer's Opinion of Probable Costs
 - Quality Control Review documentation
- 4.8 **100% Design Review Meeting** – AVCON will participate in one review meeting at the HCAA offices to review the submittal made as part of this design phase with the Authority's staff. AVCON will be prepared to fully discuss each element of the submittal to make the necessary decisions to advance the design with the next phase of the project. AVCON will provide minutes of the meeting and will distribute to all attendees.
- 4.9 **Issued for Bid Documents** – Final plan drawings and technical specifications will be developed to include a complete level of design for the Issued for Bid Documents. Comments received as part of the 100% Design Review Meeting will be addressed and incorporated as necessary. PDF copies of both the plan drawings (11" x 17") and technical specifications will be provided to the Authority for incorporation into the final Issued for Bid set.

5) Permitting

Coordination with the FAA for compliance with NEPA is required, whether the project is federally funded or not. Because of the multiple project elements, including vegetation (tree) and mitigation area clearing, a Documented Categorical Exclusion (CatEx) will be required. This project should qualify for a Documented CatEx pursuant to FAA Order 1050.1F.

In addition to NEPA compliance, our teammate, ESA, will support the regulatory permitting for the proposed project. This project will require coordination with the Army Corps of Engineers (USACE), Southwest Florida Water Management District (SWFWMD), and Hillsborough County Environmental Protection Commission (EPC). Any permitting application fees will be paid by HCAA.

Refer to the attached scope of work from ESA for the following tasks:

- 5.1 **Documented Categorical Exclusion (CATEX) NEPA Compliance**
- 5.2 **Army Corps of Engineers (USACE) Coordination**
- 5.3 **SWFWMD Permitting**
- 5.4 **Hillsborough County Environmental Protection Commission (EPC) Permitting**

6) **Bid and Award**

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

Documents, including front-end specifications, will be compiled and issued to the Contractor by the Authority.

7) **Construction Administration**

- 7.1 **Project Management** – Project Management will include tracking the schedule, monitoring budgets, and documenting progress during the construction administration of the project. Project management will also include direct client coordination, project status/schedule updates, and general contract management.
- 7.2 **Pre-Construction Conference** – AVCON will attend and participate in a Pre-Construction Conference at the Airport, record the minutes of the conference, and distribute the minutes to the Authority’s authorized representative, conference attendees, and other interested parties.
- 7.3 **Construction Site Visit and Field Report** – AVCON will conduct periodic site visits to the construction site to observe and familiarize themselves generally with the progress and quality of the work and to determine if the work is generally proceeding in accordance with the contract documents and the contractor’s construction schedule. See the Project Fee Estimate for the number of visits. To avoid misunderstandings or questions, AVCON understands and agrees that the Authority shall have the responsibility for the general management of the construction contract. Accordingly, AVCON shall not have the authority or responsibility to issue direct instructions to the contractor, to reject work done by the contractor, or to require special inspections and/or tests. AVCON, however, will provide continuing counsel to the Authority’s authorized representative throughout the construction of the Project.
- 7.4 **Weekly Construction Coordination Meetings** – AVCON shall attend weekly construction progress meetings and prepare meeting minutes. See the Project Fee Spreadsheet for the number of meetings.
- 7.5 **Shop Drawing Submittal Review and Approval** – AVCON shall review and approve or take other appropriate action upon shop drawings, samples, and other submissions furnished by the contractor and submitted to AVCON. AVCON will maintain a log of all contractor submittals which shall include the submittal date, the action taken, and the date returned.
- 7.6 **Responses to Contractor RFI’s** – AVCON will provide prompt responses to all technical related requests for information (RFI’s).
- 7.7 **Preparation of ESI’s** – AVCON will prepare engineer’s supplemental instructions (ESI’s) to provide clarification or additional information with regards to elements included in the contract documents as necessary to complete the project.

- 7.8 **Preparation of CCD's and CO's** – AVCON will assist the Authority in preparing routine construction change directives and change orders as required. AVCON shall provide design clarification and recommendations to assist the Authority in resolving field problems related to the construction. AVCON shall evaluate contractor change and cost proposals and substitutions and recommend to the Authority to either approve or disapprove the contractor's proposal or substitution.
- 7.9 **Monthly Pay Application Approval** – AVCON will verify quantities of work performed and quantities of materials in place and sign-off on monthly pay applications.
- 7.10 **Substantial Completion Inspection** – AVCON will perform, together with the Authority's authorized representative, one initial inspection to determine if the project has been completed in accordance with the contract documents and if the contractor has fulfilled all its obligations. AVCON will assist the Authority in the preparation of a punch list based on the inspection.
- 7.11 **Final Completion Inspection** – AVCON will perform, together with the Authority's authorized representative, one final inspection to determine if the project has been completed in accordance with the contract documents and if the contractor has fulfilled all its obligations for issuance of final acceptance by the Authority including completion of punch list work.
- 7.12 **Record Drawings** – AVCON will provide one set of "Record Drawings", along with PDF and AutoCAD files, which shall become the property of the Authority. The Conformed Documents will be corrected to show significant changes made in the work during construction of the project. Such corrections shall be based upon "as-built" prints, drawings, surveys, field sketches, and other data furnished to AVCON by the Authority and/or Contractor.

E. DESIGN DELIVERABLES

The anticipated deliverables are listed below:

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

- ❖ Bid Documents (100%) Review Meeting Minutes
- ❖ Issued for Bid Documents – plans and specifications
- ❖ Initial and Final Construction Safety and Phasing Plan (CSPP)
- ❖ Bid Tabulation and Recommendation of Award
- ❖ Conformed Documents
- ❖ Pre-Construction Conference Meeting Minutes
- ❖ Construction Progress Meeting Minutes
- ❖ Record Drawings

F. TRAVEL REQUIREMENTS

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

G. SUSTAINABILITY

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

H. PROJECT SCHEDULE

A preliminary schedule has been developed for the Runway 5-23 Rehab project. A summary of milestone dates is provided below.

Milestone	Date
NTP for Design	October 7, 2019
30% Submittal	December 2, 2019
60% Submittal	January 21, 2020
90% Submittal	March 3, 2020
100% Submittal	April 15, 2020
Issued for Bid Documents	April 27, 2020
Pre-Bid Meeting	TBD
Bid Opening	June 10, 2020
NTP for Construction	September 7, 2020
Final Completion and Acceptance	July 9, 2021
Project Closeout	July 23, 2021

I. PROJECT FEE

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

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

SCOPE OF SERVICES FOR

**Professional Engineering Services For
Runway 5-23 Rehabilitation
HCAA Project Number: 6700 20**

Tampa Executive Airport (VDF)

AVCON, INC.

SUBCONSULTANT SCOPE OF WORK

Tampa Executive Airport (VDF)

Runway 5-23 and Taxiway E Rehabilitation

ESA will provide Federal Aviation Administration (FAA) National Environmental Policy Act (NEPA) compliance, Southwest Florida Water Management District (SWFWMD) permitting, Department of the Army, Corps of Engineers (USACE) coordination / permitting, Hillsborough County Environmental Protection Commission (EPC) permitting, listed species coordination (Florida Fish and Wildlife Conservation Commission (FWC)), and design & bidding phase support for wetland clearing activities within construction limits for the Runway 5-23 & Taxiway E Rehabilitation Project at VDF. This includes assisting AVCON with SWFWMD permitting associated with the reconstruction and geometry changes for Taxiway Connectors (E1 – E4).

TASK 1 – Documented Categorical Exclusion (CATEX) NEPA Compliance

Based on experience with multiple similar projects, it is anticipated that the FAA will require a documented Categorical Exclusion for NEPA compliance. In order to receive environmental clearance from the FAA, this will include, but is not limited to the following:

- *Project Identification and Understanding:* This includes identification of the project and review of materials previously prepared related to the site. AVCON will provide relevant project related materials including site plans, construction plans (if available), project support documentation, prior relevant FAA communications, etc.
- *Project Location and Description:* This includes the preparation of a project overview including identification of the site location, project limits, proposed aviation and non-aviation elements and preparation of related graphics. AVCON will provide a site layout plan or other plans, as required.
- *Project Purpose and Need:* This involves development of the Purpose and Need documentation for the proposed runway and taxiway rehabilitation and associated work elements. Information supporting this will be provided by AVCON.
- *Environmental Documentation:* This will provide documentation for the factors considered for a project to be categorically excluded from further federal environmental review as described in FAA Orders 1050.1F and 5050.4B.
- **FAA coordination and Responses to Comments:** The Catex will be prepared in draft form for review by HCAA. The report will be as concise as possible and be supported by a series of appendices. ESA will make modifications to the draft report based on comments by HCAA and

prepare the Catex for transmittal to FAA. ESA has processed multiple similar Catex documents through the FAA in the past 18 months. Our knowledge of the review process and FAA Environmental Protection Specialist's (EPS) requirements indicate there will be coordination with the FAA and responses to agency comments likely required. This scope includes phone coordination, and comment responses. Upon receipt of FAA comments, ESA will revise / update the Catex to respond to agency comments and provide Final Catex to HCAA for review. Once HCAA comments are incorporated, the final document will be transmitted to the FAA Orlando Airports District Office for approval and signature.

Meetings: This Task includes up to two (2) meetings.

Deliverable(s): Final deliverable for this task is FAA signed Catex.

Permit Fees: There are no application fees associated with this task.

TASK 2 – Army Corps of Engineers (USACE) Coordination

Based on recent experience with multiple similar projects, it is anticipated that the USACE will consider the proposed tree clearing activities to be exempt, provided the proper supporting documentation is provided to obtain a written “no permit required” determination from USACE. Since the FAA requires written documentation from the USACE to issue a Catex finding, ESA will prepare the required Approved Jurisdictional Determination (AJD) forms, conduct one (1) site review with USACE staff, and complete and submit the required ENG 4345 (including supporting documentation and figures) to obtain the formal “no permit required” determination. **This determination will be required in support of the Catex (Task 1), so this task will run concurrently with the NEPA coordination.**

Meetings: This Task includes up to one (1) site meeting at VDF

Deliverable(s): A “no permit required” determination from the USACE.

Permit Fees: There are no application fees associated with this task. Permit fee of \$100 is typically waived for public entities.

TASK 3 – Southwest Florida Water Management District (SWFWMD) Permit Support

Permit Support: ESA will provide environmental support for AVCON's submittal of an SWFWMD Environmental Resource Permit (ERP) application for the proposed project. Depending upon the amount of additional pavement being added to correct the taxiway connector geometry deficiencies, it is anticipated the project would require either a major or minor modification to the existing VDF permit (No. 491071). *However, regardless of the permitting required, the level of environmental support would not change.* The ERP application will include, at minimum, required forms, supporting discussions, documentation and graphics that provide reasonable assurance that the project:

- will not be contrary to the public interest
- will not adversely affect the public health, safety, or welfare or the property of others;
- will not adversely affect navigation or the flow of water or cause harmful erosion or shoaling;
- will not adversely affect the fishing or recreational values or marine productivity;
- will not adversely affect historical and archaeological resources
- will not cause unacceptable cumulative impacts to wetlands or surface waters
- will not adversely impact the value of functions provided to fish and wildlife and listed species by wetlands and other surface waters;
- will not adversely affect the quality of receiving waters
- will not cause adverse secondary impacts to water resources
- eliminates or reduces impacts to wetlands to the greatest extent practicable; and
- will not cause a net adverse impact on wetland functions and other surface water functions which is not offset by mitigation.

ESA will include any relevant correspondence, concurrence, and / or supporting information resulting from the EA process. Application support provided by ESA will include, but is not limited to:

- Wetland delineation and GPS location of wetland line(s) in accordance with 62-340 Florida Administrative Code (FAC) and the USACE Delineation Manual
- Development of wetland “shape” files in format compatible with engineering plans
- Support for the ERP application including:
 - Description of upland and wetland vegetative communities
 - Description of wetland impacts including wetland delineation pursuant to 64-340, FAC and value of wetland pursuant to 62-345, F.A.C. (Uniform Mitigation Assessment Methodology (UMAM))
 - A review for the occurrence of listed wildlife and plant species
 - Discussion of permit issuance criteria
 - Discussion of public interest criteria
 - Discussion of avoidance and minimization
 - Supporting graphics and mapping
 - Mitigation plan (assuming mitigation bank)

ESA will provide AVCON with wetland limits recorded with Global Positioning System (GPS) Trimble unit(s) which is typically acceptable to the SWFWMD. If HCAA or AVCON requires survey of those limits, *ESA would provide the data to surveyors for their use, but ESA does not provide land survey services. AVCON will provide all engineering / design detail, plans (including plan views and cross sections depicting wetlands and extent of activities within wetlands) and documentation and calculations required for the ERP. ESA will not provide any engineering or survey services.* The supporting documentation will include discussions of avoidance and minimization of wetland impacts, comprehensive listed species evaluation and discussions, and completion of the required Uniform Mitigation Assessment Method (UMAM) documentation as required in 62-345, Florida Administrative Code (FAC) for the impacted wetlands. As some of the impacted wetlands at VDF are mitigation areas themselves, it is likely that the mitigation required could be greater than what is typically required. ***For this project it is assumed that mitigation will be accomplished through the purchase of mitigation bank credits from an established and***

permitted mitigation bank. Should the mitigation not be accomplished through the purchase of mitigation bank credits, design and approval of an onsite or offsite mitigation project could be required which would necessitate additional services be authorized and is not included in this scope.

Agency Coordination and Requests for Information: ESA will coordinate and attend up to one (1) agency site visit with agency staff. ESA will also provide support for up to one (1) request for additional information, including additional field review, documentation or supporting graphics.

Meetings: In addition to one (1) agency meeting, ESA will support up to two (2) project coordination meetings and provide ongoing additional coordination during the permitting process, as needed.

Deliverable(s): Deliverables for this task include environmental documentation and associated graphics in support of AVCON's ERP application and RAI responses.

Permit Fees: It is presumed that the application fees associated with this task will be paid by HCAA. It is also presumed that the HCAA will pay mitigation bank costs directly and those are not included in this estimate.

TASK 4 – Hillsborough County Environmental Protection Commission (EPC) Permitting

ESA will prepare and submit the required wetland impact application in accordance with the criteria established in the Hillsborough County Environmental Protection Act (Ch. 84-446 Laws of Florida) and defined in Chapter 1-11: Wetlands and the EPC's *Basis of Review*. The application will include, at a minimum:

- a discussion of the proposed project, including the proposed impacts wetlands or other surface waters
- a narrative describing the project and the justification for each impact requested for project development.
- measures taken to demonstrate impact minimization and avoidance
- a description of the wetlands and other surface waters and impact acreage proposed, including detailed plan and section view(s) of all impact areas
- a proposal to perform mitigation per Chapter 62-345, F.A.C., the Uniform Mitigation Assessment Method (UMAM) including all required UMAM review and worksheets
- 'Wetland Impact Approval and Mitigation Agreement'

It is anticipated that much of the information developed for the SWFWMD can be used in support of the EPC permitting.

Meetings: EPC requires site review of the wetlands proposed for impact. ESA will attend one (1) site review or meeting with the EPC. ESA will provide ongoing additional coordination during the permitting process, as needed.

Deliverable(s): Deliverable for this task is a Hillsborough County Wetland Impact Authorization.

Permit Fees: The application fees associated with this task are anticipated to be \$650. It is presumed that the application fees associated with this task will be paid by HCAA.

TASK 6 – Design and Bidding Phase Services

ESA will support AVCON with design and bidding phase support, but no construction phase services for the project. Services include:

- Support for clearing plans and associated cost estimates.
- Prepare and support contract / design specifications for tree clearing within and around wetlands.
- Provide support for bid process including participation in bid conference and site visit (1) and responses to or support for responses to questions related to environmental permit conditions, permit allowances, construction method alternatives for tree clearing in wetlands or other environmental support as needed.

Meetings: ESA will attend up to two (2) project meetings and attend one (1) bid conference/site visit (1). ESA will provide ongoing additional coordination during the bid phase but no meetings or site visits during construction.

Deliverable(s): N/A

Permit Fees: N/A

Assumptions:

- AVCON will provide AutoCAD / design files to ESA for use in application and documentation preparation. AVCON will provide engineering sections of the SWFWMD ERP application and will complete all required certifications for plans submitted as part of the ERP process.
- It is assumed that there will be no significant changes to the construction footprint (project limits) from the areas identified in the RFP document.
- This scope covers preliminary listed species coordination through the ERP permit process. Since it is not anticipated, no listed species “incidental take” permits, application fees, or mitigation design or implementation tasks are included in this scope. However, it should be noted that the onsite wetlands are suitable for and have historically had state-listed sandhill crane nesting observed. If nests are identified in the impact area(s), construction should not occur in those areas until the cranes nesting is completed. Nesting season is typically from February through April but can extend beyond that. If impacts to nests are required, additional coordination and nest removal permitting beyond this scope of services could be required.
- Formal listed species surveys, permitting, or mitigation construction or implementation is not included in this scope of services.
- Though not anticipated, “special studies” (such as water quality monitoring) are not included in this scope of service.

VDF Runway 5-23 and Taxiway E Rehabilitation

- This scope assumes wetland mitigation will be accomplished through the purchase of mitigation bank credits. This scope does not include wetland mitigation design, construction or implementation. If required, those services would be authorized under separate scope.
- ESA does not provide boundary or other land survey which is therefore not included in this scope
- Permit application fees are not included in this scope as they are presumed to be paid by HCAA.

EXHIBIT B FEE ESTIMATE

Project Fee Proposal -ESA - Summary Sheet											
Runway 5-23 Rehabilitation											
HCAA Project Number 6700 20											
9/11/2019											
Environmental Support		NEPA	USACE	SWFWMD	EPC	Total	Design & Bidding	Total	DBE % of Fee	% DBE Goal	% Construction Cost
		\$ 18,659.78	\$ 11,976.83	\$ 29,379.97	\$ 18,368.26	\$ 78,384.83	\$ 9,176.96	\$ 87,561.79	0.00%		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
	Design Phase Sub Total	\$ 18,659.78	\$ 11,976.83	\$ 29,379.97	\$ 18,368.26	\$ 78,384.83	\$ 9,176.96	\$ 87,561.79			
Reimbursable Expenses								\$ -			
								\$ -			
								\$ -			
								\$ -			
Sub Total								\$ -			
Total Fee, Allowances, Reimbursable Expenses		\$ 18,659.78	\$ 11,976.83	\$ 29,379.97	\$ 18,368.26	\$ 78,384.83	\$ 9,176.96	\$ 87,561.79			

USACE Coordination

Project Fee Proposal - ESA												
Runway 5-23 Rehabilitation												
HCAA Project Number 6700 20												
9/11/2019												
Scope/Task		Envir PM	Sr Sci III	Sr Sci II	Sr Sci I	Sci III	Sci II	Sci I	Planner	0%		Total
Task - USACE Coordination		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
USACE Coordination												0
Task - USACE Coordination												0
Approved JD and site review				12			12					24
Application and Forms		4	8	8		8						28
NPR Documentation		4	6			8						18
Meetings (1)			2									2
												0
												0
												0
												0
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												0
												0
												0
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												0
												0
												0
	Subtotal Hours	8.00	16.00	20.00	-	16.00	12.00	-	-	-		72
	Rate	\$ 90.10	\$ 58.41	\$ 51.85	\$ 41.27	\$ 39.61	\$ 34.72	\$ 28.85	\$ 25.72	\$ -		
	Subtotal Direct Labor	\$ 720.80	\$ 934.56	\$ 1,037.00	\$ -	\$ 633.76	\$ 416.64	\$ -	\$ -	\$ -		\$ 3,742.76
	Subtotal Burdened Labor @		3.20									\$ 11,976.83

SWFWMD Permit Support

Project Fee Proposal - ESA											
Runway 5-23 Rehabilitation											
HCAA Project Number 6700 20											
9/11/2019											
Scope/Task		Envir PM	Sr Sci III	Sr Sci II	Sr Sci I	Sci III	Sci II	Sci I	Planner	0%	Total
SWFWMD Permit Support		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - SWFWMD Permit Support											0
Field reviews and studies		4	4	16			16	12			52
Application support and graphics		8		32		12	12		8		84
Agency Coordination and RAIs		4	8	16		4					32
SWFWMD Access Coordination (offsite trimming)			4	4							8
Meetings (4)		4		8							12
											0
											0
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Subtotal Hours		20.00	16.00	76.00	-	16.00	28.00	24.00	8.00	-	188
Rate		\$ 90.10	\$ 58.41	\$ 51.85	\$ 41.27	\$ 39.61	\$ 34.72	\$ 28.85	\$ 25.72	\$ -	
Subtotal Direct Labor		\$ 1,802.00	\$ 934.56	\$ 3,940.60	\$ -	\$ 633.76	\$ 972.16	\$ 692.40	\$ 205.76	\$ -	\$ 9,181.24
Subtotal Burdened Labor @			3.20								\$ 29,379.97



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www.boltunderwater.com

August 28, 2019

Mr. Michael Coppage, P.E.
AVCON Engineers & Planners
4500 140th Avenue North, Suite 105
Clearwater, FL 33762

PROJECT: Inspection Services for Vandenberg/Tampa Executive Airport
Culvert located at Runway 5-23 and Taxiway E

SCOPE FOR DIVING SERVICES – PHASE I – INITIAL ASSESSMENT/DESIGN PHASE

Bolt Divers will perform the initial assessment inspection of the Culvert for rehabilitation purposes:

- Visually inspect the Headwalls, Wingwalls, Deck Underside/Ceiling (entire interior), Footings and Channel. Deficiencies will be noted and photographed as appropriate, including the structure orientation and deficiency locations. A final report will be submitted signed by the Lead Certified Bridge Inspector in a general format. Please refer to "Attachment A" for an example. If a significant amount of deficiencies are found, a table will be used. The Client will determine corrective action/repairs based on findings. The inspection will be in accordance with FDOT guidelines. Please refer to <https://www.fdot.gov/maintenance/inspection.shtm>, Bridge Inspection Manual.

Bolt will also perform all pre-dive procedures, including performing operational checks on necessary inspection equipment, safety equipment, and underwater photography equipment. Unusual on-site safety hazards will be identified, and safety/emergency procedures verified.

To abide by OSHA and ADC regulations a minimum of a three (3) Person Crew is required for SCUBA diving or surface supplied diving projects.

BOLT to Provide:

- Qualified Diving Inspection Team
- All Dive Equipment, Including Inspection and Safety Equipment
- Underwater Digital Camera
- Written report of findings, see Attachment "A" for example

AVCON Engineers to Provide:

- Representative to coordinate activities on site
- Previous reports and plans (PROVIDED AUGUST 2019)

LUMP SUM FEE OF: \$2,063.83

SCOPE FOR DIVING SERVICES – PHASE II – FINAL ASSESSMENT OF REPAIRS

Bolt Divers will perform the following services:

- Verify repairs are in accordance with rehabilitation plans provided by Client, using the Initial Assessment Report. The initial assessment report will be revised to findings and noted as follows: REPAIRED, NO CHANGE, INCREASE, DECREASE or NEW. Refer to "Attachment A" for example.

LUMP SUM FEE OF: \$1,350.16



BRIDGE INSPECTION REPORT

Prepared by: Bolt Underwater Services, Inc.

Structure ID. #####

CONTENTS OF REPORT

Inspection Date: 07/26/2018

1. Comprehensive Report of Deficiencies
2. Evaluation of Previous Corrective Action
3. Field Preparation
4. Bridge Information

REPORT IDENTIFICATION

Structure ID. : ##### Structure Name: 2600' Long Culvert

Location: Under runway ###-###, Taxiway N and Secured Road south of Taxiway #

Type of Inspection: Routine Interim Special

Field Inspection Date: Under Water 07/26/2018

Name of Bridge Inspector/Diver	Signatures /Initials	Engineering Registration Number	Certified Bridge Inspector No.
Victoria G. Hitch, S.U.C.B.I., Team Leader/Tend			00414
Keith S. Hoogland, S.U.C.B.I., Diver			00341
Michael V. Fescina, A.U.B.I., Diver			

1. COMPREHENSIVE REPORT OF DEFICIENCIES

NOTES: Cells 1 through 4 have 0" of freeboard at the west end and was not inspected by the Divers. On the east end, Divers inspected the following with an oxygen sensor and emergency air supply, and proceeded until either oxygen was low, minimal airspace and minimal clearance: Cell 1 – 1600', Cell 2 – 1650', Cell 3 – 1800', Cell 4 – 1300'
Cell 3 previously had a strong smell of fuel, not found this inspection.

DECK SLAB (UNDERSIDE)

Rated 7

- 1) There are transverse cracks up to 1/32" wide, with light to moderate efflorescence.

Crack quantities are approximate and were not changed this inspection, distance into cells varied from previous inspection (NO CHANGE).

Cell 1 has 117 cracks
Cell 2 has 210 cracks
Cell 3 has 213 cracks
Cell 4 has 127 cracks

- 2) Cell 1 has a drop inlet 875' (previously reported 800') from the east end covered with concrete, with a spall, 6" x 6" x 1", with exposed rebar ends, on the north side (NO CHANGE).
- 3) Cell 1 has a sealed drop inlet 1300' from the east end (NO CHANGE).
- 4) Cells 1, 3 and 4 have timber forming in-place along the deck underside, 15' wide, located 425' from the east end. The previously reported timber forming in Cell 2 has fallen off and is scattered downstream and some has fallen off of Cell 3 (NO CHANGE).
- 5) Cell 2 has a drop inlet 1050' and 1505' and Cell 3 has a drop inlet at 1050' and 1585', from the east end, the bottoms have spalls up to 13" L x 15" W x 4" D, some with exposed rebar ends. Cell 3 has a 12" piece of rebar extending out of the spall. Inlets in Cells 2 and 3 at 1050' are open, all others are closed off (NO CHANGE).
- 6) Cell 4 has a drop inlet 1050' from the east end, the bottom west edge has a spall 15" L x 37" W x 3" D with exposed rebar ends (NO CHANGE).
- 7) The deck underside in Cells 2 through 4 is sagging downward up to 3" from wall to wall, in the area of the timber forming, 450' from the east end, for a length of 20'. This appears to be construction related (NO CHANGE).

1. COMPREHENSIVE REPORT OF DEFICIENCIES

SIDEWALLS

Rated 6

- 1) There are vertical cracks and isolated diagonal cracks up to 1/32" wide, most with light to heavy efflorescence and isolated cracks with light corrosion staining. Cracks typically line up with the transverse cracks in the deck underside. Crack quantities are approximate and were not changed this inspection, distance into cells varied from previous inspection (NO CHANGE).

Cell 1, Wall 1 has 136 vertical cracks, Wall 2 has 127 vertical cracks
Cell 2, Wall 2 has 95 vertical cracks, Wall 3 has 82 vertical cracks
Cell 3, Wall 3 has 117 vertical cracks, Wall 4 has 104 vertical cracks
Cell 4, Wall 4 has 59 vertical cracks, Wall 5 has 68 vertical cracks

- 2) All cells have timber forming in-place located 425' from the east end (NO CHANGE).
- 3) There is scale up to 1/8" deep from the high-water mark down (NO CHANGE).
- 4) Cell 1, Wall 1 has one 10" diameter and one 2" diameter utility holes located 475' from east. The 10" diameter hole has minor backfill loss and heavy efflorescence (NO CHANGE).

FLOOR SLABS

Rated 6

- 1) There is scale up to 1/4" deep (NO CHANGE).
- 2) Cells 1 and 2 have cracks, up to full width x 1/32" wide, across the floor slab, some with corrosion staining. There are several areas of soft concrete adjacent to several of the cracks up to 3/4" deep. Several cracks line-up with the sidewall and deck underside cracks becoming full culvert circumference cracks. These cracks are 505' and 508' in Cell 1 from the east and 515', 518', 520', 535', 555' and 580' in Cell 2 from the east (NO CHANGE).
- 3) Cell 2 has backfill leakage and water intrusion through the cold joint, 605' from the east end (NO CHANGE).
- 4) Cell 3 has a transverse crack, 1/8" wide with the surrounding concrete soft up to 1", in the floor slab, 590', 650' and 670' from the east opening, with active water leakage (NO CHANGE).
- 5) Cell 3, 520' to 670', has transverse cracks up to full width x 1/8" wide, some with corrosion bleedout (NO CHANGE).

1. COMPREHENSIVE REPORT OF DEFICIENCIES

DEGRADATION/AGGRADATION

Rated 5

- 1) The east toe at Cells 1, 2 and 3 is exposed up to 6" high to the revetment mat (NO CHANGE).
- 2) The east end of Walls 2, 3 and 4 have 12" high accumulated vegetation and debris build-up (DECREASE).
- 3) The cells have up to 4" of sediment in the east half and up to 3' in the accessible west half (NO CHANGE).
- 4) Cell 2 has a corrugated plastic pipe, under the drain inlet at 1505' (previously reported 780' from the west end) (NO CHANGE).
- 5) Cell 4 has an area of construction debris (sand-cement bags, concrete rubble, timber, etc.) extending from 450' to 600' from the east end (INCREASE).
- 6) The toe at the west end of the cells could not be confirmed.

FLOW/ALIGNMENT/BREAKOUT

Rated 5

- 1) The flow enters from the east end, 2" deep with a slight flow. The west end is submerged with 8" of water above the deck underside (NO CHANGE).
- 2) There is a constant flow of water entering the east end of the culvert from a large canal just east of the airport secure fence. This water turns approximately 75 degrees to enter the culvert. Water entering from the opposite side (south), is directed east to avoid the headwall in a paved ditch. Water is also directed to the culvert from other directions via culverts and a fabric-formed concrete berm. Majority of the flow passes through all cells (INCREASE)
- 3) Cells 1, 3 and 4 have timber forming in-place along the deck underside, 15' wide, located 425' from the east end. The previously reported timber forming in Cell 2 has fallen off and is scattered downstream and some has fallen off of Cell 3 (NO CHANGE).
- 4) The west channel ends abruptly and turns 90 degrees to each opening (NO CHANGE).
- 5) There is a spillway 60' north of the east end up the channel.

Cell 1 has up to 24" sediment build-up (NO CHANGE)

Cell 2 has up to 7" sediment build-up (NO CHANGE)

Cell 3 has up to 10" sediment build-up (NO CHANGE)

Cell 4 has up to 10" sediment build-up (NO CHANGE)

2. EVALUATION OF PREVIOUS CORRECTIVE ACTION

NONE

3. FIELD PREPARATION**A. TOOLS AND EQUIPMENT**

Truck	1
Camera (digital)	2
Waders	0
<u>Hand Tools:</u>	
Chipping Hammer	2
Tape Measure	2
Lights	2

B. SERVICES

SSA Dive Commercial Scuba Dive

C. SCHEDULING

An escort and a truck pass were required for this inspection.

C. SITE CONDITIONS

Oxygen monitor and emergency air supply is required for this inspection. Bats are present in all four cells.

D. MAINTENANCE OF TRAFFIC (MOT)

None

E. WEATHER CONDITIONS

Clear Overcast Rain

Air Temperature: 85°

Water Temperature: 85°

4. BRIDGE INFORMATION

STRUCTURE NAME: 2600' Long Culvert

LOCATION: Under runway ##L-##R, Taxiway N and Secured Road
south of Taxiway #

BRIDGE LENGTH: 2600'

BRIDGE WIDTH: 36'

SPANS: 4 Cells

**SUPERSTRUCTURE
TYPE:** Reinforced Concrete Box Culvert
(5' H x 8' W)

SUBSTRUCTURE TYPE: N/A

INSPECTION NOTES:

This structure was inventoried from south to north.

30% Design and CA Fee

Project Fee Proposal - AVCON, Inc. Team								
Runway 5-23 & TW E Rehabilitation								
HCAA Project Number 6700 20								
8/28/2019								
Scope/Task			Engineer	Senior Certified Bridge Inspector	Senior Inspector	Assist. Trainee	Admin	Total
Basic Design Services			Hours	Hours	Hours	Hours	Hours	
Task - 30% Design <Bolt Underwater Services>								
								0
Initial Underwater Assessment			2.0	8.0	8.0	8.0	2.0	28.0
								0
								0
								0
			Subtotal Hours	2.00	8.0	8.0	2.0	28
			Rate	\$ 59.13	\$ 35.76	\$ 18.00	\$ 16.66	\$ 20.00
			Subtotal Direct Labor	\$ 118.26	\$ 286.08	\$ 144.00	\$ 40.00	\$ 721.62
			Subtotal Burdened Labor @		2.86			\$ 2,063.83

Project Fee Proposal - AVCON, Inc. Team								
Runway 5-23 & TW E Rehabilitation								
HCAA Project Number 6700 20								
8/28/2019								
Scope/Task			Engineer	Senior Certified Bridge Inspector	Senior Inspector	Assist. Trainee	Admin	Total
Basic Design Services			Hours	Hours	Hours	Hours	Hours	
Task - CA Services <Bolt Underwater Services>								
								0
Final Underwater Assessment			0.5	6.0	6.0	6.0	1.0	19.5
								0
								0
			Subtotal Hours	0.50	6.0	6.0	1.0	19.5
			Rate	\$ 59.13	\$ 35.76	\$ 18.00	\$ 16.66	\$ 20.00
			Subtotal Direct Labor	\$ 29.57	\$ 214.56	\$ 108.00	\$ 20.00	\$ 472.09
			Subtotal Burdened Labor @		2.86			\$ 1,350.16



Cost Estimate Proposal

Attention:	Mr. Michael Coppage	Date Estimated:	August 28, 2019
Client:	AVCON	Estimated By:	Kevin Hill/John Delashaw
Phone:	813-321-5588/727-902-3938c	Proposal No.:	14157a
Email:	mcoppage@avconinc.com	Project:	VDF Airport RW5-23
		Location:	Tampa Exec Airport, Tampa, FL

Madrid Engineering Group, Inc. (Madrid) has been requested to provide an estimate for a geotechnical exploration and evaluation for proposed Runway 5-23 improvements at the Tampa Executive Airport in Tampa, Florida. The purpose of the exploration is to collect subsurface soil information in order to provide data and geotechnical recommendations and soil parameters for the proposed design and construction. The scope provided is consistent with that requested in your August 12, 2019 email. A final report with a summary of the exploration including a discussion of subsurface conditions, boring profiles, laboratory test results, and geotechnical evaluation with general geotechnical recommendations and soil parameters will be provided. Madrid proposes the following scope of work (see previously provided information for detailed breakdown of Fee Estimates):

Runway 5-23 - Scope of Work:

Task 1 – Field Services

- Utility locates via Sunshine One Call (required 3 days prior to the field work);
- Mobilization to the site (all testing to be performed at the locations shown on your Drawing Fig 2);
- Seventeen (17) SPT borings to a depth of 10 feet with a standard truck or track rig;
- Four (4) SPT borings to a depth of 15 feet at “Bearing Strength” locations;
- Thirty-seven (37) AC Pavement cores with base and subgrade depth check and hand auger to 5 ft bgs;
- Thirty-seven (37) field determinations of CBR alternating on either base or subgrade soils encountered in the pavement cores using Dual Mass CPT;
- Five (5) test pits for sample collection for laboratory CBR testing of existing soils and to collect shelly samples for laboratory perm testing;

Task 2 – Laboratory Testing of Soils

- Classification and laboratory testing (as needed) on soils from the borings;
- Specialty lab testing including CBR, Direct Shear on remolded samples and constant head permeability;

Task 3 – Professional Services

- Review of reported seasonal high water table (SHWT) and soil map units from NRCS Soil Survey;
- Provide two (2) original hard copies of the report signed and sealed by a registered professional geotechnical engineer and a PDF copy which will include:
 - A brief summary of NRCS soil survey including published seasonal high groundwater data
 - Summary of laboratory testing and soil characterization including boring logs/profiles

- CAD Figures
- General geotechnical recommendations for pavements, shallow foundations (i.e. bearing capacity, sizing, embedment and settlement) and/or pole foundations (soil parameters if needed)
- General earthwork recommendations, including fill and compaction requirements (for shallow foundations and new pavement areas)

Proposed Fees for Runway 5-23 E:	Field:	\$14,720
	Lab:	\$8,115
	Prof Services:	<u>\$9,210</u>
	TOTAL:	\$32,045 Lump Sum

Services Not Included in Scope of Work

- Survey of boring locations by Madrid (stakes may be left at boring locations for later survey if desired)
- Delineation of any deleterious materials encountered
- Construction Documents and Specifications
- Design/engineering services other than those described herein
- Evaluation of subsurface conditions in other areas of the site other than those described herein
- Construction monitoring (QA/QC) or materials testing (CMT)
- Evaluation of Sinkhole Activity

Madrid requests an AutoCAD drawing of the site plans including topography, if available. The proposal assumes no permits or significant security/access delays (no more than 2 to 3 crew hours) are required to complete the field work. Borings will be located by handheld GPS. This proposal is valid for 90 days from the date estimated. Project will be billed LUMP SUM based on the scope provided. It is anticipated that field services will take up to 1 week to complete. We anticipate beginning the field work approximately 1 to 2 weeks after receiving the authorization to proceed with a final report summarizing our findings complete approximately within 4 weeks following completion of the field work. No additional work shall be completed without the client's prior approval. Should any additional work be required (such as additional drilling depth or delineation of deleterious materials based on findings), it will be billed at the rates provided and/or our standard unit rates. Please refer to Madrid project number 14157a on all correspondence. If this proposal meets your approval, please sign in the space provided for Authorization to Proceed or provide a Purchase/Task Order and email a copy to our office. Should you have any questions or comments, please feel free to contact us.

Madrid Engineering Group, Inc.



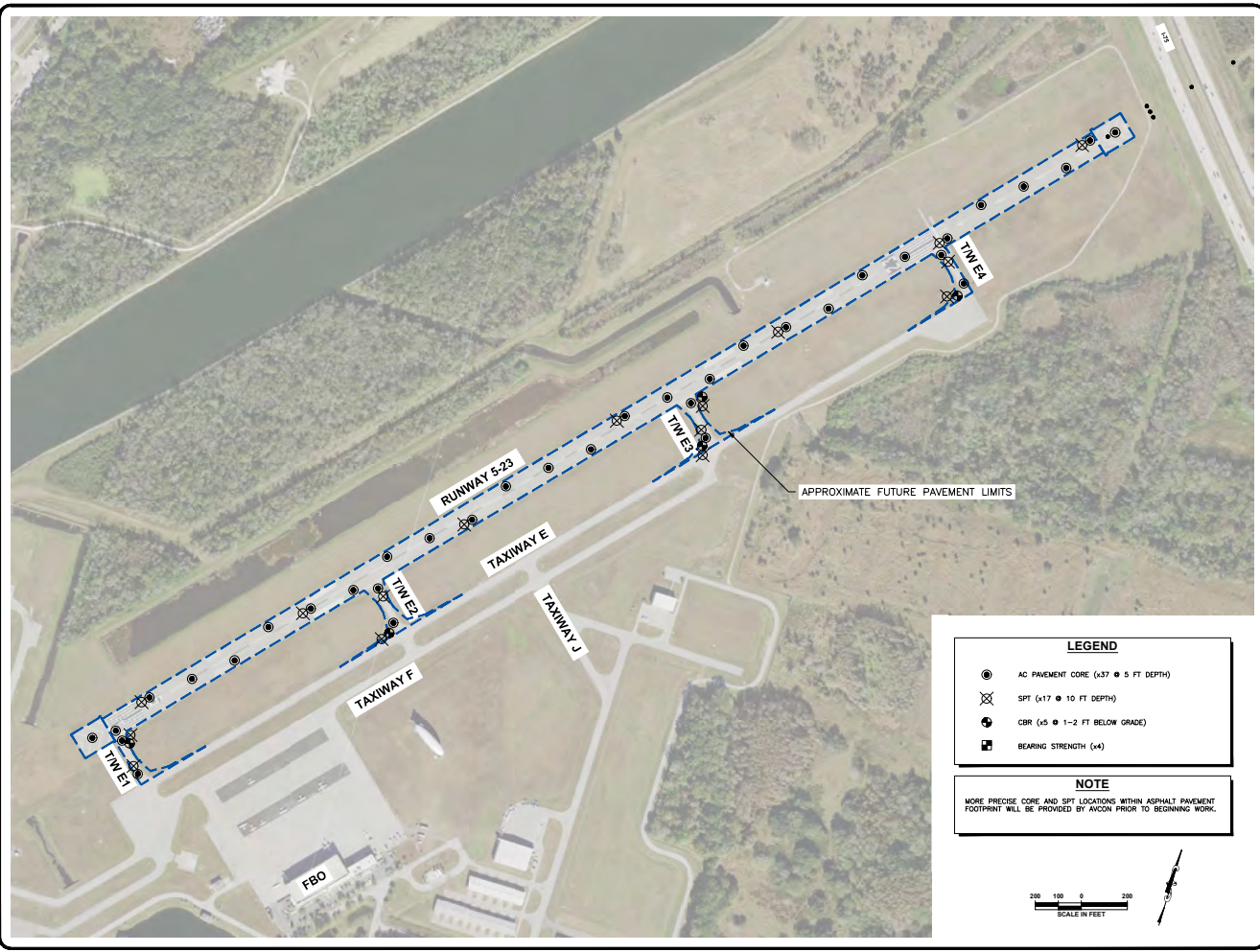
John Delashaw, P.E.
Vice President

AUTHORIZATION TO PROCEED

Signature

Date

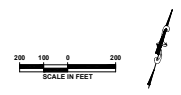
AVCON, INC. 4000 W. BOYD BLVD. SUITE 200 TAMPA, FL 33607
 TEL: 813.281.1100 FAX: 813.281.1101
 WWW.AVCON.COM



LEGEND

- AC PAVEMENT CORE (x37 ● 6 FT DEPTH)
- ⊗ SPT (x17 ● 10 FT DEPTH)
- ⊕ CBR (x5 ● 1-2 FT BELOW GRADE)
- ⊛ BEARING STRENGTH (x4)

NOTE
 MORE PRECISE CORE AND SPT LOCATIONS WITHIN ASPHALT PAVEMENT FOOTPRINT WILL BE PROVIDED BY AVCON PRIOR TO BEGINNING WORK.



AVCON, INC.
 ENGINEERS & PLANNERS
 870 WOODLAND CENTER BLVD. TAMPA, FLORIDA 33604
 PHONE: 813.281.1100
 CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER 0077
 WWW.AVCON.COM

Tampa International Airport
 TAMPA EXECUTIVE AIRPORT
 RUNWAY 5-23 AND TAXIWAY E REHABILITATION
 RUNWAY 5-23 GEOTECHNICAL SCOPE OF WORK

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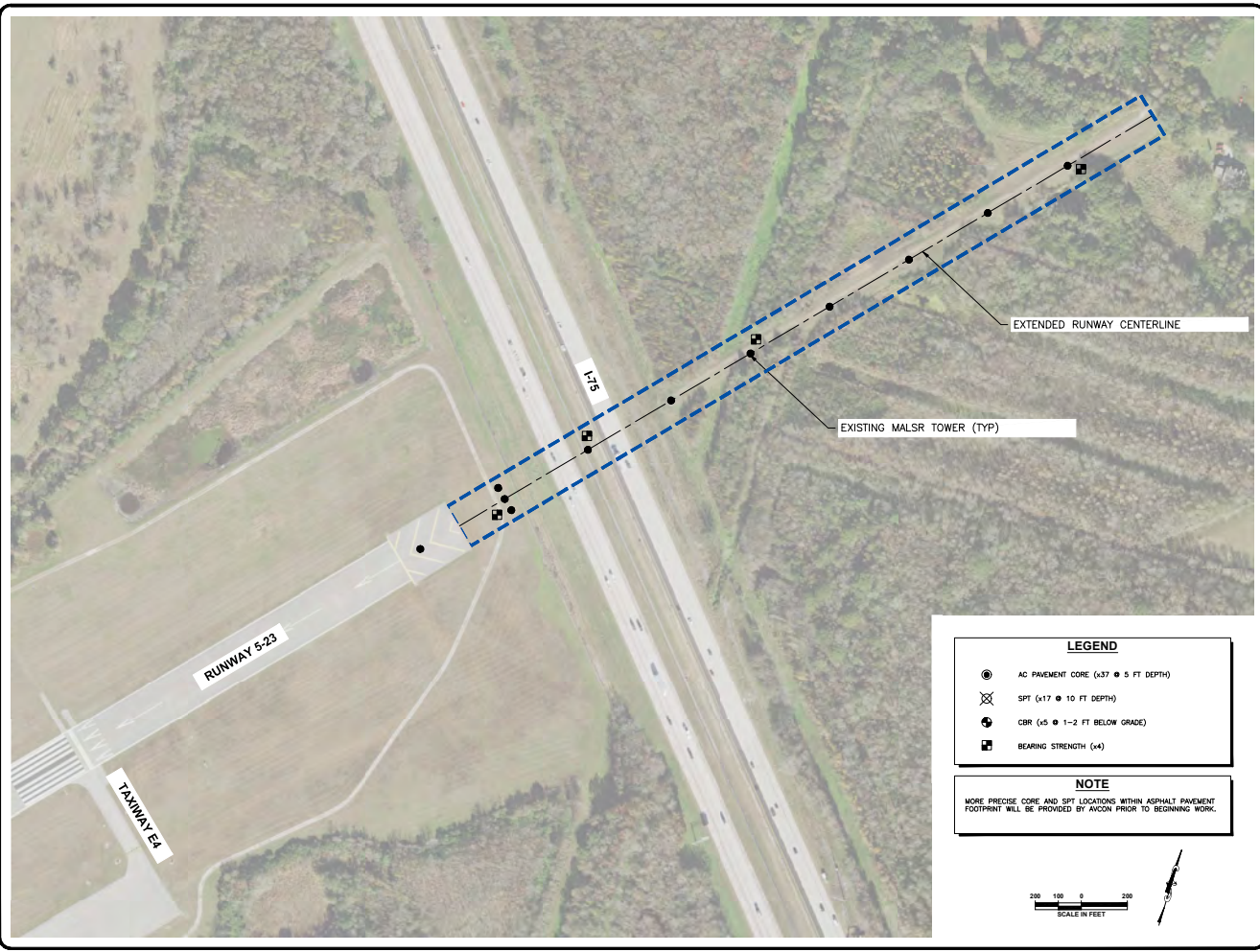
DESIGNED BY:
 DRAWN BY:
 CHECKED BY:
 APPROVED BY:
 DATE: AUGUST 2019

FAA AIP NO. _____
 FOOT FM NO. _____
 AVCON PROJECT NO. 2019.0283.01
 CADD FILENAME VDF_EX_GEOTECH_1

DRAWING FIG 1A

SUBMITTAL

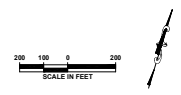
AVCON, INC. 4000 W. GULF BLVD. SUITE 1000 TAMPA, FL 33607
 TEL: 813.281.1111 FAX: 813.281.1112
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LEGEND

- AC PAVEMENT CORE (x37 ● 6 FT DEPTH)
- ⊗ SPT (x17 ● 10 FT DEPTH)
- ⊗ CBR (x5 ● 1-2 FT BELOW GRADE)
- ⊗ BEARING STRENGTH (x4)

NOTE
 MORE PRECISE CORE AND SPT LOCATIONS WITHIN ASPHALT PAVEMENT FOOTPRINT WILL BE PROVIDED BY AVCON PRIOR TO BEGINNING WORK.



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Tampa International Airport
 TAMPA EXECUTIVE AIRPORT
 RUNWAY 5-23 AND TAXIWAY E REHABILITATION
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SCALE: GRAPHIC

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 CHECKED BY: _____
 APPROVED BY: _____
 DATE: _____ AUGUST 2019

FAA AIP NO. _____
 FOOT FM NO. _____
 AVCON PROJECT NO. 2019.0283.01
 CADD FILENAME VDF_EX_GEOTECH_1

SUBMITTAL

**DRAWING
 FIG 1B**

RUNWAY 5-23**TASK 1: FIELD SERVICES**

	QUANTITY	RATE	UNIT	COST
FDOT GENERAL USE PERMIT	1	\$700.00	/LS	\$ 700.00
DRILL RIG & WATER TRUCK MOBILIZATION	1	\$450.00	/LS	\$ 450.00
FIELD CREW ADMIN TIME - AIRPORT COORDINATION/SCHEDULE	1	\$500.00	/LS	\$ 500.00
CREW SUPPORT VEHICLE	4	\$125.00	/EA	\$ 500.00
MOT SIGNS AND CONES AS NEEDED FOR I-75	1	\$400.00	/LS	\$ 400.00
SPT BORINGS (0-50') (17 @ 10ft, 4 @ 15FT)	230	\$13.50	/LF	\$ 3,105.00
BOREHOLE BACKFILL	230	\$1.50	/LF	\$ 345.00
HAND AUGER BORINGS (37 @ 5FT)	185	\$10.00	/LF	\$ 1,850.00
TEST PIT EXCAVATION FOR 5 BULK SAMPLES & 3 SHWT/SHELBY	5	\$75.00	/EA	\$ 375.00
FIELD CBR - ALTERNATE @ BASE THEN SUBBASE WITHIN CORES W/DUAL MASS CPT	37	\$60.00	/EA	\$ 2,220.00
MOB-ASPHALT CORING EQUIPMENT	1	\$350.00	/EA	\$ 350.00
4" ASPHALT CORES W/BASE CHECK	37	\$110.00	/EA	\$ 4,070.00
ASPHALT COLD PATCH	37	\$15.00	/EA	\$ 555.00
			Proposed Budget for Field Services	\$ 14,720.00

TASK 2: LABORATORY TESTING OF SOILS/BORING LOGS

CONSTANT HEAD PERMEABILITY TESTING (1 SET=1HOR/1VERT)	5	\$300.00	/SET	\$ 1,500.00
CBR	5	\$350.00	/EA	\$ 1,750.00
PARTICLE SIZE - GRADATION SIEVE STACK (NO HYDROMETER)	10	\$75.00	/EA	\$ 750.00
UNIT WEIGHT/VOID RATIO FROM SHELBY TUBES	3	\$75.00	/EA	\$ 225.00
MOISTURE CONTENT (FOR ORGANIC AND -200'S)	56	\$15.00	/EA	\$ 840.00
DIRECT SHEAR ON COMPACTED BULK SAND SAMPLE	1	\$450.00	/EA	\$ 450.00
ORGANIC CONTENT	6	\$50.00	/EA	\$ 300.00
ATTERBERG LIMITS	3	\$100.00	/EA	\$ 300.00
MINUS 200 SIEVE PERCENT	40	\$50.00	/EA	\$ 2,000.00
			Proposed Budget for Laboratory Testing	\$ 8,115.00



Northwest Surveying, Inc.
A certified MBE/DBE/SBE Corporation
8409 Sunstate Street. Tampa, Florida 33634-1309
(813) 889-9236; Fax: (813) 886-3315
www.nsitampa.com

August 30, 2019

Mr. Michael Coppage, PE
Avcon, Inc.
8270 Woodland Center Blvd.
Tampa, FL 33614

RE: VDF Runway 5-23
NSI Proposal No. 190812

Dear Mr. Coppage:

Thank you for the opportunity to present this proposal for surveying services at the above referenced site.

The scope of work included in this proposal is a 25' grid topographic survey of the paved areas and a 50' grid topographic survey of the unpaved areas as shown on your reference maps attached (Figures 1A and 1B).

Our sub-consultant, Maser Consulting, PA, will provide the 25' grid topographic Lidar data for Runway 5-23, and Northwest Surveying Inc. (NSI) will establish the ground control targeting, perform the 50' grid ground cross-sections and locate all manmade topographic features within the survey limits. We will also locate and map all utility structures, obtain pipe sizes, shape, type material and invert elevations of all underground utilities where access is possible. We will locate the electrical vault near the FBO, the localizer, the glideslope antenna and related facilities, the geotechnical borings and any flags marking underground utilities. If lease limit documents are provided, we will plot the lease limits on our map of survey.

NSI will perform field check shots to verify each of the Lidar data sets. Following the verification, we will merge the Lidar data with our ground survey data to compile one comprehensive map of the project.

We will verify and identify 3 permanent benchmarks on site and provide the XY&Z coordinates.

The horizontal datum will be NAD 83/2011 adjustment and the vertical datum will be NAVD88, both represented in U.S. Survey Feet.

Our Lump Sum fee to perform the survey of Runway 5-23 limits as shown on Figure 1A, according to the scope described herein and in your RFP, will be **\$38,168.00**.

Our Lump Sum fee to perform the 50' grid topographic survey of the northeast approach limits, improvements and I-75 edges of pavement, as shown on Figure 1B according to the scope described in your RFP will be **\$22,024.00**.

We will require 6 weeks from your notice to proceed date to complete the survey and submit the deliverables as outlined in your RFP dated 8/11/19.

All of the work will be performed under the direct supervision of a Professional Land Surveyor and will meet or exceed the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J17.050 to 5J17.052, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

If you have any questions, please do not hesitate to contact our office.

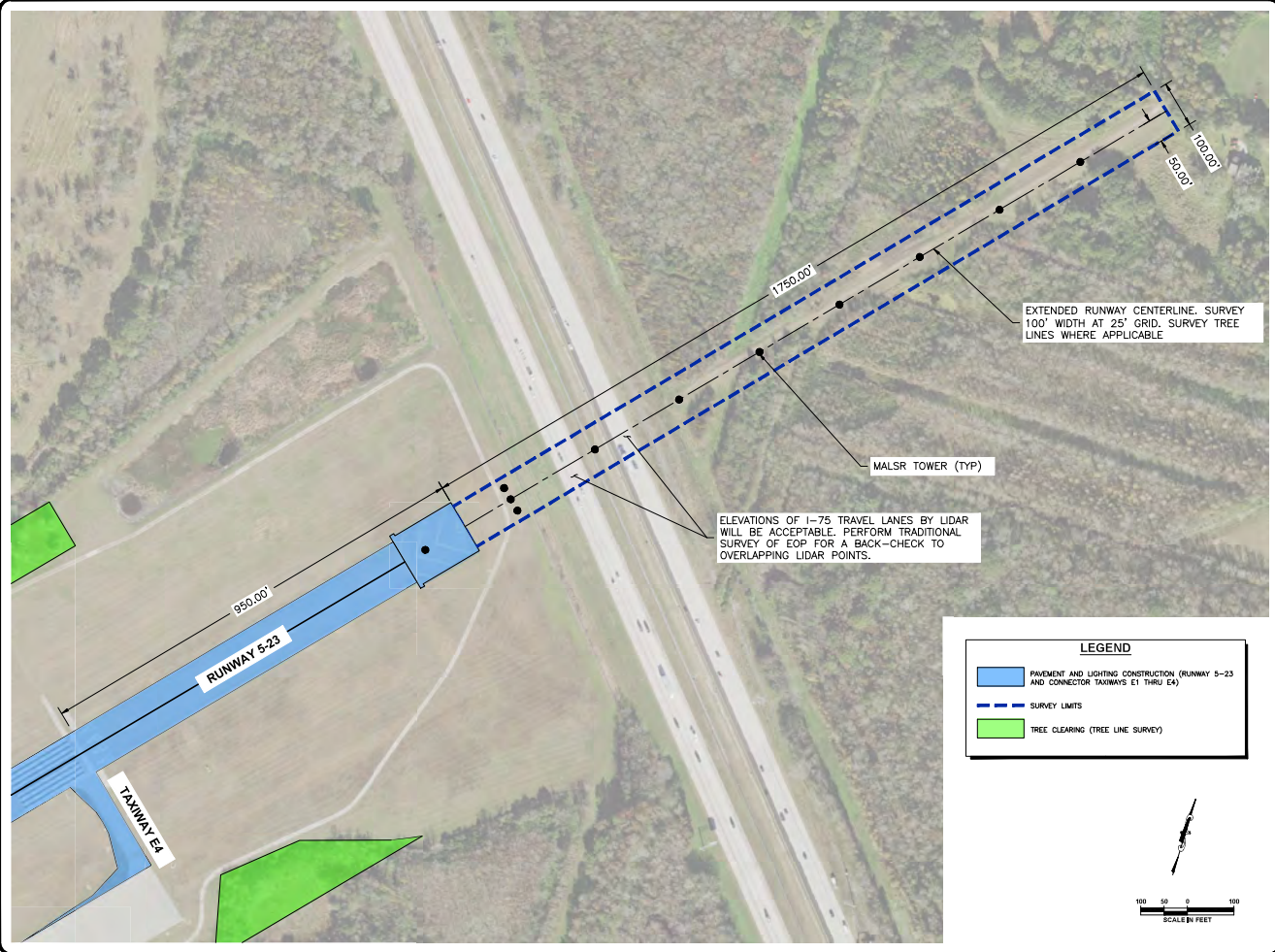
Sincerely,

NORTHWEST SURVEYING, INC.

A handwritten signature in cursive script that reads "Gerald Silva".

Gerald Silva, PSM
President

AVCON, INC. 4000 W. BOYD BLVD. SUITE 200 TAMPA, FL 33607
 TEL: 813.289.1100 FAX: 813.289.1101
 WWW.AVCONINC.COM

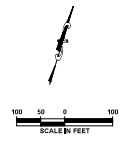


ELEVATIONS OF I-75 TRAVEL LANES BY LIDAR
 WILL BE ACCEPTABLE. PERFORM TRADITIONAL
 SURVEY OF EOP FOR A BACK-CHECK TO
 OVERLAPPING LIDAR POINTS.

EXTENDED RUNWAY CENTERLINE, SURVEY
 100' WIDTH AT 25' GRID, SURVEY TREE
 LINES WHERE APPLICABLE

MALS R TOWER (TYP)

LEGEND	
	PAVEMENT AND LIGHTING CONSTRUCTION (RUNWAY 5-23 AND CONNECTOR TAXIWAYS E1 THRU E4)
	SURVEY LIMITS
	TREE CLEARING (TREE LINE SURVEY)



AVCON, INC.
 ENGINEERS & PLANNERS
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TAMPA EXECUTIVE AIRPORT
RUNWAY 5-23 AND TAXIWAY E REHABILITATION

RUNWAY 5-23 SURVEY SCOPE OF WORK

SCALE: GRAPHIC
 REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY:
 DRAWN BY:
 CHECKED BY:
 APPROVED BY:
 DATE: AUGUST 2019
 FAA AIP NO. -
 FOOT FM NO. -
 AVCON PROJECT NO. 2019.0283.01
 CADD FILENAME VDF_E4_SURVEY_1

DRAWING
FIG 1B

SUBMITTAL



Engineers
 Planners
 Surveyors
 Landscape Architects
 Environmental Scientists

5471 W Waters Ave.
 Suite 100
 Tampa, FL 33634
 T: 813.207.1061
 F: 813.281.1050
 www.maserconsulting.com

August 30, 2019

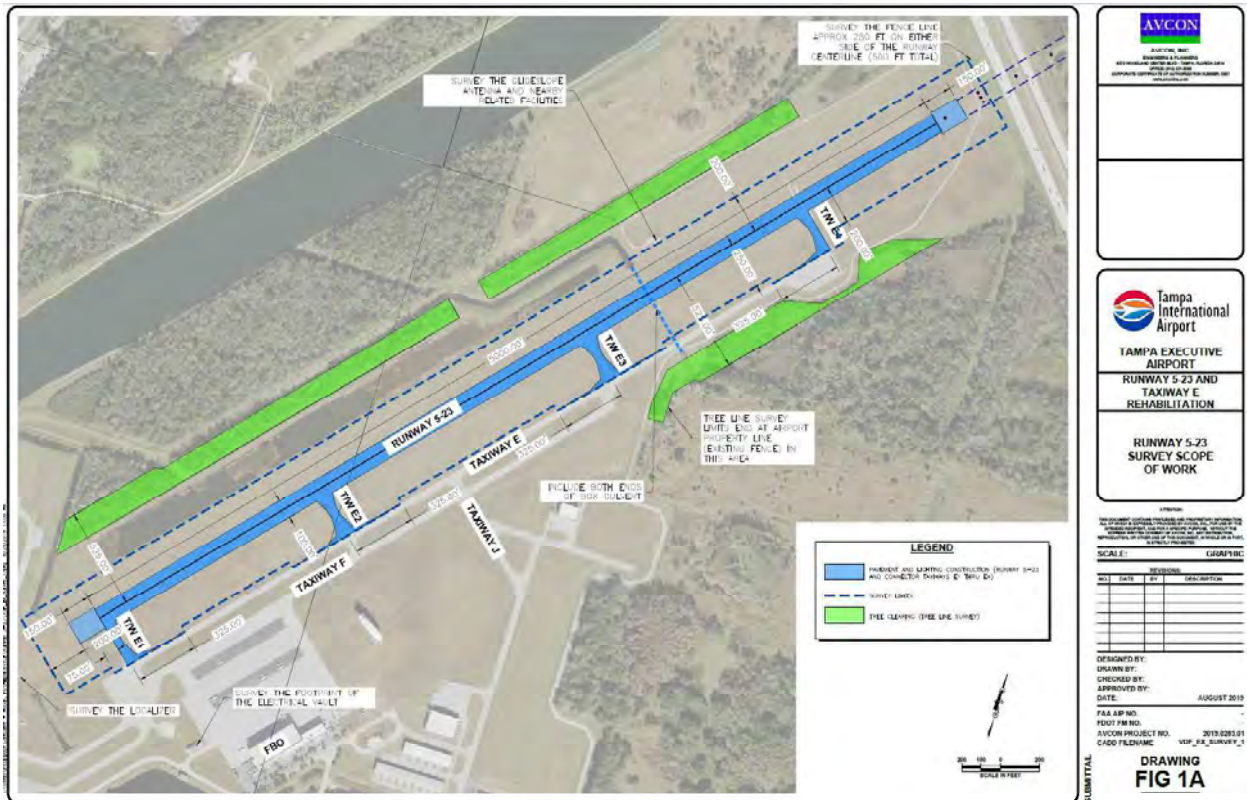
VIA E-MAIL

Gerald "Jerry" Silva, PSM
 Northwest Surveying, Inc.
 8409 Sunstate St.
 Tampa, FL 33634
 Phone: 813-889-9236
 jsilva@nsitampa.com

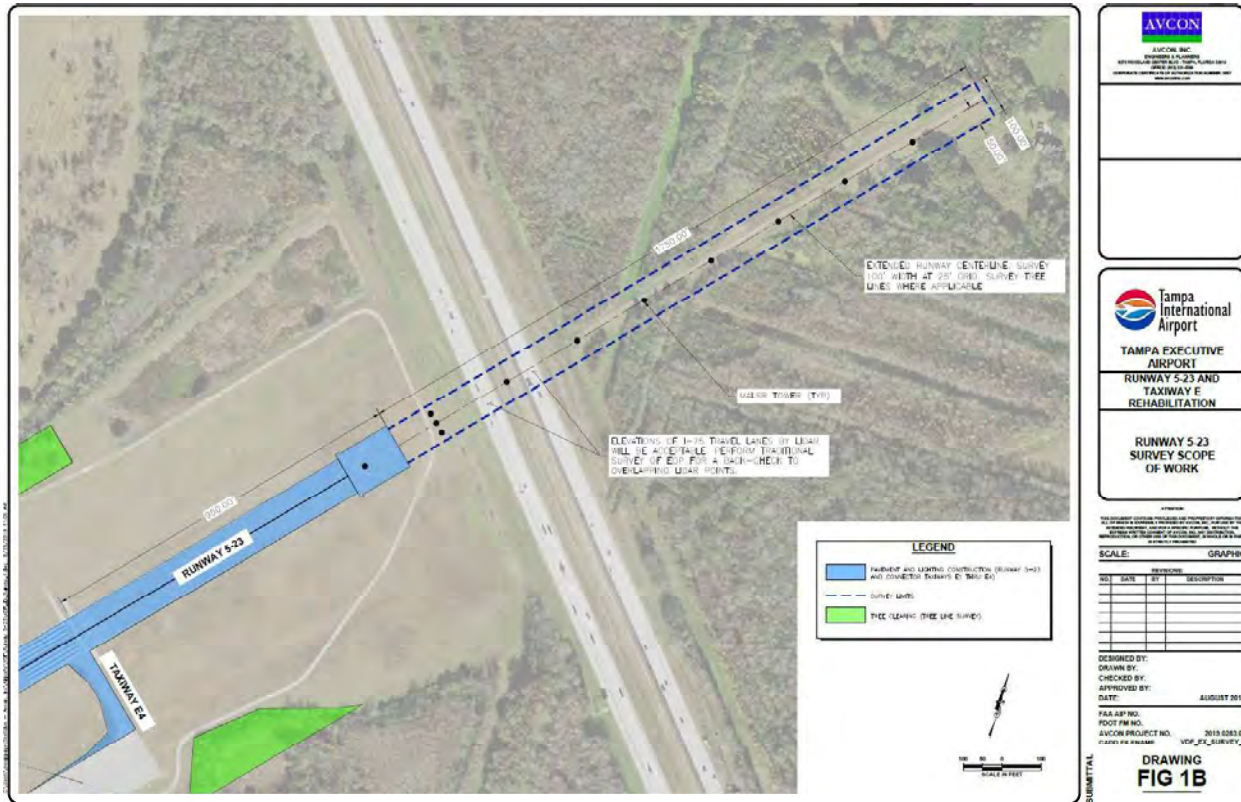
**Re: Proposal for Mobile LiDAR & Topographic Survey
 Proposal No.:19002729P-VDF Runway 5-23 Rehab**

Dear Mr. Silva:

Maser Consulting P.A. is pleased to submit this proposal for Topographic Survey utilizing Mobile LiDAR of the project areas highlighted in Blue within the airfield located at Tampa Executive Airport as shown in Figure 1&2 below.



Runway 5-23 Topo Survey Limits in Blue Hatch



Runway 5-23 Topo Survey Limits in Blue Hatch

This proposal is divided into the following sections:

- Section I – Scope of Services
- Section II – Client Contract Authorization


SECTION I – SCOPE OF SERVICES

Based on our conversations and information noted above, we propose to complete the following:


PHASE 1 - CONTROL

Northwest Surveying, Inc. will locate/recover existing Airport Primary and Secondary Control Stations (PACS and SACS). All Horizontal controls will reference NAD 1983 (2011) State Plane Coordinate System. All Vertical controls will reference NAVD 1988. This information will be provided to Maser Consulting as Primary control for utilization in data acquisition. Maser Consulting will provide a plan for optimal location of photo identifiable points within the existing project site that will be required to post process data to the control datums. Northwest Surveying will establish X,Y,Z coordinate values on these points and deliver to Maser Consulting.

The Mobile LiDAR and conventional topographic collection will be done utilizing Maser Primary control (PACS and SACS).



AVCON, INC.
10000 W. BOYD AVE., SUITE 100
TAMPA, FL 33607
TEL: 813.833.8888
WWW.AVCONINC.COM



TAMPA EXECUTIVE AIRPORT
RUNWAY 5-23 AND TAXIWAY E REHABILITATION
RUNWAY 5-23 SURVEY SCOPE OF WORK

SCALE: GRAPHIC

NO.	DATE	BY	DESCRIPTION

DESIGNED BY: _____
 DRAWN BY: _____
 APPROVED BY: _____
 DATE: AUGUST 2019

FSA APP NO. _____
 FOOT PM NO. _____
 AVCON PROJECT NO. 2018-000001
 DRAWING NO. VOP_E4_SURVEY_1

DRAWING FIG 1B

PHASE 2 – MOBILE LiDAR DATA ACQUISITION

All field work to be performed on site in Tampa, FL with post processing being performed Mobile LiDAR processing center. Maser Consulting plans to collect Mobile LiDAR data on the runway, taxiway, and aprons within the topo limits shown in Figures 1 & 2 for use in engineering design. Maser Consulting will adhere to standard procedures for Mobile LiDAR data collection as referenced in NCHRP report 748 as applicable to project tasks. The Mobile LiDAR model's absolute accuracy is based on the value of survey control as provided. Maser Consulting can match absolute project coordinate positional accuracy up to 0.06' h/v within 95% of data checked. Upon export the LiDAR data will be reviewed and trimmed as necessary and tiled data files will be created for use in data extraction. Color digital geo-referenced images from a Ladybug immersive 360 camera system and 4 on-board directional cameras will be captured and exported. The Ladybug imagery will be delivered with an intuitive viewer for use in viewing site conditions as collected. This viewer is standard with the delivery of data. A colorization of the point cloud is possible as well and can be of value in certain settings.

Maser Consulting will utilize a Riegl VMX-450 mobile scanning system which consists of:

- 2 - Riegl VQ-450 line scanners
- 4 - Riegl CS6 5MPx cameras (8 fps ea.)
- 1 – Lady Bug v.5 360deg spherical camera system
- 1 - Applanix POS LV 510 position and orientation system
- 1 - Trimble BD960 GNSS receiver
- 2 - Trimble Zephyr Model 2 GNSS Antenna.
- 1 - DMI wheel mounted unit

During data acquisition, a GPS (GLONASS capable) base station will be set by Maser Consulting staff to log satellite data at 1-second epochs, consistent with the log rate of the mobile GPS unit. The mobile GPS positioning is further supplemented by the IMU providing vehicle and sensor position and orientation updates at a rate of 200 times per second. Each scanner will be set to a measurement rate of 550 kHz (1.1 MHz combined). The Maser Consulting mobile mapping vehicle will travel at the predetermined speeds throughout the project area with an anticipated speed of +/- 10 MPH.

Maser Consulting will adjust the trajectory using the Riegl processing software, utilizing the least squares adjustment module. Maser Consulting will provide a standard survey report outlining the statistical results of the adjustments. These results include system calibration and scan data adjustment.

PHASE 3 – TOPOGRAPHIC SURVEY

Maser Consulting will develop topographic survey information from the resulting Lidar point cloud defined by the bullet points below.

1. Airfield apron, runway and taxiway pavement areas shall be surveyed on a 25' grid or less, edges of pavements, ground shots at edges of pavements, and at all grade breaks, including visible depressions.
2. Areas off pavement shall be surveyed by Northwest Survey with elevations taken on existing ground at grid points and all grade breaks. Elevations shall be taken to define all swales.



3. Location of all runway, taxiway and apron edge lights including type of light (base or stake mounted).
4. Location of all signs, including sign message and description of type of sign and any concrete sign base/footer.
5. Location of all pavement markings and all other features which lie in the survey zone.

Maser Consulting will deliver the final point cloud files in LAS format, in addition to the corresponding imagery. The project specific coordinate system will be used to calibrate the Mobile LiDAR data. For the purposes of this proposal, we are assuming VDF Airport Primary Control (PACS/SCACS) in US Survey Foot.

Additionally, Maser Consulting will develop survey design files utilizing NCCADD standards specified by the client in AutoCAD Civil 3D 2018. These design files will include the following geospatial information derived from the LIDAR dataset.

1. Provide a DTM file (*.DXF format) compatible for use with the computer program AutoCAD Civil 3D. All survey points shall have a descriptor identifying the shot as a pavement, edge of pavement, ground, ground at edge of pavement, etc.
2. Topographic survey design files of area identified above with 0.5-foot contours and all elevation shots. Files will show field survey information as described in each item.
3. Maser will provide this information to Northwest Surveying, for merging of additional survey data and in order for them to develop signed and sealed drawing sets.



In regard to anticipated scheduling of services, all final deliverables are needed within 30 consecutive calendar days, weather dependent and as long as we are provided adequate site access to perform all tasks.

ASSUMPTIONS AND EXCLUSIONS:

The following assumptions were made by Maser Consulting while preparing this proposal:

- Project limits are based on discussions and Exhibits provided by the client file delivered to Maser.
- Maser Consulting will be able to utilize a standard SUV vehicle within the project corridor for all mobile mapping and LiDAR operations.
- No Boundary Survey work is included in this proposal of work
- Only above ground utility features will be located.
- Northwest Surveying will locate/recover existing Airport Primary and Secondary Control Stations (PACS and SACS).
- All Horizontal controls will reference NAD 1983 (2011) State Plane Coordinate System.
- All Vertical controls will reference NAVD 1988.
- Control information will be provided to Maser Consulting as Primary control for utilization in data acquisition.
- Airfield runway pavements and Taxiway Connectors shall be surveyed in accordance with the Field Data Collection and Geographic Information System (GIS) Standards in FAA Advisory Circular 150/5300-18B – General Guidance and Specifications for submission of Aeronautical Surveys to NGS. Geo-referenced imagery is not required for this survey activity.

SCHEDULE OF FEES

Project Costs will serve as a not-to-exceed price for the work requested. Due to the timing of funding, the project will be broken into three packages:

Mobile LiDAR & Topographic Survey

Total Lump Sum Fee for Runway 5-23 Rehabilitation\$10,300.00



SECTION II – CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please initial each sheet, sign where indicated above in Section II, and return one signed copy to this office. Invoices are due within 45 days. This proposal is valid until September 31, 2019.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'M. Ehrhart', written over a horizontal line.

Michael Ehrhart, PSM
Geospatial Regional Manager, Cell: 239.994.5713

Airfield Marking Quality Assurance & Specification Review

AVCON, Inc. | Tampa Executive Airport
Runway 5-23 Rehabilitation



Introduction

Sightline, Inc. is a Disadvantaged Business Enterprise (DBE Certified) woman-owned consultant specializing in airfield pavement markings. We do not paint – our involvement in your projects will improve quality, safety, performance and life-cycle of the markings – adding value to your client’s project.



Scope of Work

1) Remote Tasks – Project Specification & Plan Review

Sightline will review marking specifications and plan drawings prior to construction. Recommendations will be delivered to AVCON, Inc. (Client), when appropriate.

2) On-Site Tasks – Quality Assurance

Sightline will provide on-site quality assurance in two separate mobilizations for temporary striping and permanent application to establish a baseline for quality, oversee airfield marking installation by striping contractor. The permanent marking application will include retroreflectivity testing.

Sightline will oversee the striping contractor to ensure specifications are met to include:

- 1) Verifying accurate marking layouts/placement of temporary markings.
- 2) Verifying surface is properly prepared for marking installation.
- 3) Collecting material certifications and retains.
- 4) Establishing a baseline for quality.
- 5) Continuously monitoring application quality.
- 6) Routinely quantifying/calculating material coverage rates.
- 7) Inspecting marking performance to include reflectivity analysis, in conformance with FAA AC 5370-10 and ASTM E1710, as modified for airports.

A final report will be delivered within 15 days of the Technician’s departure from the project site.

Cost Proposal

<u>Description</u>	<u>Unit Cost</u>	<u>Qty.</u>	<u>Ext.</u>
Task 1 – Plan/Spec Review	\$ 250/HR	4	\$ 1,000
Total Cost for Task 1			<u>\$ 1,000 LS</u>

Task 2 – QA Testing

2.1 Temporary Striping

Mobilization	\$ 2,400
Day 1 – Verification of Layouts & Surface Preparation	\$ 1,800
Day 2 – Calibration, Control Strip, Inspection	\$ 1,800

Cost for Task 2.1 **\$ 6,000**

2.2 Permanent Application

Mobilization	\$ 2,400
Day 1 – Calibration, Control Strip, Night Inspection	\$ 1,800
Day 2 – Permanent Application Inspection	\$ 1,800
Day 3 – Reflectivity Testing	\$ 1,800
Retro-Reflectometry Equipment	\$ 2,700

Cost for Task 2.2 **\$ 10,500**

Total Cost for Task 2 **\$ 16,500 LS**

Requirements

The requirements are as follows:

- 1) Client shall provide a point of contact for logistic support.
- 2) All coordination with the contractor will be by the Owner.
- 3) Client shall advise the applicators of Sightline's role in the project, and shall ensure cooperation by all parties to the greatest extent possible

Qualifications

Sightline, Inc. is a specialty consultant committed to improving airfield marking performance around the world. Owned and operated by Donna J. Speidel, we are based in Culpeper, Virginia. Our experts bring over 50 years of experience to this specialized field.

At its core, we are a training organization dedicated to educating the aviation industry about the proper methodology associated with designing and maintaining highly effective airport marking systems. From our knowledge base, we have developed services, including the Airfield Marking Assessment, Quality Control, and On-Site Training, to assist airports of every size realize safe, sustainable markings systems.

In 2006, we were awarded a research project to author a *Best Practices Airfield Marking Handbook* for the Innovative Pavement Research Foundation through a Cooperative Research Agreement with the Federal Aviation Administration (FAA). The manual, published in 2008, provides the industry with definitive guidance on the details of applying airfield markings properly.

The publishing of the Handbook has positioned us as the recognized authority on the subject. The Handbook is currently used as the course literature in Airfield Marking Symposiums; training courses we present around the world. We have had the honor of training the Part 139 airport safety certification inspectors at the FAA's recurrent training in 2010, and many FAA employees continue to use our experts as a resource for markings.

Our clients are airports of every size and the consulting engineers that serve them; some of them are the busiest airports in the world including ATL, LAX, DFW, DEN, CLT, JFK, SFO, BOS, etc. References to these and other organizations may be available upon request.



Acceptance of Proposal

On behalf of Client, I _____, an authorized representative of the organization, do hereby accept this proposal, including scope of work, associated fees and requirements, described herein.

Signature

Title

Date

Respectfully submitted,



Mike Speidel
Vice President
Sightline
(540) 272-3583
mike@sightline.us
www.sightline.us



August 28, 2019

Michael Coppage, P.E.
Project Manager - Airports
AVCON, INC.
8270 Woodland Center Blvd.
Tampa, Florida 33614

Subject: Proposal for Materials Testing
Hillsborough County Airport Authority - Tampa Executive Airport, Runway 5-23
MC² Proposal No. T041920.110_C

Dear Mr. Coppage:

MC Squared, Inc. (MC²) is pleased to submit our proposal for providing Materials Testing Services for the Hillsborough County Airport Authority – Tampa Executive Airport, Runway 5-23 project. This proposal contains our proposed scope of services, an estimate of the schedule to complete these services and the associated fees.

PROJECT AND SITE INFORMATION

Project information has been provided by Mr. Michael Coppage of AVCON, Inc. through verbal and e-mailed communications. Based on our understanding, the above referenced project consists of milling and overlaying Runway 5-23 and full depth reconstruction of the taxiway connectors E1, E2, E3, and E4. Electrical conduits are to be installed around the perimeter of Runway 5-23 and the taxiway connectors E1, E2, E3, and E4. Drainage improvements are also planned for the areas of construction including culverts beneath each taxiway connector. Relocation and reconstruction of the approach lighting (MALSR) towers may also be included. MC² has been requested to provide construction services and materials testing during the construction of the project.

PROPOSED SCOPE OF SERVICES

Field Services

The expected field services include monitoring, sampling, and testing of soil backfill materials, aggregate, concrete, and asphalt on the project.

Laboratory Testing

The laboratory testing services anticipated generally include, but are not limited to, soil classification, Limerock bearing ratios, modified proctors, grain size analysis, organic testing, bulk specific gravity of asphalt pavement cores, gyratory compaction and maximum specific gravity of asphaltic concrete, and compressive strength testing for concrete as necessary.

ESTIMATED FEE

Based on the provided information and logistics of this project MC² is providing a rough estimated fee of **\$89,582.40** for the above scope of services. Our fees will be billed in accordance with our unit rate schedule attached as Attachment A.

EXCLUSIONS

Based on the project information provided, we have assumed the following exclusions:

- Reconstruction and testing of the concrete box culvert beneath Runway 5-23 will not be required.
- Coring of the asphalt pavements is being provided by the contractor.

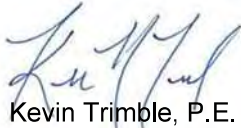
Therefore, construction services and materials testing for the above-mentioned items are not included in our scope of services for this project.

AUTHORIZATION

To authorize us to perform these services, we ask that you indicate acceptance to this proposal by your signature in the space provided herein below. Our work would be performed in general accordance with the Standard Agreement Provisions attached.

MC² appreciates being considered for this project and looks forward to working with you. Please do not hesitate to call us if you have any questions.

Sincerely,
MC Squared, Inc.



Kevin Trimble, P.E.
Construction Department Manager



Thomas Ali, P.E.
Vice President of Operations - Florida

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Address
Title	
Date	Attention

Attachments:

- A. Estimate for Professional Services
- B. Overhead Rates and Multiplier Sheet
- C. Standard Agreement Provisions

MC Squared, Inc.

Project Fee Proposal - AVCON, Inc. Team					
Runway 5-23 Rehabilitation					
HCAA Project Number 6700 20					
8/28/2019					
CONSTRUCTION MATERIALS TESTING SERVICES					
LABORATORY TESTING:	UNIT:	UNIT RATE:	QUANTITY:	ITEM COST:	
Limerock Bearing Ratio - <MC Squared, Inc.> (assume: 1 = base / 2 = sub-base)	Each	\$470.00	3		\$1,410.00
Modified Proctor - <MC Squared, Inc.> (assume: 1 = base / 3 = sub-base / 3 = trench backfill)	Each	\$150.00	7		\$1,050.00
Grain Size Analysis without Hydrometer - <MC Squared, Inc.> (assume: 1 = base / 3 = sub-base / 3 = trench backfill)	Each	\$105.00	7		\$735.00
Atterberg Limits - <MC Squared, Inc.> (assume: No Tests Required)	Each	\$121.00	0		\$0.00
Organic Content by Ignition Oven - <MC Squared, Inc.> (assume: 3 = trench backfill)	Each	\$50.00	3		\$150.00
Soil Classification - <MC Squared, Inc.> (assume: 1 = base / 3 = sub-base / 3 = trench backfill)	Each	\$33.00	7		\$231.00
Full Sieve Coarse & Fine Aggregates - <MC Squared, Inc.> (assume: 1 = base / 3 = sub-base / 3 = trench backfill)	Each	\$94.00	7		\$658.00
Compressive Strength of Concrete Cylinders - <MC Squared, Inc.> (assume: 20 sets of (5) 4"x8" cylinders)	Per Set	\$95.00	20		\$1,900.00
Additional Compressive Strength of Concrete Cylinders - <MC Squared, Inc.> (assume: No Tests Required)	Per Cylinder	\$19.00	0		\$0.00
Bulk Specific Gravity of Drilled Asphalt Cores - <MC Squared, Inc.> (assume: 8 tests per day at 800 Tons/day x 20 days)	Each	\$83.00	160		\$13,280.00
Gyratory Compacted Sample (per pill) (assume: 3 per day at 800 Tons/day x 20 days)	Each	\$200.00	60		\$12,000.00
Maximum Specific Gravity (Rice) - Gmm (assume: 1 tests per day at 800 Tons/day x 20 days)	Each	\$200.00	20		\$4,000.00
Marshall Stability & Flow (assume: No Tests Required)	Each	\$200.00	0		\$0.00
MISCELLANEOUS:					
Truck Use (assume: No Days)	Day	\$75.00	0		\$0.00
Monthly Truck Use (assume: 1 Truck/Employee)	Month	\$525.00	3		\$1,575.00
Coring Rig Mobilization (assume: 4 = base thickness)	Each	\$250.00	4		\$1,000.00
Asphalt Core (assume: Contractor will core asphalt pavement)	Per Core	\$150.00	0		\$0.00
Aggregate Core (assume: 8 cores = base thickness verification)	Per Core	\$55.00	8		\$440.00
			Subtotal		\$38,429.00

MC Squared, Inc.

Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
			177.41%	8.3%		
Winston Stewart	Chief Engineer	\$ 79.16	\$ 140.44	\$ 18.23	\$ 237.82	3.00
Kevin Trimble	Project Manager	\$ 43.42	\$ 77.03	\$ 10.00	\$ 130.45	3.00
Kevin Trimble	Project Engineer	\$ 43.42	\$ 77.03	\$ 10.00	\$ 130.45	3.00
Rick Serdynski	Lab Manager	\$ 29.53	\$ 52.39	\$ 6.80	\$ 88.72	3.00
Digby Gordon	Senior Field Engineer Technician	\$ 24.56	\$ 43.57	\$ 5.65	\$ 73.79	3.00
Niraj Khadka	Field Engineer Technician	\$ 24.15	\$ 42.84	\$ 5.56	\$ 72.56	3.00
Rob Oliveri	Field Engineer Technician	\$ 23.10	\$ 40.98	\$ 5.32	\$ 69.40	3.00
Bob Wiewiura	Field Engineer Technician	\$ 23.10	\$ 40.98	\$ 5.32	\$ 69.40	3.00
Sharon McGlasson	Clerical	\$ 21.84	\$ 38.75	\$ 5.03	\$ 65.62	3.00
Digby Gordon (overtime)	Senior Field Engineer Technician	\$ 36.84	\$ 65.36	\$ 10.22	\$ 112.42	3.05
Niraj Khadka (overtime)	Field Engineer Technician	\$ 36.23	\$ 64.27	\$ 10.05	\$ 110.54	3.05
Rob Oliveri (overtime)	Field Engineer Technician	\$ 34.65	\$ 61.47	\$ 9.61	\$ 105.73	3.05
Bob Wiewiura (overtime)	Field Engineer Technician	\$ 34.65	\$ 61.47	\$ 9.61	\$ 105.73	3.05

EXHIBIT B FEE ESTIMATE

Project Fee Proposal - AVCON, INC. - Summary Sheet														
Runway 5-23 (Package #1)														
HCAA Project Number 6700 20														
9/11/2019														
Basic Design Services		30%	60%	90%	100%	Total	Bid and	Construction	Total	DBE %	% DBE	% Construction		
Engineering & Preconstruction Services		Schematic	Design Dev.	Const. Docs	Bid Docs	Permitting	Award	Administration		of Fee	Goal	Cost		
	AVCON	\$ 143,741.94	\$ 102,074.92	\$ 102,702.01	\$ 45,626.63	\$ 4,981.05	\$ 399,126.54	\$ 12,069.28	\$ 118,590.44	\$ 529,786.25				
	ESA	\$ -	\$ 7,849.60	\$ -	\$ -	\$ 78,384.83	\$ 86,234.43	\$ 1,327.36	\$ -	\$ 87,561.79				
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
	Design Phase Sub Total	\$ 143,741.94	\$ 109,924.52	\$ 102,702.01	\$ 45,626.63	\$ 83,365.88	\$ 485,360.97	\$ 13,396.64	\$ 118,590.44	\$ 617,348.05				
Reimbursable Expenses														
DBE	Bolt Underwater - Culvert Inspection	\$ 2,063.83	\$ -	\$ -	\$ -	\$ -	\$ 2,063.83	\$ -	\$ 1,350.16	\$ 3,413.99	0.4%			
DBE	Madrid Engineering - Geotech	\$ 31,322.13	\$ 722.87	\$ -	\$ -	\$ -	\$ 32,045.00	\$ -	\$ -	\$ 32,045.00	3.9%			
DBE	Northwest Surveying - Survey	\$ 70,492.00	\$ -	\$ -	\$ -	\$ -	\$ 70,492.00	\$ -	\$ -	\$ 70,492.00	8.5%			
DBE	Sightline - Pavement Marking QA	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 16,500.00	\$ 17,500.00	2.1%			
DBE	MC Squared - Material Testing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 89,582.40	\$ 89,582.40	10.8%			
	Reimbursable Expenses Sub Total	\$ 103,877.96	\$ 722.87	\$ 1,000.00	\$ -	\$ -	\$ 105,600.83	\$ -	\$ 107,432.56	\$ 213,033.39				
Total Fee, Allowances, Reimbursable Expenses		\$ 247,619.90	\$ 110,647.39	\$ 103,702.01	\$ 45,626.63	\$ 83,365.88	\$ 590,961.80	\$ 13,396.64	\$ 226,023.00	\$ 830,381.44	25.7%	13.0%		

60% Design Fee

Project Fee Proposal - AVCON, INC. Team											
Runway 5-23 (Package #1)											
HCAA Project Number 6700 20											
9/11/2019											
Scope/Task		Principal	Sr. PM	Sr. Eng	Proj Eng	CAD Design	Admin				Total
		Hours	Hours	Hours	Hours	Hours	Hours				
Basic Design Services											
Task 2 - Design Development-60% (AVCON)											
2.1	Project Management	4	28				7				39
2.2	Drawing Preparation		16	120	260	260					656
2.3	Technical Specifications		8	24	16		24				72
2.4	Cost Estimate Development		4	12	32						48
2.5	Quality Control	4	32	16			16				68
2.6	Deliverable		2	4		8	12				26
2.7	60% Design Review Meeting		4	4			2				10
Subtotal Hours		8.00	94.00	180.00	308.00	268.00	61.00	-	-	-	919
Rate		\$ 80.77	\$ 80.77	\$ 47.02	\$ 29.17	\$ 25.24	\$ 31.44	\$ -	\$ -	\$ -	
Subtotal Direct Labor		\$ 646.16	\$ 7,592.38	\$ 8,463.60	\$ 8,984.36	\$ 6,764.32	\$1,917.84	\$ -	\$ -	\$ -	\$ 34,368.66
Subtotal Burdened Labor @			2.97								\$ 102,074.92

60% Design Fee

Project Fee Proposal - AVCON, INC. Team												
Runway 5-23 (Package #1)												
HCAA Project Number 6700 20												
9/11/2019												
Scope/Task		Envir PM	Sr Sci III	Sr Sci II	Sr Sci I	Sci III	Sci II	Sci I	Planner			Total
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
Basic Design Services												
Task 2 - Design Development-60% (ESA)												
2.1	Project Management											0
2.2	Drawing Preparation (Tree Clearing)	4	8			12						24
2.3	Technical Specifications (Tree Clearing)		8	4		12						24
2.4	Cost Estimate Development											0
2.5	Quality Control											0
2.6	Deliverable											0
2.7	60% Design Review Meeting											0
												0
												0
												0
												0
												0
												0
												0
Subtotal Hours		4.00	16.00	4.00	-	24.00	-	-	-	-	-	48
Rate		\$ 90.10	\$ 58.41	\$ 51.85	\$ 41.27	\$ 39.61	\$ 34.72	\$ 28.85	\$ 25.72	\$ -	\$ -	\$ -
Subtotal Direct Labor		\$ 360.40	\$ 934.56	\$ 207.40	\$ -	\$ 950.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,453.00
Subtotal Burdened Labor @			3.20									\$ 7,849.60

100% Design Fee

Project Fee Proposal - AVCON, INC. Team												
Runway 5-23 (Package #1)												
HCAA Project Number 6700 20												
9/11/2019												
Scope/Task		Principal Hours	Sr. PM Hours	Sr. Eng Hours	Proj Eng Hours	CAD Design Hours	Admin Hours				Total	
Basic Design Services												
Task 4 - Bid Documents-100% (AVCON)												
4.1	Project Management	2	16								18	
4.2	Drawing Preparation		4	24	40	48					116	
4.3	Technical Specifications and Front-End Document Assistance		8	20	12		24				64	
4.4	Engineer's Report		2	12			12				26	
4.5	Cost Estimate Development		4	8	20						32	
4.6	Quality Control	2	24	12			4				42	
4.7	Deliverable		2	4		8	12				26	
4.8	100% Design Review Meeting		4	4			2				10	
4.9	Issued for Bid Documents		2	2		8	8				20	
Subtotal Hours			4.00	66.00	86.00	72.00	64.00	62.00	-	-	-	354
Rate			\$ 80.77	\$ 80.77	\$ 47.02	\$ 29.17	\$ 25.24	\$ 31.44	\$ -	\$ -	\$ -	
Subtotal Direct Labor			\$ 323.08	\$ 5,330.82	\$ 4,043.72	\$ 2,100.24	\$ 1,615.36	\$1,949.28	\$ -	\$ -	\$ -	\$ 15,362.50
Subtotal Burdened Labor @				2.97								\$ 45,626.63

Construction Administration Fee

Project Fee Proposal - AVCON, INC. Team												
Runway 5-23 (Package #1)												
HCAA Project Number 6700 20												
9/11/2019												
Scope/Task			Principal	Sr. PM	Sr. Eng	Proj Eng	CAD Design	Admin				Total
Basic Design Services			Hours	Hours	Hours	Hours	Hours	Hours				
Task 7 - Construction Administration (AVCON)												
7.1	Project Management		8	40								48
7.2	Pre-Construction Conference			4	4			2				10
7.3	Construction Site Visit and Field Report (10 visits)			20	60			10				90
7.4	Weekly Construction Coordination Meetings (40 mtgs)			80	80	40		40				240
7.5	Shop Drawing Submittal Review and Approval				24	36		32				92
7.6	Responses to Contractor RFI's			8	32	48		32				120
7.7	Preparation of ESI's			4	20	40	48	8				120
7.8	Preparation of CCD's and CO's		2	8	16			4				30
7.9	Monthly Pay Application Approval			10								10
7.10	Substantial Completion Inspection			4	8	8		2				22
7.11	Final Completion Inspection		2	4	8	8		2				24
7.12	Record Drawings			2	8		40	8				58
Subtotal Hours			12.00	184.00	260.00	180.00	88.00	140.00	-	-	-	864
Rate			\$ 80.77	\$ 80.77	\$ 47.02	\$ 29.17	\$ 25.24	\$ 31.44	\$ -	\$ -	\$ -	
Subtotal Direct Labor			\$ 969.24	\$ 14,861.68	\$ 12,225.20	\$ 5,250.60	\$ 2,221.12	\$ 4,401.60	\$ -	\$ -	\$ -	\$ 39,929.44
Subtotal Burdened Labor @				2.97								\$ 118,590.44

Project Fee Proposal - AVCON, INC. Team												
Runway 5-23 (Package #1)												
HCAA Project Number 6700 20												
9/11/2019												
Scope/Task			Envir PM	Sr Sci III	Sr Sci II	Sr Sci I	Sci III	Sci II	Sci I	Planner	0%	Total
Basic Design Services			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task 7 - Construction Administration (ESA)												
7.1	Project Management											0
7.2	Pre-Construction Conference											0
7.3	Construction Site Visit and Field Report											0
7.4	Weekly Construction Coordination Meetings											0
7.5	Shop Drawing Submittal Review and Approval											0
7.6	Responses to Contractor RFI's											0
7.7	Preparation of ESI's											0
7.8	Preparation of CCD's and CO's											0
7.9	Monthly Pay Application Approval											0
7.10	Substantial Completion Inspection											0
7.11	Final Completion Inspection											0
7.12	Record Drawings											0
Subtotal Hours			-	-	-	-	-	-	-	-	-	0
Rate			\$ 90.10	\$ 58.41	\$ 51.85	\$ 41.27	\$ 39.61	\$ 34.72	\$ 28.85	\$ 25.72	\$ -	

SCOPE OF SERVICES FOR

Professional Engineering Services For Taxiway E Rehabilitation

HCAA Project Number: 6700 20

Tampa Executive Airport (VDF)

AVCON, INC.

A. Project Description

Taxiway E serves as a full-length parallel taxiway to Runway 5-23 at Tampa Executive Airport (VDF). Taxiway E were constructed in the late 1990's (1998/1999) and has exceeded its 20-year design life. With the PCI value just now hitting the threshold (65) for pavement rehabilitation, the existing pavement has held up extremely well for its age. The asphalt distresses present on Taxiway E are primarily age and environmental related. The observed asphalt pavement distresses included low and medium-severity block cracking, longitudinal and transverse cracks, and low and medium-severity weathering and raveling. These pavement distresses are causing raveling of the asphalt surface, which is creating an increased risk of FOD.

This project includes asphalt milling and an asphalt overlay for Taxiway E and offers the Airport an opportunity to not only address the rehabilitation of the asphalt pavement, but to also upgrade the taxiway edge lighting, while minimizing the time-sensitive taxiway closures.

B. Project Team

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

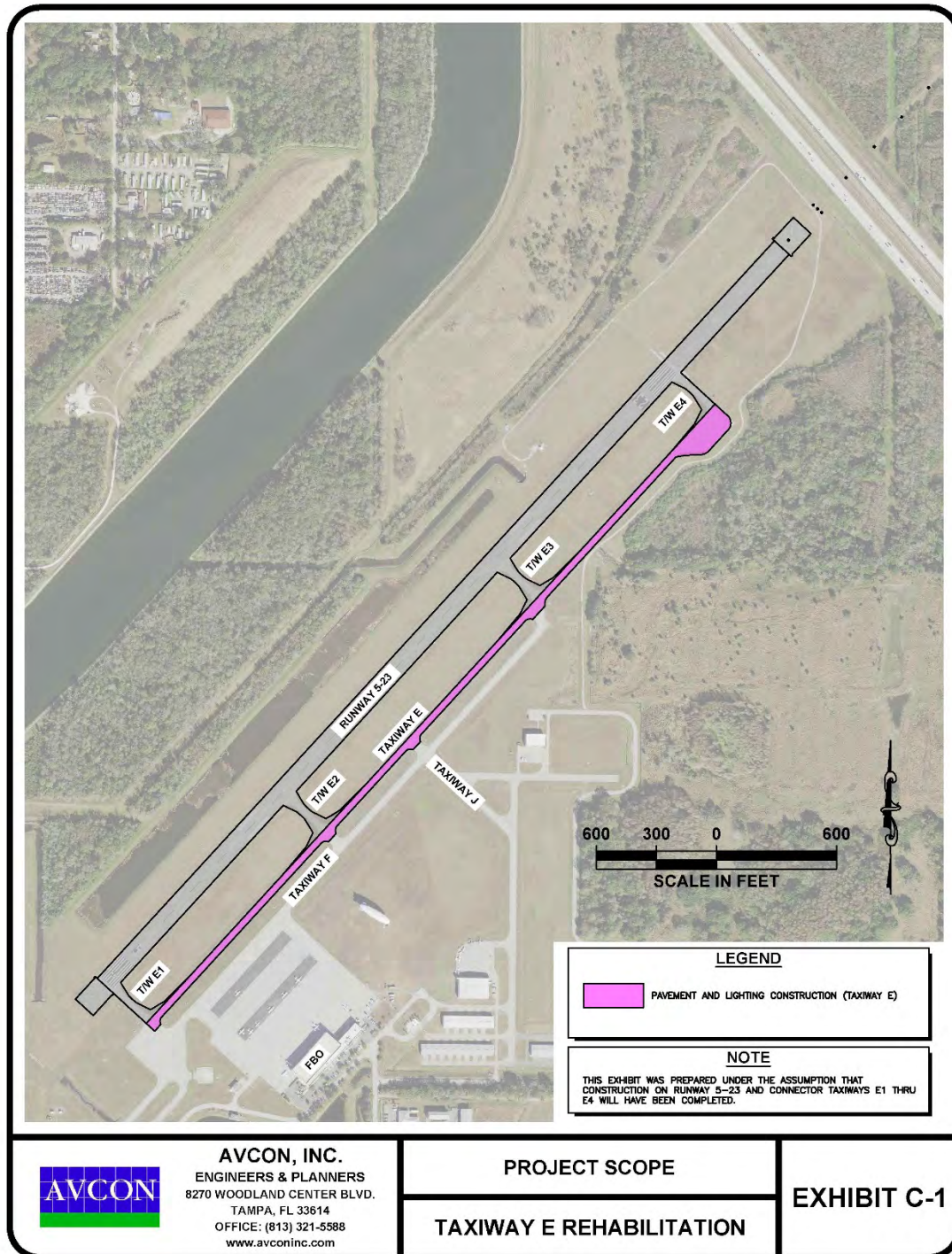
- **AVCON** – Project Management, Airfield Engineering, Airfield Lighting Design, Cost Estimating, Scheduling, Construction Administration
- **Northwest Surveying** – Topographical Surveying
- **Madrid Engineering** – Geotechnical Engineering
- **MC Squared** – Construction Materials Testing

C. Project Scope, Design Assumptions, and Limits of Work

Exhibit C-1 shows the limits of work and project scope elements. During design, the project scope may have to be modified due to budget limitations. The currently anticipated Taxiway E Rehabilitation package includes:

- Pavement rehab for Taxiway E
- Replacement of the Taxiway E edge lights and guidance signs
- Replacement of Taxiway E circuit CCR

A more detailed description of the project scope elements and design assumptions is presented in the following sections:



PAVEMENT EVALUATION

A preliminary visual inspection of the pavement will be conducted by AVCON prior to the survey and geotechnical investigation. Based on the findings of the inspection and investigations, several rehabilitation alternatives will be proposed, analyzed, and compared for effectiveness in addressing the pavement distresses, initial construction cost, life-cycle cost, and sustainability.

Strengthening of the Taxiway E pavement is not anticipated. It is expected that the rehabilitation of Taxiway E surfaces can be milled and resurfaced. To confirm the record drawings and validate the APMS, pavement cores and borings will be taken to verify existing pavement section, evaluate causes of pavement distresses, and assess ground water conditions.

ASPHALT SURFACE REHABILITATION

Pending the results of the pavement evaluation, the following rehabilitation alternatives will be considered:

- i. Full Depth Reclamation
- ii. Nominal Mill and Overlay (1/2-inch to 1-inch mill)
- iii. Full Depth Mill and Overlay (2-inch to 2 1/2-inch mill)

Each of the rehabilitation alternatives will need to address the pavement distresses, correct any grading deficiencies, and meet the FAA minimum requirements for asphalt surface course (3 to 4-inch of HMA P401 (Gyratory Compaction)). The design will also evaluate the existing shoulder drop off to re-establish pavement edge drainage.

GEOMETRY DESIGN

Using the aircraft fleet mix and runway utilization distribution data from the FDOT Statewide Pavement Condition Number (PCN) Evaluation Report, AVCON determined that Taxiway E and the associated connector taxiways would be classified as a Taxiway Design Group 2 (TDG 2) under the new FAA guidance. Applying the new criteria to the existing Taxiway E1, E2, E3, and E4 geometry confirms that the existing taxiway connector geometry does not meet the FAA's requirements. The geometry changes for each of the Taxiway connectors will be addressed during the Runway 5-23 Rehabilitation project and are not included in this scope of work.

AIRFIELD LIGHTING AND SIGNAGE

AVCON will evaluate and adjust the edge spacing of the taxiway edge lights as needed to meet the current FAA requirements.

AVCON will evaluate the condition of the existing edge light cans and sign pads to determine whether they can be reused. The existing quartz taxiway edge lights will be replaced with light emitting diode (LED) fixtures, along with new transformers and cabling.

The condition of the airfield signs supports a full replacement as well. AVCON will recommend equipping the Taxiway E circuits with field lightning arrestors, which have demonstrated their value on other airfield electrical systems around the State by reducing lightning strike related damage. Proposed airfield lighting system upgrades would include:

Taxiway E

- Evaluate and adjust (as needed) edge light spacing to meet current FAA requirements
- New LED Medium Intensity Taxiway Light (MITL) system cans and conduit system
- New LED Taxiway Guidance Signs, Size 1

Electrical System

- Assess Airfield Lighting Constant Current Regulator (CCR) sizes and replace regulators to accommodate revised loads. Currently there is one CCR for the Taxiway C, D, E, and F lighting circuits. Consideration will be given to separating circuits C & D from E & F to allow for more operational flexibility.
- New CCR's shall be Ferro-resonant due to the higher operating efficiency and lower loads applied to these regulators with the implementation of LED fixtures.
- L-823 Superkit or Complete Kit connectors shall be specified to be used for all airfield lighting cable terminations. L-823 connectors shall be installed in each cable connecting to a L-830 lighting transformer, lighting fixture, sign, etc. A L-823 connector shall only be installed where connections to devices are made.
- All associated L-824 cables shall be replaced, including the homeruns to the Airfield Lighting Vault.
- All L-824 cables shall be identified with an 18-gauge, 2" diameter stainless steel ID tag stamped with its respective circuit/loop number at all accessible locations and colored tape per Tampa criteria to identify the circuit type.
- Junction can plazas shall be used for all airfield lighting circuits. The can plaza system isolates the series circuits from collateral damage. The use of a junction can plaza, in lieu of a manhole, also mitigates the need for airport personnel to be exposed to the hazards associated with entering a confined space.

D. SCOPE OF PROFESSIONAL SERVICES

1) Schematic Design (30%)

- 1.1 **Project Management** – Project Management will include the development of a Project Control Plan (Work Plan), which includes scope, schedule, and budget controls. AVCON will then use these tools to track the schedule, monitor budgets, and document progress during the design of the project. Project management will also include direct client coordination, project status/schedule updates, and general contract management.

- 1.2 **Project Kick-Off Meeting** – AVCON will prepare for and attend one (1) project kick-off meeting with the Authority and the design team to review project design goals, schedule, administrative procedures, safety requirements, and to address any questions related to the project. AVCON will provide meeting minutes and distribute to all attendees.
- 1.3 **Data Collection and Review** – AVCON will collect, review, compile, and summarize all existing data pertaining to the project. The Authority will provide AVCON will all available documentation, such as as-builts, survey data, record drawings, permits, reports, and test results. The information will be reviewed, and design assumptions will be validated. Any potential deviations from the scope of work will immediately be brought to the Authority's attention.
- 1.4 **Preliminary Site Visit / Visual Inspection** – AVCON will conduct a site investigation and visual inspection of the taxiway pavement, airfield electrical systems, and surrounding environment to validate existing as-built/record drawing information and to better understand the physical site conditions and constraints. Any potential deviations from the scope will immediately be brought to the Authority's attention. A technical memo will be provided summarizing the results of the preliminary site visit and visual inspection.
- 1.5 **Conduct Site Investigations** – AVCON will coordinate with the specialty team members, which include the Surveyor and the Geotechnical Engineer. Efforts will include developing subcontract agreements, coordinating technical requirements and project goals, and location diagrams. AVCON will also coordinate with the Airport on access and potential operational impacts associated with the site investigations.
 - 1.5.1 Geotechnical Investigation - AVCON's Teammate, Madrid Engineering, will complete the field work and testing. Refer to the attached scope of work.
 - 1.5.2 Topographic Survey – AVCON's Teammate, Northwest Surveying, will complete the field work and development of base files. Refer to the attached scope of work.
- 1.6 **Review of Site Investigation Reports/Data** – Review and incorporate data into 30% design documents
- 1.7 **Pavement Design** – Define pavement design parameters and proposed pavement design methodologies. Develop the pavement design based on existing soils and materials conditions and consideration of the loading of the design aircraft. Assess the most technically and economically appropriate alternative for the pavement rehabilitation. Coordinate the results and analysis with the Authority.

- 1.8 **Drawing Preparation** – Drawings will be prepared in an 11” x 17” PDF format only and the submittal will be made electronically to HCAA Record Management. Drawings prepared in this phase include, but are not limited to:

Anticipated Project Sheets

Cover Sheet

Summary of Quantities

General Notes

Contract Layout Plan (Site Plan)

Horizontal and Vertical Control

Project Construction Haul Route and Staging Plan

Construction Safety and Phasing Notes

Construction Safety Phasing Plans

Demolition Plans

Geometry Plans

Airfield Lighting Plans

- 1.9 **Construction Safety and Phasing Plan (CSPP)** – AVCON will prepare the outline CSPP. This document will be submitted to the Authority and the FAA and serve as the basis for the final CSPP. It is not anticipated that a Safety Risk Management panel will be required for this project and participating in the SRM process is not included in this scope of work.
- 1.10 **Technical Specifications** – AVCON will prepare an outline of technical specification needed for the project. Specifications will follow FAA format using unit cost where applicable.
- 1.11 **Engineer’s Report** – AVCON will prepare a draft engineer’s report, which will include a discussion of design criteria, standards, test results, design methodology, construction sequencing, etc. This report will include data/reports from the various site investigations and direction and/or decisions provided by the Authority in previous meetings/discussions.
- 1.12 **Cost Estimate Development** – AVCON will determine project quantities for all items of work and develop a project construction cost estimate which will accompany the design submittal and will be commensurate with the level of detail included in the submittal. The estimate will validate the current PMP budget established by the Authority and will include contingencies as appropriate for the level of design accomplished. At this phase of design, the estimate will carry a 20% contingency. The estimate will include the Owner’s Allowance as necessary.
- 1.13 **Quality Control** – AVCON will develop a QA/QC Management Plan specific to this project, which will be submitted to the Authority prior to the start of design. AVCON will conduct internal quality control reviews of all elements of the submittal in advance of the formal submittal to the Authority and in accordance

with the QA/QC Management Plan. Copies of all quality control documentation, including mark-ups, will accompany the design submittal.

- 1.14 **Deliverable** – AVCON will package and deliver the following to the Authority at the completion of the 30% design. All documents will be submitted electronically:
- 11"x17" plans
 - Outline of technical specifications
 - 30% Engineer's Report
 - Outline of CSPP
 - 30% Engineer's Opinion of Probable Costs
 - Quality Control Review documentation
- 1.15 **30% Design Review Meeting** – AVCON will participate in one review meeting at the HCAA offices to review the submittal made as part of this design phase with the Authority's staff. AVCON will be prepared to fully discuss each element of the submittal to make the necessary decisions to advance the design with the next phase of the project. AVCON will provide minutes of the meeting and will distribute to all attendees.

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

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

- 2.1 **Project Management** – Project Management will include tracking the schedule, monitoring budgets, and documenting progress during the design of the project. Project management will also include direct client coordination, project status/schedule updates, and general contract management.
- 2.2 **Drawing Preparation** – Drawings prepared under the 30% phase will be refined and expanded to the 60% level. Drawings prepared in this phase include, but are not limited to:

Anticipated Project Sheets

Cover Sheet
 Summary of Quantities
 General Notes
 Contract Layout Plan (Site Plan)

Horizontal and Vertical Control
Project Construction Haul Route and Staging Plan
Construction Safety and Phasing Notes
Construction Safety Phasing Plans
Demolition Plans
Geometry Plans
Paving Plans
Typical Sections
Grading Plans
Marking Plans and Details
Airfield Lighting Plans
Airfield Lighting Details

- 2.3 **Technical Specifications** – AVCON will prepare 60% technical specifications. Specifications will follow FAA format using unit cost where applicable. All technical specifications shall conform to the latest FAA Advisory Circular. Changes to the specifications that do not warrant an FAA Modification of Standards (MOS) will be identified by strike-through and bold-italic text. This task will include submitting a request to the FAA for Modifications of Standards (MOS), if required.
- 2.4 **Cost Estimate Development** – AVCON will determine project quantities for all items of work and develop a project construction cost estimate which will accompany the design submittal and will be commensurate with the level of detail included in the submittal. The estimate will validate the current PMP budget established by the Authority and will include contingencies as appropriate for the level of design accomplished. At this phase of design, the estimate will carry a 10% contingency. The estimate will include the Owner’s Allowance as necessary.
- 2.5 **Quality Control** – AVCON will develop a QA/QC Management Plan specific to this project, which will be submitted to the Authority prior to the start of design. AVCON will conduct internal quality control reviews of all elements of the submittal in advance of the formal submittal to the Authority and in accordance with the QA/QC Management Plan. Copies of all quality control documentation, including mark-ups, will accompany the design submittal.
- 2.6 **Deliverable** – AVCON will package and deliver the following to the Authority at the completion of the 60% design. All documents will be submitted electronically:
- 11”x17” plans
 - Technical specifications
 - 60% Engineer’s Report
 - 60% Engineer’s Opinion of Probable Costs
 - Quality Control Review documentation

- 2.7 **60% Design Review Meeting** – AVCON will participate in one review meeting at the HCAA offices to review the submittal made as part of this design phase with the Authority's staff. AVCON will be prepared to fully discuss each element of the submittal to make the necessary decisions to advance the design with the next phase of the project. AVCON will provide minutes of the meeting and will distribute to all attendees.

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

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

- 3.1 **Project Management** – Project Management will include tracking the schedule, monitoring budgets, and documenting progress during the design of the project. Project management will also include direct client coordination, project status/schedule updates, and general contract management.
- 3.2 **Drawing Preparation** – Drawings prepared under the 60% phase will be refined and expanded to the 90% level. Drawings prepared in this phase include, but are not limited to:

Anticipated Project Sheets

Cover Sheet
 Summary of Quantities
 General Notes
 Contract Layout Plan (Site Plan)
 Horizontal and Vertical Control
 Project Construction Haul Route and Staging Plan
 Construction Safety and Phasing Notes
 Construction Safety Phasing Plans
 Demolition Plans
 Geometry Plans
 Paving Plans
 Typical Sections
 Grading Plans
 Marking Plans and Details
 Airfield Lighting Plans
 Airfield Lighting Details

- 3.3 **Technical Specifications** – AVCON will prepare 90% technical specifications. Specifications will follow FAA format using unit cost where applicable. All technical specifications shall conform to the latest FAA Advisory Circular. Changes to the specifications that do not warrant an FAA Modification of Standards (MOS) will be identified by strike-through and bold-italic text. The task will include coordinating with the FAA for Modifications of Standards (MOS), if required.
- 3.4 **Engineer's Report** – AVCON will update the draft engineer's report based on direction and/or decisions provided by the Authority in previous meetings/discussions.
- 3.5 **Construction Safety and Phasing Plan (CSPP)** – AVCON will prepare the final CSPP. AVCON will coordinate the project construction phasing and sequencing plan with the Authority and affected stakeholders. This document will supplement the technical specifications and serve as a guide for the selected Contractor when preparing the Safety Plan Compliance Document (SPCD). AVCON will submit (through the Authority) the final CSPP to the FAA.
- 3.6 **Cost Estimate Development** – AVCON will determine project quantities for all items of work and develop a project construction cost estimate which will accompany the design submittal and will be commensurate with the level of detail included in the submittal. The estimate will validate the current PMP budget established by the Authority and will include contingencies as appropriate for the level of design accomplished. At this phase of design, the estimate will carry a 5% contingency. The estimate will include the Owner's Allowance as necessary. As part of the 90% Cost Estimating process, AVCON will provide HCAA with potential DBE construction percentages for use in the determination of DBE project goals.
- 3.7 **Quality Control** – AVCON will develop a QA/QC Management Plan specific to this project, which will be submitted to the Authority prior to the start of design. AVCON will conduct internal quality control reviews of all elements of the submittal in advance of the formal submittal to the Authority and in accordance with the QA/QC Management Plan. Copies of all quality control documentation, including mark-ups, will accompany the design submittal.
- 3.8 **Deliverable** – AVCON will package and deliver the following to the Authority at the completion of the 90% design. All documents will be submitted electronically:
- 11"x17" plans
 - Technical specifications
 - 90% Engineer's Report
 - 90% Engineer's Opinion of Probable Costs
 - Final CSPP
 - DBE Construction Percentages
 - Quality Control Review documentation

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

4) **Bid Documents (100%)**

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

- 4.1 **Project Management** – Project Management will include tracking the schedule, monitoring budgets, and documenting progress during the design of the project. Project management will also include direct client coordination, project status/schedule updates, and general contract management.
- 4.2 **Drawing Preparation** – Drawings prepared under the 90% phase will be refined and finalized for bidding. Drawings prepared in this phase include, but are not limited to:

Anticipated Project Sheets

Cover Sheet

Summary of Quantities

General Notes

Contract Layout Plan (Site Plan)

Horizontal and Vertical Control

Project Construction Haul Route and Staging Plan

Construction Safety and Phasing Notes

Construction Safety Phasing Plans

Demolition Plans

Geometry Plans

Paving Plans

Typical Sections

Grading Plans

Marking Plans and Details

Airfield Lighting Plans

Airfield Lighting Details

- 4.3 **Technical Specifications and Front-End Document Assistance** – AVCON will prepare the final technical specifications and assist the Authority with preparing the front-end documents and bid advertisement. This includes, but is not limited

to, a project description, anticipated construction duration, index of drawings, list of technical specifications, and list of anticipated sub-contractors.

- 4.4 **Engineer's Report** – As part of the final bid documents phase, an engineer's report will be submitted to the Authority. The report will be a continuation of the report started during the Schematic Design phase and updated during the Construction Document phase.
- 4.5 **Cost Estimate Development** – AVCON will finalize the project cost estimate with all contingencies removed. The estimate will include the final Owner's Allowance.
- 4.6 **Quality Control** – AVCON will develop a QA/QC Management Plan specific to this project, which will be submitted to the Authority prior to the start of design. AVCON will conduct internal quality control reviews of all elements of the submittal in advance of the formal submittal to the Authority and in accordance with the QA/QC Management Plan. Copies of all quality control documentation, including mark-ups, will accompany the design submittal.
- 4.7 **Deliverable** – AVCON will package and deliver the following to the Authority at the completion of the 90% design. All documents will be submitted electronically:
- 11"x17" plans
 - Technical specifications
 - 100% Engineer's Report
 - 100% Engineer's Opinion of Probable Costs
 - Quality Control Review documentation
- 4.8 **100% Design Review Meeting** – AVCON will participate in one review meeting at the HCAA offices to review the submittal made as part of this design phase with the Authority's staff. AVCON will be prepared to fully discuss each element of the submittal to make the necessary decisions to complete the design. AVCON will provide minutes of the meeting and will distribute to all attendees.
- 4.9 **Issued for Bid Documents** – Final plan drawings and technical specifications will be developed to include a complete level of design for the Issued for Bid Documents. Comments received as part of the 100% Design Review Meeting will be addressed and incorporated as necessary. PDF copies of both the plan drawings (11" x 17") and technical specifications will be provided to the Authority for incorporation into the final Issued for Bid set.

5) **Bid and Award**

- 5.1 **Pre-Bid Meeting and Site Visit** – AVCON shall assist the Authority with preparation of a presentation for use during the Pre-Bid Meeting. AVCON will also attend and participate in the pre-bid meeting at the Airport, which may include a site visit. In

accordance with Authority procedures, no formal meeting minutes will be distributed.

- 5.2 **Bidder Questions** – AVCON shall respond to questions from plan holders, via the Authority, related to the Bid Documents. Questions which require clarification or additional information will be transmitted to all plan holders formally via the addendum process.
- 5.3 **Preparation of Addenda** – AVCON shall assist the Authority with preparation of all required technical related addenda to revise plans and specifications and/or respond to questions in order to provide necessary clarification or to correct discrepancies. The Authority shall issue all addenda.
- 5.4 **Bid Tabulation and Recommendation of Award** – AVCON shall develop a tabulation of all bids received and conduct an evaluation, which will check for correctness of the bid schedule and identify the low bidder. Upon completion of the evaluation process, AVCON shall make a written recommendation of award to the Authority.
- 5.5 **Preparation of Conformed Documents** – AVCON shall incorporate all addendum information into the plans and technical specifications to prepare a conformed set of documents. PDF copies of both the plan drawings (11" x 17") and technical specifications will be provided to the Authority for incorporation into the final Conformed Documents set. Additionally, AutoCAD files for the plan drawings and Word files for the technical specifications will be provided to the Authority. In accordance with Authority procedures, the comprehensive set of Conformed Documents, including front-end specifications, will be compiled and issued to the Contractor by the Authority.

6) Construction Administration

- 6.1 **Project Management** – Project Management will include tracking the schedule, monitoring budgets, and documenting progress during the construction administration of the project. Project management will also include direct client coordination, project status/schedule updates, and general contract management.
- 6.2 **Pre-Construction Conference** – AVCON will attend and participate in a Pre-Construction Conference at the Airport, record the minutes of the conference, and distribute the minutes to the Authority's authorized representative, conference attendees, and other interested parties.
- 6.3 **Construction Site Visit and Field Report** – AVCON will conduct periodic site visits to the construction site to observe and familiarize themselves generally with the progress and quality of the work and to determine if the work is generally

proceeding in accordance with the contract documents and the contractor's construction schedule. See the Project Fee Estimate for the number of visits. To avoid misunderstandings or questions, AVCON understands and agrees that the Authority shall have the responsibility for the general management of the construction contract. Accordingly, AVCON shall not have the authority or responsibility to issue direct instructions to the contractor, to reject work done by the contractor, or to require special inspections and/or tests. AVCON, however, will provide continuing counsel to the Authority's authorized representative throughout the construction of the Project.

- 6.4 **Weekly Construction Coordination Meetings** – AVCON shall attend weekly construction progress meetings and prepare meeting minutes. See the Project Fee Spreadsheet for the number of meetings.
- 6.5 **Shop Drawing Submittal Review and Approval** – AVCON shall review and approve or take other appropriate action upon shop drawings, samples, and other submissions furnished by the contractor and submitted to AVCON. AVCON will maintain a log of all contractor submittals which shall include the submittal date, the action taken, and the date returned.
- 6.6 **Responses to Contractor RFI's** – AVCON will provide prompt responses to all technical related requests for information (RFI's).
- 6.7 **Preparation of ESI's** – AVCON will prepare engineer's supplemental instructions (ESI's) to provide clarification or additional information with regards to elements included in the contract documents as necessary to complete the project.
- 6.8 **Preparation of CCD's and CO's** – AVCON will assist the Authority in preparing routine construction change directives and change orders as required. AVCON shall provide design clarification and recommendations to assist the Authority in resolving field problems related to the construction. AVCON shall evaluate contractor change and cost proposals and substitutions and recommend to the Authority to either approve or disapprove the contractor's proposal or substitution.
- 6.9 **Monthly Pay Application Approval** – AVCON will verify quantities of work performed and quantities of materials in place and sign-off on monthly pay applications.
- 6.10 **Substantial Completion Inspection** – AVCON will perform, together with the Authority's authorized representative, one initial inspection to determine if the project has been completed in accordance with the contract documents and if the contractor has fulfilled all its obligations. AVCON will assist the Authority in the preparation of a punch list based on the inspection.

- 6.11 **Final Completion Inspection** – AVCON will perform, together with the Authority’s authorized representative, one final inspection to determine if the project has been completed in accordance with the contract documents and if the contractor has fulfilled all its obligations for issuance of final acceptance by the Authority including completion of punch list work.
- 6.12 **Record Drawings** – AVCON will provide one set of “Record Drawings”, along with PDF and AutoCAD files, which shall become the property of the Authority. The Conformed Documents will be corrected to show significant changes made in the work during construction of the project. Such corrections shall be based upon “as-built” prints, drawings, surveys, field sketches, and other data furnished to AVCON by the Authority and/or Contractor.

E. DESIGN DELIVERABLES

The anticipated deliverables are listed below:

- ❖ Kick-off Meeting Minutes
- ❖ Schematic Design (30%) Submittal, Cost Estimate, and QC Documentation
- ❖ Schematic Design (30%) Review Meeting Minutes
- ❖ Design Development (60%) Submittal, Cost Estimate, and QC Documentation
- ❖ Design Development (60%) Review Meeting Minutes
- ❖ Construction Documents (90%) Submittal, Cost Estimate, and QC Documentation
- ❖ Construction Documents (90%) Review Meeting Minutes
- ❖ Bid Documents (100%) Submittal, Cost Estimate, and QC Documentation
- ❖ Bid Documents (100%) Review Meeting Minutes
- ❖ Issued for Bid Documents – plans and specifications
- ❖ Initial and Final Construction Safety and Phasing Plan (CSPP)
- ❖ Bid Tabulation and Recommendation of Award
- ❖ Conformed Documents
- ❖ Pre-Construction Conference Meeting Minutes
- ❖ Construction Progress Meeting Minutes
- ❖ Record Drawings

F. TRAVEL REQUIREMENTS

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

G. SUSTAINABILITY

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

H. PROJECT SCHEDULE

A preliminary schedule has been developed for the Taxiway E Rehab project. A summary of milestone dates is provided below.

Milestone	Date
NTP for Design	October 5, 2020
30% Submittal	December 1, 2020
60% Submittal	January 19, 2021
90% Submittal	February 16, 2021
100% Submittal	March 17, 2021
Issued for Bid Documents	March 24, 2021
Pre-Bid Meeting	TBD
Bid Opening	May 12, 2021
NTP for Construction	September 6, 2021
Final Completion and Acceptance	February 18, 2022
Project Closeout	March 4, 2022

I. PROJECT FEE

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

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

SCOPE OF SERVICES FOR

**Professional Engineering Services For
Taxiway E Rehabilitation
HCAA Project Number: 6700 20**

Tampa Executive Airport (VDF)

AVCON, INC.

SUBCONSULTANT SCOPE OF WORK



Revised Cost Estimate Proposal

Attention:	Mr. Michael Coppage	Date Estimated:	Revised September 10, 2019
Client:	AVCON	Estimated By:	Kevin Hill/John Delashaw
Phone:	813-321-5588/727-902-3938c	Proposal No.:	14157b
Email:	mcoppage@avconinc.com	Project:	VDF Airport Taxiway E
		Location:	Tampa Exec Airport, Tampa, FL

Madrid Engineering Group, Inc. (Madrid) has been requested to provide an estimate for a geotechnical exploration and evaluation for proposed Taxiway E improvements at the Tampa Executive Airport in Tampa, Florida. The purpose of the exploration is to collect subsurface soil information in order to provide data and geotechnical recommendations and soil parameters for the proposed design and construction. The scope provided is consistent with that requested in your September 9, 2019 email. A final report with a summary of the exploration including a discussion of subsurface conditions, boring profiles, laboratory test results, and geotechnical evaluation with general geotechnical recommendations and soil parameters will be provided. Madrid proposes the following scope of work (see previously provided information for detailed breakdown of Fee Estimates):

Taxiway E - Scope of Work:

Task 1 – Field Services

- Utility locates via Sunshine One Call (required 3 days prior to the field work);
- Mobilization to the site (all testing to be performed at the locations shown on your Drawing Fig 2);
- Six (6) SPT borings to a depth of 10 feet with a standard truck or track rig;
- Nine (9) AC Pavement cores with base and subgrade depth check and hand auger to 5 ft bgs;
- Nine (9) field determinations of CBR alternating on either base or subgrade soils encountered in the pavement cores using Dual Mass CPT;
- Three (3) test pits for sample collection for laboratory CBR testing of existing soils;
- One (1) test pit for estimate SHWT and collection of Shelby tube sample for soil density and void ratio determination;

Task 2 – Lab Testing

- Classification and laboratory testing (as needed) on soils from the borings;
- Specialty lab testing including CBR and Direct Shear on remolded samples;

Task 3 – Professional Services

- Review of reported seasonal high water table (SHWT) and soil map units from NRCS Soil Survey;
- Provide two (2) original hard copies of the report signed and sealed by a registered professional geotechnical engineer and a PDF copy which will include:
 - A brief summary of NRCS soil survey including published seasonal high groundwater data
 - Summary of laboratory testing and soil characterization including boring logs/profiles

- CAD Figures
- General geotechnical recommendations for pavements, shallow foundations (i.e. bearing capacity, sizing, embedment and settlement) and/or pole foundations (soil parameters if needed)
- General earthwork recommendations, including fill and compaction requirements (for shallow foundations and new pavement areas)

Proposed Fees for Taxiway E:	Field:	\$ 4,740
	Lab:	\$ 2,895
	Prof Services:	\$ 4,278
	REVISED TOTAL:	\$11,913 Lump Sum

Services Not Included in Scope of Work

- Survey of boring locations by Madrid (stakes may be left at boring locations for later survey if desired)
- Delineation of any deleterious materials encountered
- Construction Documents and Specifications
- Design/engineering services other than those described herein
- Evaluation of subsurface conditions in other areas of the site other than those described herein
- Construction monitoring (QA/QC) or materials testing (CMT)
- Evaluation of sinkhole activity

Madrid requests an AutoCAD drawing of the site plans including topography, if available. The proposal assumes no permits or significant security/access delays (no more than 2 to 3 crew hours) are required to complete the field work. Borings will be located by handheld GPS. This proposal is valid for 90 days from the date estimated. Project will be billed LUMP SUM based on the scope provided. It is anticipated that field services will take up to 2 business days to complete. We anticipate beginning the field work approximately 1 to 2 weeks after receiving the authorization to proceed with a final report summarizing our findings complete approximately 3 to 4 weeks following completion of the field work. No additional work shall be completed without the client's prior approval. Should any additional work be required (such as additional drilling depth or delineation of deleterious materials based on findings), it will be billed at the rates provided and/or our standard unit rates. Please refer to Madrid project number 14157b on all correspondence. If this proposal meets your approval, please sign in the space provided for Authorization to Proceed or provide a Purchase/Task Order and email a copy to our office. Should you have any questions or comments, please feel free to contact us.

Madrid Engineering Group, Inc.



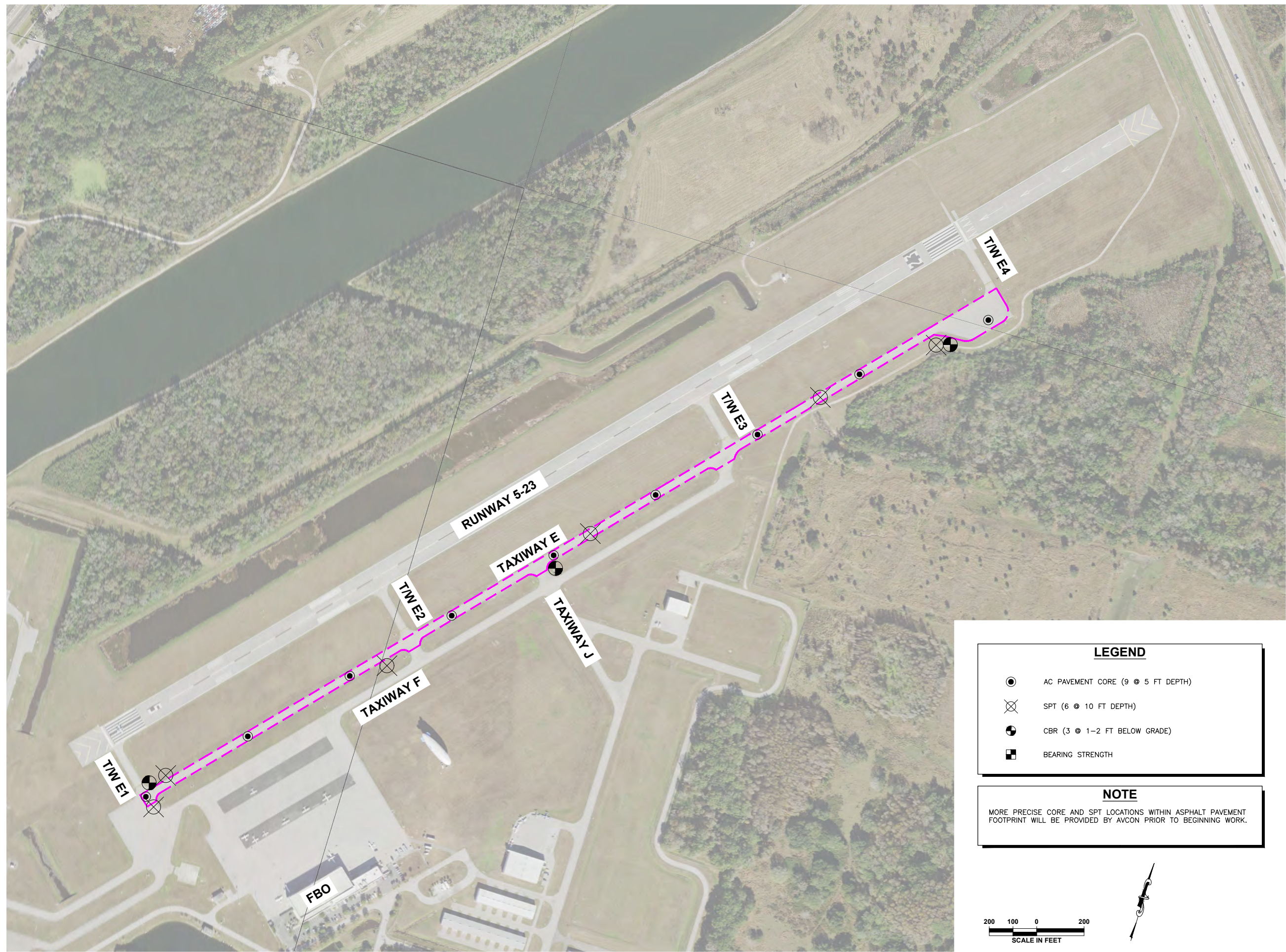
John Delashaw, P.E.
Vice President

AUTHORIZATION TO PROCEED





Signature

Date

XREFS: x:\DFcGeom_RW.dwg x:\DFcGeom_Survey.dwg x:\DFcGeom.dwg x:\DFcGeom_TW.dwg
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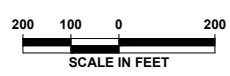


LEGEND

-  AC PAVEMENT CORE (9 @ 5 FT DEPTH)
-  SPT (6 @ 10 FT DEPTH)
-  CBR (3 @ 1-2 FT BELOW GRADE)
-  BEARING STRENGTH

NOTE

MORE PRECISE CORE AND SPT LOCATIONS WITHIN ASPHALT PAVEMENT FOOTPRINT WILL BE PROVIDED BY AVCON PRIOR TO BEGINNING WORK.



AVCON
 ENGINEERS & PLANNERS
 8270 WOODLAND CENTER BLVD - TAMPA, FLORIDA 33614
 OFFICE: (813) 321-5588
 CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 9057
 www.avconinc.com

Tampa International Airport
 TAMPA EXECUTIVE AIRPORT
 RUNWAY 5-23 AND TAXIWAY E REHABILITATION
 TAXIWAY E GEOTECHNICAL SCOPE OF WORK

ATTENTION:
 THIS DOCUMENT CONTAINS PRIVILEGED AND PROPRIETARY INFORMATION, ALL OF WHICH IS EXPRESSLY PROVIDED BY AVCON, INC., FOR USE BY THE INTENDED RECIPIENT, AND FOR A SPECIFIC PURPOSE. WITHOUT THE EXPRESS WRITTEN CONSENT OF AVCON, INC. ANY DISTRIBUTION, REPRODUCTION, OR OTHER USE OF THIS DOCUMENT, IN WHOLE OR IN PART, IS STRICTLY PROHIBITED.

SCALE: GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY:
 DRAWN BY:
 CHECKED BY:
 APPROVED BY:
 DATE: AUGUST 2019

FAA AIP NO. -
 FDOT FM NO. -
 AVCON PROJECT NO. 2019.0283.01
 CADD FILENAME VDF_EX_GEOTECH_2

DRAWING FIG 2

SUBMITTAL

TAXIWAY E

TASK 1: FIELD SERVICES

	QUANTITY	RATE	UNIT	COST
DRILL RIG & WATER TRUCK MOBILIZATION	1	\$ 450.00	/LS	\$ 450.00
SPT BORINGS (0-50') (6 @ 10ft)	60	\$ 13.50	/LF	\$ 810.00
FIELD CREW ADMIN TIME - AIRPORT COORDINATION/SCHEDULE	1	\$ 500.00	/LS	\$ 500.00
CREW SUPPORT VEHICLE	1	\$ 125.00	/EA	\$ 125.00
BOREHOLE BACKFILL	60	\$ 1.50	/LF	\$ 90.00
HAND AUGER BORINGS (9 @ 5FT)	45	\$ 10.00	/LF	\$ 450.00
TEST PIT EXCAVATION FOR 3 BULK SAMPLES & 1 SHWT/SHELBY	4	\$ 75.00	/EA	\$ 300.00
FIELD CBR - ALTERNATE @ BASE THEN SUBBASE WITHIN CORES W/DUAL MASS CPT	9	\$ 60.00	/EA	\$ 540.00
MOB-ASPHALT CORING EQUIPMENT	1	\$ 350.00	/EA	\$ 350.00
4" ASPHALT CORES W/BASE CHECK	9	\$ 110.00	/EA	\$ 990.00
ASPHALT COLD PATCH	9	\$ 15.00	/EA	\$ 135.00
			Proposed Budget for Field Services	\$ 4,740.00

TASK 2: LABORATORY TESTING OF SOILS/BORING LOGS

CBR LAB TEST	3	\$ 350.00	/EA	\$ 1,050.00
PARTICLE SIZE - GRADATION SIEVE STACK (NO HYDROMETER)	2	\$ 75.00	/EA	\$ 150.00
UNIT WEIGHT/VOID RATIO FROM SHELBY TUBES	1	\$ 75.00	/EA	\$ 75.00
MOISTURE CONTENT (FOR ORGANIC AND -200'S)	18	\$ 15.00	/EA	\$ 270.00
DIRECT SHEAR ON COMPACTED BULK SAND SAMPLE	1	\$ 450.00	/EA	\$ 450.00
ORGANIC CONTENT	1	\$ 50.00	/EA	\$ 50.00
ATTERBERG LIMITS	1	\$ 100.00	/EA	\$ 100.00
MINUS 200 SIEVE PERCENT	15	\$ 50.00	/EA	\$ 750.00
			Proposed Budget for Laboratory Testing	\$ 2,895.00



Mr. Michael Coppage, PE
Avcon, Inc.
8270 Woodland Center Blvd.
Tampa, FL 33614

September 10, 2019

RE: VDF Taxiway E Rehab
NSI Proposal No. 190811

REVISION NO. 1

Dear Mr. Coppage:

Thank you for the opportunity to present this proposal for surveying services at the above referenced site.

The scope of work included in this proposal is a 25' grid topographic survey of the paved areas and a 50' grid topographic survey of the unpaved areas as shown on your reference map attached (Figure 2).

Our sub-consultant, Maser Consulting, PA, will provide the 25' grid topographic Lidar data for Taxiway E. Northwest Surveying Inc. (NSI) will establish the ground control targeting, perform the 50' grid ground cross-sections and locate all manmade topographic features within the survey limits. We will also obtain pipe sizes, shape, type material and invert elevations of all underground utilities where access is possible. We will locate the geotechnical borings and any flags marking underground utilities. If lease limit documents are provided, we will plot the lease limits on our map of survey.

NSI will perform field check shots to verify each of the Lidar data sets. Following the verification, we will merge the Lidar data with our ground survey data to compile one comprehensive map of the project.

We will verify and identify 3 permanent benchmarks on site and provide the XY&Z coordinates.

The horizontal datum will be NAD 83/2011 adjustment and the vertical datum will be NAVD88, both represented in U.S. Survey Feet.

Our Lump Sum fee to perform the survey of Taxiway E limits as shown on Figure 2, according to the scope described herein and in your RFP will be **\$25,174.00**.

We will require 4 weeks from your notice to proceed date to complete the survey and submit the deliverables as outlined in your RFP dated 8/11/19.

All of the work will be performed under the direct supervision of a Professional Land Surveyor and will meet or exceed the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J17.050 to 5J17.052, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

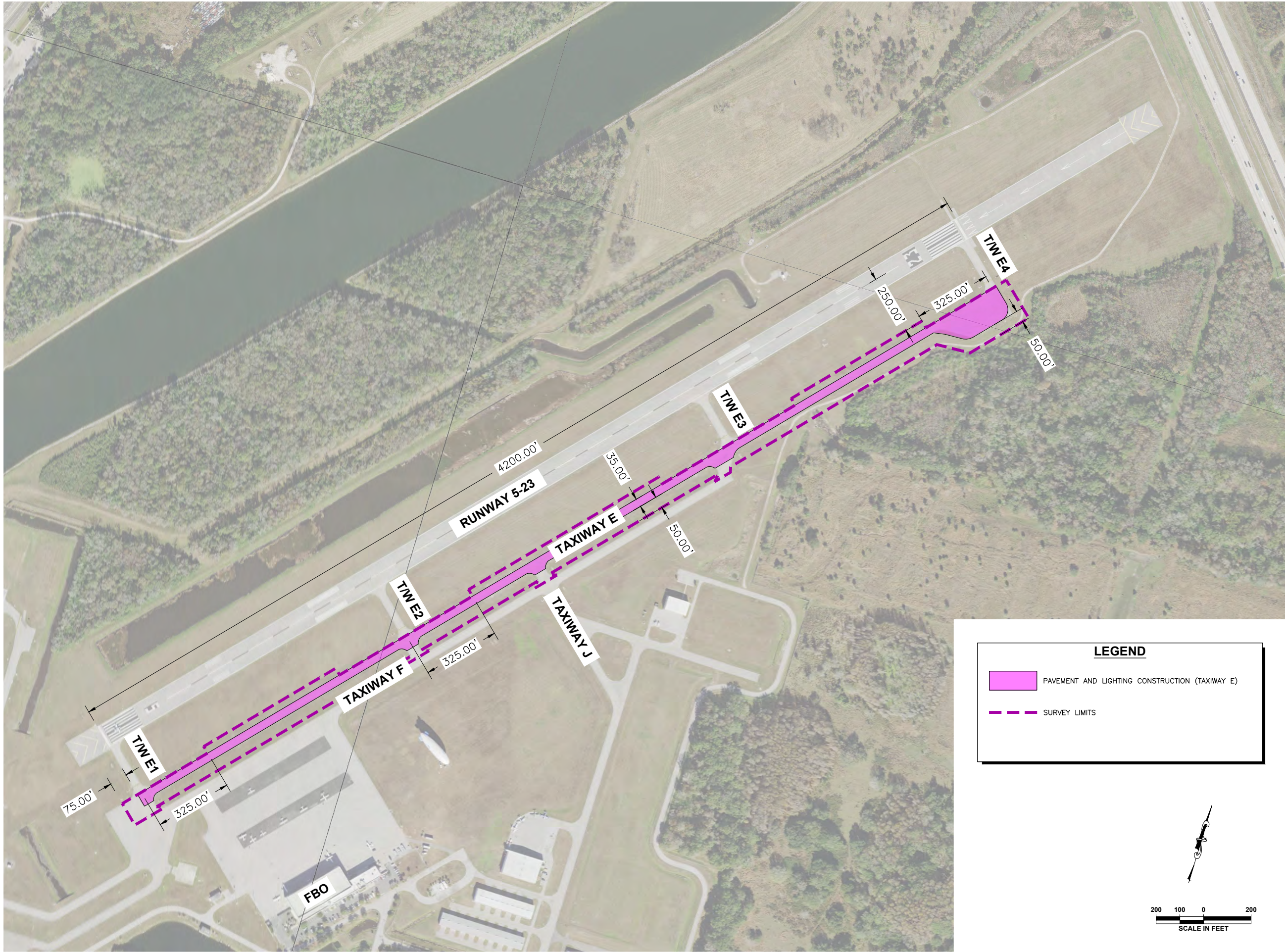
If you have any questions, please do not hesitate to contact our office.

Sincerely,

NORTHWEST SURVEYING, INC.

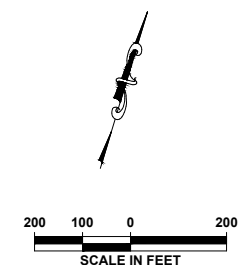
Gerald Silva, PSM
President

XREFS: x:\VDFcGeom_RW.dwg x:\VDFcGeom.dwg x:\VDFcGeom_TW.dwg
 C:\Users\mccapra\AppData\Local\Temp\AVCON\20190810\2019_08_10_12:33 PM



LEGEND

PAVEMENT AND LIGHTING CONSTRUCTION (TAXIWAY E)
 SURVEY LIMITS



AVCON

AVCON, INC.
 ENGINEERS & PLANNERS
 8270 WOODLAND CENTER BLVD - TAMPA, FLORIDA 33614
 OFFICE: (813) 321-5588
 CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 9057
 www.avconinc.com



**TAMPA EXECUTIVE AIRPORT
 RUNWAY 5-23 AND TAXIWAY E
 REHABILITATION**

**TAXIWAY E
 SURVEY SCOPE
 OF WORK**

ATTENTION:
 THIS DOCUMENT CONTAINS PRIVILEGED AND PROPRIETARY INFORMATION, ALL OF WHICH IS EXPRESSLY PROVIDED BY AVCON, INC., FOR USE BY THE INTENDED RECIPIENT, AND FOR A SPECIFIC PURPOSE. WITHOUT THE EXPRESS WRITTEN CONSENT OF AVCON, INC. ANY DISTRIBUTION, REPRODUCTION, OR OTHER USE OF THIS DOCUMENT, IN WHOLE OR IN PART, IS STRICTLY PROHIBITED.

SCALE: GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY:
 DRAWN BY:
 CHECKED BY:
 APPROVED BY:
 DATE: **AUGUST 2019**

FAA AIP NO. -
 FDOT FM NO. -
 AVCON PROJECT NO. **2019.0283.01**
 CADD FILENAME **VDF_EX_SURVEY_2**

**DRAWING
 FIG 2**

SUBMITTAL



Engineers
 Planners
 Surveyors
 Landscape Architects
 Environmental Scientists

5471 W Waters Ave.
 Suite 100
 Tampa, FL 33634
 T: 813.207.1061
 F: 813.281.1050
 www.maserconsulting.com

September 10, 2019

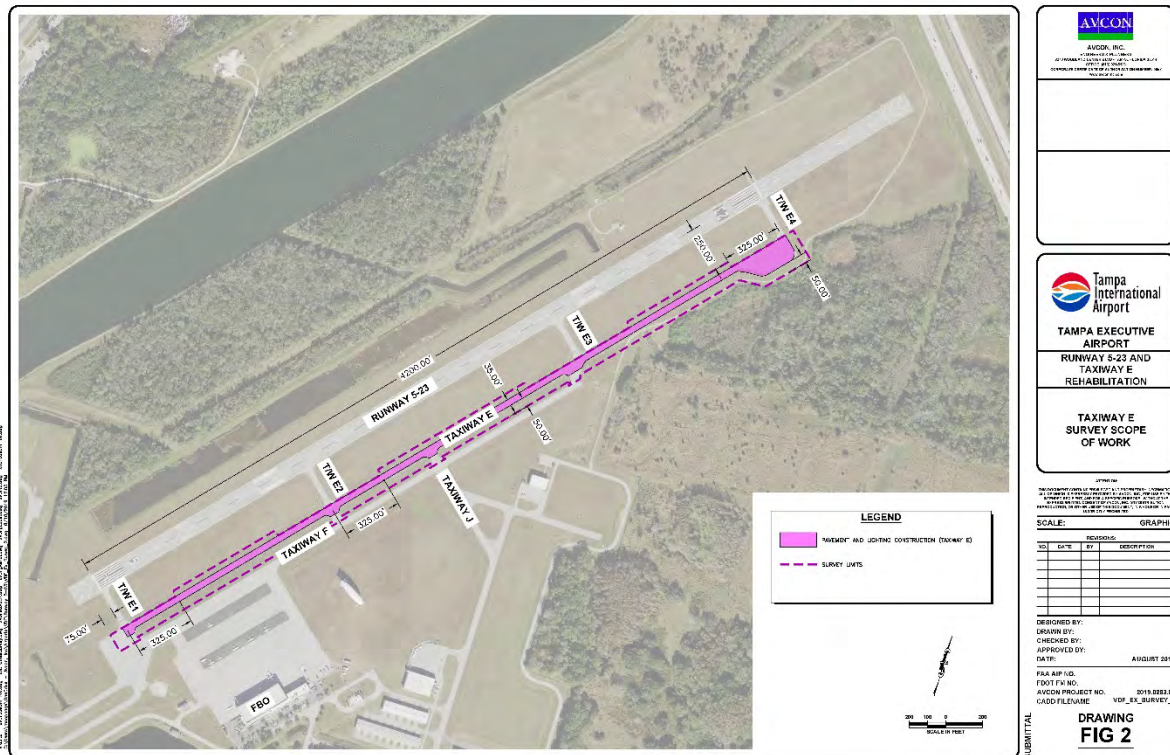
VIA E-MAIL

Gerald "Jerry" Silva, PSM
 Northwest Surveying, Inc.
 8409 Sunstate St.
 Tampa, FL 33634
 Phone: 813-889-9236
 jsilva@nsitampa.com

**Re: Proposal for Mobile LiDAR & Topographic Survey
 Proposal No.:19002729P- Taxiway E Rehab**

Dear Mr. Silva:

Maser Consulting P.A. is pleased to submit this proposal for Topographic Survey utilizing Mobile LiDAR of the project areas highlighted in Pink within the airfield located at Tampa Executive Airport as shown in Figure 1 below.



Taxiway E Topo Survey Limits in Pink Hatch



This proposal is divided into the following sections:

Section I – Scope of Services

Section II – Client Contract Authorization

SECTION I – SCOPE OF SERVICES

Based on our conversations and information noted above, we propose to complete the following:

PHASE 1 - CONTROL

Northwest Surveying, Inc. will locate/recover existing Airport Primary and Secondary Control Stations (PACS and SACS). All Horizontal controls will reference NAD 1983 (2011) State Plane Coordinate System. All Vertical controls will reference NAVD 1988. This information will be provided to Maser Consulting as Primary control for utilization in data acquisition. Maser Consulting will provide a plan for optimal location of photo identifiable points within the existing project site that will be required to post process data to the control datums. Northwest Surveying will establish X,Y,Z coordinate values on these points and deliver to Maser Consulting.

The Mobile LiDAR and conventional topographic collection will be done utilizing Maser Primary control (PACS and SACS).

PHASE 2 – MOBILE LiDAR DATA ACQUISITION

All field work to be performed on site in Tampa, FL with post processing being performed Mobile LiDAR processing center. Maser Consulting plans to collect Mobile LiDAR data on the taxiway, and aprons within the topo limits shown in Figures 1 for use in engineering design. Maser Consulting will adhere to standard procedures for Mobile LiDAR data collection as referenced in NCHRP report 748 as applicable to project tasks. The Mobile LiDAR model's absolute accuracy is based on the value of survey control as provided. Maser Consulting can match absolute project coordinate positional accuracy up to 0.06' h/v within 95% of data checked. Upon export the LiDAR data will be reviewed and trimmed as necessary and tiled data files will be created for use in data extraction. Color digital geo-referenced images from a Ladybug immersive 360 camera system and 4 on-board directional cameras will be captured and exported. The Ladybug imagery will be delivered with an intuitive viewer for use in viewing site conditions as collected. This viewer is standard with the delivery of data. A colorization of the point cloud is possible as well and can be of value in certain settings.

Maser Consulting will utilize a Riegl VMX-450 mobile scanning system which consists of:

- 2 - Riegl VQ-450 line scanners
- 4 - Riegl CS6 5MPx cameras (8 fps ea.)
- 1 – Lady Bug v.5 360deg spherical camera system
- 1 - Applanix POS LV 510 position and orientation system
- 1 - Trimble BD960 GNSS receiver
- 2 - Trimble Zephyr Model 2 GNSS Antenna.
- 1 - DMI wheel mounted unit

During data acquisition, a GPS (GLONASS capable) base station will be set by Maser Consulting staff to log satellite data at 1-second epochs, consistent with the log rate of the mobile GPS



unit. The mobile GPS positioning is further supplemented by the IMU providing vehicle and sensor position and orientation updates at a rate of 200 times per second. Each scanner will be set to a measurement rate of 550 kHz (1.1 MHz combined). The Maser Consulting mobile mapping vehicle will travel at the predetermined speeds throughout the project area with an anticipated speed of +/- 10 MPH.

Maser Consulting will adjust the trajectory using the Riegl processing software, utilizing the least squares adjustment module. Maser Consulting will provide a standard survey report outlining the statistical results of the adjustments. These results include system calibration and scan data adjustment.

PHASE 3 – TOPOGRAPHIC SURVEY

Maser Consulting will develop topographic survey information from the resulting Lidar point cloud defined by the bullet points below.

1. Airfield apron and taxiway pavement areas shall be surveyed on a 25' grid or less, edges of pavements, ground shots at edges of pavements, and at all grade breaks, including visible depressions.
2. Areas off pavement shall be surveyed by Northwest Survey with elevations taken on existing ground at grid points and all grade breaks. Elevations shall be taken to define all swales.
3. Location of all taxiway and apron edge lights including type of light (base or stake mounted).
4. Location of all signs, including sign message and description of type of sign and any concrete sign base/footer.
5. Location of all pavement markings and all other features which lie in the survey zone.

Maser Consulting will deliver the final point cloud files in LAS format, in addition to the corresponding imagery. The project specific coordinate system will be used to calibrate the Mobile LiDAR data. For the purposes of this proposal, we are assuming VDF Airport Primary Control (PACS/SCACS) in US Survey Foot.

Additionally, Maser Consulting will develop survey design files utilizing NCCADD standards specified by the client in AutoCAD Civil 3D 2018. These design files will include the following geospatial information derived from the LIDAR dataset.

1. Provide a DTM file (*.DXF format) compatible for use with the computer program AutoCAD Civil 3D. All survey points shall have a descriptor identifying the shot as a pavement, edge of pavement, ground, ground at edge of pavement, etc.
2. Topographic survey design files of area identified above with 0.5-foot contours and all elevation shots. Files will show field survey information as described in each item.
3. Maser will provide this information to Northwest Surveying, for merging of additional survey data and in order for them to develop signed and sealed drawing sets.



In regard to anticipated scheduling of services, all final deliverables are needed within 30 consecutive calendar days, weather dependent and as long as we are provided adequate site access to perform all tasks.

ASSUMPTIONS AND EXCLUSIONS:

The following assumptions were made by Maser Consulting while preparing this proposal:

- Project limits are based on discussions and Exhibits provided by the client file delivered to Maser.
- Maser Consulting will be able to utilize a standard SUV vehicle within the project corridor for all mobile mapping and LiDAR operations.
- No Boundary Survey work is included in this proposal of work
- Only above ground utility features will be located.
- Northwest Surveying will locate/recover existing Airport Primary and Secondary Control Stations (PACS and SACS).
- All Horizontal controls will reference NAD 1983 (2011) State Plane Coordinate System.
- All Vertical controls will reference NAVD 1988.
- Control information will be provided to Maser Consulting as Primary control for utilization in data acquisition.
- Airfield runway pavements and Taxiway Connectors shall be surveyed in accordance with the Field Data Collection and Geographic Information System (GIS) Standards in FAA Advisory Circular 150/5300-18B – General Guidance and Specifications for submission of Aeronautical Surveys to NGS. Geo-referenced imagery is not required for this survey activity.

SCHEDULE OF FEES

Project Costs will serve as a not-to-exceed price for the work requested. Due to the timing of funding, the project will be broken into three packages:

Mobile LiDAR & Topographic Survey

Total Lump Sum Fee for Taxiway E Rehab.....\$7,650.00



SECTION II – CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please initial each sheet, sign where indicated above in Section II, and return one signed copy to this office. Invoices are due within 45 days. This proposal is valid until September 31, 2019.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'M. Ehrhart', written over a horizontal line.

Michael Ehrhart, PSM
Geospatial Regional Manager, Cell: 239.994.5713



September 9, 2019

Michael Coppage, P.E.
Project Manager - Airports
AVCON, INC.
8270 Woodland Center Blvd.
Tampa, Florida 33614

Subject: Proposal for Materials Testing
Hillsborough County Airport Authority - Tampa Executive Airport, Taxiway E
MC² Proposal No. T041920.110_C

Dear Mr. Coppage:

MC Squared, Inc. (MC²) is pleased to submit our proposal for providing Materials Testing Services for the Hillsborough County Airport Authority – Tampa Executive Airport, Taxiway E project. This proposal contains our proposed scope of services, an estimate of the schedule to complete these services and the associated fees.

PROJECT AND SITE INFORMATION

Project information has been provided by Mr. Michael Coppage of AVCON, Inc. through verbal and e-mailed communications. Based on our understanding, the above referenced project consists of milling and overlaying Taxiway E. Electrical conduits are to be installed around the perimeter of Taxiway E. MC² has been requested to provide construction services and materials testing during the construction of the project.

PROPOSED SCOPE OF SERVICES

Field Services

The expected field services include monitoring, sampling, and testing of soil backfill materials, aggregate, concrete, and asphalt on the project.

Laboratory Testing

The laboratory testing services anticipated generally include, but are not limited to, soil classification, modified proctors, grain size analysis, organic testing, bulk specific gravity of asphalt pavement cores, gyratory compaction and maximum specific gravity of asphaltic concrete, and compressive strength testing for concrete as necessary.

ESTIMATED FEE

Based on the provided information and logistics of this project MC² is providing a rough estimated fee of **\$44,147.22** for the above scope of services. Our fees will be billed in accordance with our unit rate schedule attached as Attachment A.

EXCLUSIONS

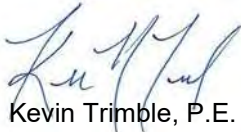
Based on the project information provided, coring of the asphalt pavements is being provided by the contractor. Therefore, pavement cores are not included in our scope of services for this project.

AUTHORIZATION

To authorize us to perform these services, we ask that you indicate acceptance to this proposal by your signature in the space provided herein below. Our work would be performed in general accordance with the Standard Agreement Provisions attached.

MC² appreciates being considered for this project and looks forward to working with you. Please do not hesitate to call us if you have any questions.

Sincerely,
MC Squared, Inc.



Kevin Trimble, P.E.
Construction Department Manager



Thomas Ali, P.E.
Vice President of Operations - Florida

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Address
Title	
Date	Attention

Attachments:

- A. Estimate for Professional Services
- B. Overhead Rates and Multiplier Sheet
- C. Standard Agreement Provisions

MC Squared, Inc.

Project Fee Proposal - AVCON, Inc. Team

Taxiway E Rehabilitation

HCAA Project Number 6700 20

8/15/2019

CONSTRUCTION MATERIALS TESTING SERVICES

LABORATORY TESTING:	UNIT:	UNIT RATE:	QUANTITY:	ITEM COST:
Limerock Bearing Ratio - <MC Squared, Inc.> (assume: No Tests Required)	Each	\$470.00	0	\$0.00
Modified Proctor - <MC Squared, Inc.> (assume: 4 = trench backfill)	Each	\$150.00	4	\$600.00
Grain Size Analysis without Hydrometer - <MC Squared, Inc.> (assume: 4 = trench backfill)	Each	\$105.00	4	\$420.00
Atterberg Limits - <MC Squared, Inc.> (assume: No Tests Required)	Each	\$121.00	0	\$0.00
Organic Content by Ignition Oven - <MC Squared, Inc.> (assume: 4 = trench backfill)	Each	\$50.00	4	\$200.00
Soil Classification - <MC Squared, Inc.> (assume: 4 = trench backfill)	Each	\$33.00	4	\$132.00
Full Sieve Coarse & Fine Aggregates - <MC Squared, Inc.> (assume: 4 = trench backfill)	Each	\$94.00	4	\$376.00
Compressive Strength of Concrete Cylinders - <MC Squared, Inc.> (assume: 6 sets of (5) 4"x8" cylinders)	Per Set	\$95.00	6	\$570.00
Additional Compressive Strength of Concrete Cylinders - <MC Squared, Inc.> (assume: No Tests Required)	Per Cylinder	\$19.00	0	\$0.00
Bulk Specific Gravity of Drilled Asphalt Cores - <MC Squared, Inc.> (assume: 8 tests per day at 700 Tons/day x 10 days)	Each	\$83.00	80	\$6,640.00
Gyratory Compacted Sample (per pill) (assume: 3 per day at 700 Tons/day x 10 days)	Each	\$200.00	30	\$6,000.00
Maximum Specific Gravity (Rice) - Gmm (assume: 1 test per day at 700 Tons/day x 10 days)	Each	\$200.00	10	\$2,000.00
Marshall Stability & Flow (assume: No Tests Required)	Each	\$200.00	0	\$0.00
MISCELLANEOUS:				
Truck Use (assume: No Days)	Day	\$75.00	0	\$0.00
Monthly Truck Use (assume: 1 Truck/Employee)	Month	\$525.00	4	\$2,100.00
Coring Rig Mobilization (assume: No Cores Required)	Each	\$250.00	0	\$0.00
Asphalt Core (assume: Contractor will core asphalt pavement)	Per Core	\$150.00	0	\$0.00
Aggregate Core (assume: No Cores Required)	Per Core	\$55.00	0	\$0.00
Subtotal				\$19,038.00

EXHIBIT B FEE ESTIMATE

Project Fee Proposal - AVCON, INC. - Summary Sheet												
Taxiway E (Package #2)												
HCAA Project Number 6700 20												
9/11/2019												
Basic Design Services		30%	60%	90%	100%	Total	Bid and	Construction	Total	DBE %	% DBE	% Construction
Engineering & Preconstruction Services		Schematic	Design Dev.	Const. Docs	Bid Docs		Award	Administration		of Fee	Goal	Cost
	AVCON											
		\$ 47,502.18	\$ 39,462.69	\$ 37,610.89	\$ 22,026.95	\$ 146,602.70	\$ 8,971.60	\$ 53,789.46	\$ 209,363.76			
		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -			
									\$ -			
	Design Phase	Sub Total	\$ 47,502.18	\$ 39,462.69	\$ 37,610.89	\$ 22,026.95	\$ 146,602.70	\$ 8,971.60	\$ 53,789.46	\$ 209,363.76		
Reimbursable Expenses												
DBE	Madrid Engineering - Geotech	\$ 11,589.44	\$ 323.56	\$ -	\$ -	\$ 11,913.00	\$ -	\$ -	\$ 11,913.00	4.0%		
DBE	Northwest Surveying - Survey	\$ 32,824.00	\$ -	\$ -	\$ -	\$ 32,824.00	\$ -	\$ -	\$ 32,824.00	11.0%		
DBE	MC Squared - Material Testing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,147.22	\$ 44,147.22	14.8%		
	Reimbursable Expenses	Sub Total	\$ 44,413.44	\$ 323.56	\$ -	\$ -	\$ 44,737.00	\$ -	\$ 44,147.22	\$ 88,884.22		
Total Fee, Allowances, Reimbursable Expenses			\$ 91,915.62	\$ 39,786.25	\$ 37,610.89	\$ 22,026.95	\$ 191,339.70	\$ 8,971.60	\$ 97,936.68	\$ 298,247.98	29.8%	13.0%

60% Design Fee

Project Fee Proposal - AVCON, INC. Team											
Taxiway E (Package #2)											
HCAA Project Number 6700 20											
9/11/2019											
Scope/Task		Principal	Sr. PM	Sr. Eng	Proj Eng	CAD Design	Admin				Total
		Hours	Hours	Hours	Hours	Hours	Hours				
Basic Design Services											
Task 2 - Design Development-60% (AVCON)											
2.1	Project Management	4	20				4				28
2.2	Drawing Preparation		4	32	72	40					148
2.3	Technical Specifications		4	16			8				28
2.4	Cost Estimate Development	4	16	4			2				26
2.5	Quality Control	4	16	4			2				26
2.6	Deliverable		2	4		2	8				16
2.7	60% Design Review Meeting		4	4			2				10
Subtotal Hours		12.00	66.00	64.00	72.00	42.00	26.00	-	-	-	282
Rate		\$ 80.77	\$ 80.77	\$ 47.02	\$ 29.17	\$ 25.24	\$ 31.44	\$ -	\$ -	\$ -	
Subtotal Direct Labor		\$ 969.24	\$ 5,330.82	\$ 3,009.28	\$ 2,100.24	\$ 1,060.08	\$ 817.44	\$ -	\$ -	\$ -	\$ 13,287.10
Subtotal Burdened Labor @			2.97								\$ 39,462.69

90% Design Fee

Project Fee Proposal - AVCON, INC. Team												
Taxiway E (Package #2)												
HCAA Project Number 6700 20												
9/11/2019												
Scope/Task		Principal	Sr. PM	Sr. Eng	Proj Eng	CAD Design	Admin					Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours					
Task 3 - Construction Documents-90% (AVCON)												
3.1	Project Management	4	10				5					19
3.2	Drawing Preparation		4	48	60	30						142
3.3	Technical Specifications		2	16			4					22
3.4	Engineer's Report		2	4	4		2					12
3.5	Construction Safety and Phasing Plan (CSPP)		2	8	4	8						22
3.6	Cost Estimate Development		2	6	8							16
3.7	Quality Control	4	16	6			2					28
3.8	Deliverable		2	4		2	8					16
3.9	90% Design Review Meeting		4	4			2					10
Subtotal Hours		8.00	44.00	96.00	76.00	40.00	23.00	-	-	-		287
Rate		\$ 80.77	\$ 80.77	\$ 47.02	\$ 29.17	\$ 25.24	\$ 31.44	\$ -	\$ -	\$ -		
Subtotal Direct Labor		\$ 646.16	\$ 3,553.88	\$ 4,513.92	\$ 2,216.92	\$ 1,009.60	\$ 723.12	\$ -	\$ -	\$ -		\$ 12,663.60
Subtotal Burdened Labor @			2.97									\$ 37,610.89

Bid and Award Fee

Project Fee Proposal - AVCON, INC. Team													
Taxiway E (Package #2)													
HCAA Project Number 6700 20													
9/11/2019													
Scope/Task			Principal	Sr. PM	Sr. Eng	Proj Eng	CAD Design	Admin					Total
			Hours	Hours	Hours	Hours	Hours	Hours					
Basic Design Services													
Task 5 - Bid and Award (AVCON)													
5.1	Pre-Bid Meeting and Site Visit			4	4			2					10
5.2	Bidder Questions			2	6	10		2					20
5.3	Preparation of Addenda			2	4	6	8	4					24
5.4	Bid Tabulation and Recommendation of Award			1	2								3
5.5	Preparation of Conformed Documents			1	4		4	8					17
Subtotal Hours				-	10.00	20.00	16.00	12.00	16.00	-	-	-	74
Rate				\$ 80.77	\$ 80.77	\$ 47.02	\$ 29.17	\$ 25.24	\$ 31.44	\$ -	\$ -	\$ -	
Subtotal Direct Labor				\$ -	\$ 807.70	\$ 940.40	\$ 466.72	\$ 302.88	\$ 503.04	\$ -	\$ -	\$ -	\$ 3,020.74
Subtotal Burdened Labor @					2.97								\$ 8,971.60

Project Fee Proposal - AVCON, INC. Team													
Taxiway E (Package #2)													
HCAA Project Number 6700 20													
9/11/2019													
Scope/Task			Envir PM	Sr Sci III	Sr Sci II	Sr Sci I	Sci III	Sci II	Sci I	Planner	0%		Total
			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
Basic Design Services													
													0
													0
													0
													0
													0
													0
													0
													0
													0
													0
													0
													0
Subtotal Hours				-	-	-	-	-	-	-	-		0
Rate				\$ 90.10	\$ 58.41	\$ 51.85	\$ 41.27	\$ 39.61	\$ 34.72	\$ 28.85	\$ 25.72	\$ -	
Subtotal Direct Labor				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Subtotal Burdened Labor @					3.20								\$ -

Construction Administration Fee

Project Fee Proposal - AVCON, INC. Team													
Taxiway E (Package #2)													
HCAA Project Number 6700 20													
9/11/2019													
Scope/Task			Principal	Sr. PM	Sr. Eng	Proj Eng	CAD Design	Admin					Total
			Hours	Hours	Hours	Hours	Hours	Hours					
Basic Design Services													
Task 6 - Construction Administration (AVCON)													
6.1	Project Management		8	20									28
6.2	Pre-Construction Conference			4	4			2					10
6.3	Construction Site Visit and Field Report (4 visits)			8	16			4					28
6.4	Weekly Construction Coordination Meetings (16 mtgs)			16	32	16		8					72
6.5	Shop Drawing Submittal Review and Approval				18	26		18					62
6.6	Responses to Contractor RFI's			8	18	32		12					70
6.7	Preparation of ESI's			4	16	20	24	4					68
6.8	Monthly Pay Application Approval			5									5
6.9	Substantial Completion Inspection			4	4			2					10
6.10	Final Completion Inspection			4	4			2					10
6.11	Record Drawings			2	8		26	4					40
Subtotal Hours			8.00	75.00	120.00	94.00	50.00	56.00	-	-	-	-	403
Rate			\$ 80.77	\$ 80.77	\$ 47.02	\$ 29.17	\$ 25.24	\$ 31.44	\$ -	\$ -	\$ -	\$ -	
Subtotal Direct Labor			\$ 646.16	\$ 6,057.75	\$ 5,642.40	\$ 2,741.98	\$ 1,262.00	\$ 1,760.64	\$ -	\$ -	\$ -	\$ -	\$ 18,110.93
Subtotal Burdened Labor @				2.97									\$ 53,789.46

Project Fee Proposal - AVCON, INC. Team													
Taxiway E (Package #2)													
HCAA Project Number 6700 20													
9/11/2019													
Scope/Task			Envir PM	Sr Sci III	Sr Sci II	Sr Sci I	Sci III	Sci II	Sci I	Planner	0%		Total
			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
Basic Design Services													
													0
													0
													0
													0
													0
													0
													0
													0
													0
													0
													0
													0
													0
													0
													0
Subtotal Hours			-	-	-	-	-	-	-	-	-	-	0
Rate			\$ 90.10	\$ 58.41	\$ 51.85	\$ 41.27	\$ 39.61	\$ 34.72	\$ 28.85	\$ 25.72	\$ -	\$ -	

AVCON FEE and DBE Summary

	FEE	DBE	
RW 5-23	\$ 830,381.44	\$ 213,033.39	25.7%
TW E	\$ 298,247.98	\$ 88,884.22	29.8%
Total	\$ 1,128,629.42	\$ 301,917.61	26.8%
Owner Cont.	<u>\$ 121,370.58</u>		
Total NTE	<u><u>\$ 1,250,000.00</u></u>		

ATTACHMENT 2 - CONTRACT CLAUSES AIRPORT IMPROVEMENT PROGRAM

GENERAL REQUIREMENT FOR CONTRACTS.

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

- A. Failure to comply with the terms of these contract provisions may be sufficient grounds to:
 - 1. Withhold progress payments or final payment,
 - 2. Terminate the contract,
 - 3. Seek suspension/debarment, or
 - 4. Any other action determined to be appropriate by the sponsor or the FAA.

1.0 ACCESS TO RECORDS AND REPORTS - 2 CFR § 200.326, 2 CFR § 200.333

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

2.0 AFFIRMATIVE ACTION REQUIREMENT - 41 CFR part 60-4, Executive Order 11246

- A. 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.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Design Professional's aggregate workforce in each trade on all construction work in the covered area, are as follows:
 - 1. Timetables
 - 2. Goals for minority participation for each trade (Vol. 45 Federal Register pg. 65984 10/3/80)
 - 3. Goals for female participation in each trade (6.9%)

These goals are applicable to all of the Design Professional's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the Design Professional 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 Design Professional 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 Design Professional'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 Design Professional 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 Design Professional'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.

- C. The Design Professional 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 subconsultant; employer identification number of the subconsultant; 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.
- D. As used in this notice and in the Contract resulting from this solicitation, the "covered area" is Hillsborough County, Florida.

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

Any violation or breach of terms of this Contract on the part of the Design Professional or its subconsultants 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.

4.0 BUY AMERICAN PREFERENCE - 49 USC § 50101

The Design Professional 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 (Section 00419 – Buy American Certification) 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.

- A. For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- B. 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.

5.0 CIVIL RIGHTS – GENERAL - 49 USC § 47123

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

6.0 CIVIL RIGHTS – TITLE VI ASSURANCES

- A. Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The Design Professional (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination 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 Design Professional, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Design Professional 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 Design Professional for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Design Professional of the Design Professional’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 Design Professional will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such 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 Design Professional will so certify to the Owner or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Nondiscrimination provisions of this Contract, the Owner will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Design Professional under the Contract until the Design Professional complies; and/or

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

B. Title VI List of Pertinent Nondiscrimination Authorities

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

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope,

coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 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;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Design Professional must take reasonable steps to ensure that LEP persons have meaningful access to Design Professional’s programs (70 Fed. Reg. at 74087 to 74100); and
12. Title IX of the Education Amendments of 1972, as amended, which prohibits Design Professional from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7.0 CLEAN AIR AND WATER. POLLUTION CONTROL - 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)

Design Professionals and subconsultants agree:

- A. 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;
- B. 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;

- C. That, as a condition for the award of this Contract, the Design Professional or subconsultant 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; and
- D. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

8.0 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph A. above, any Design Professional and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subconsultant shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A. 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 A. above.

C. Withholding for Unpaid Wages and Liquidated Damages.

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

D. Subconsultants.

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

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

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.

10.0 DAVIS-BACON REQUIREMENTS - 2 CFR § 200 Appendix II (D)

A. Minimum Wages

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

2. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - b. The classification is utilized in the area by the construction industry; and
 - c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs 2 or 3 of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

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

B. Withholding.

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

C. Payrolls and basic records.

1. Payrolls and basic records relating thereto shall be maintained by the Design Professional during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act),

daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Design Professional shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. 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.

2. a. The Design Professional shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the Contract, but if the agency is not such a party, the Design Professional will submit the payrolls to the Owner for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The Design Professional is responsible for the submission of copies of payrolls by all subconsultants. Contractors and subconsultants shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the Contract, but if the agency is not such a party, the Design Professional will submit them to the applicant, Owner, or owner, as the case may be, for transmission to the Federal Aviation Administration, the Design Professional, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Design Professional to require a subconsultant to provide addresses and social security numbers to the Design Professional for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or Owner).
- b. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Design Professional or subconsultant or his or

her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

- i. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;
 - ii. That each laborer and mechanic (including each helper, apprentice and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3; and
 - iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (C)(2)(b) of this section.
 - d. The falsification of any of the above certifications may subject the Design Professional or subconsultant to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
3. The Design Professional or subconsultant shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Owner, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Design Professional or subconsultant fails to submit the required records or to make them available, the Federal agency may, after written notice to the Design Professional, Owner, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. 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.

D. Apprentices and Trainees.

1. 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 Design Professional as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Design Professional's or subconsultant'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 Design Professional will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress,

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

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

E. Compliance with Copeland Act Requirements.

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

F. Subcontracts.

The Design Professional or subconsultant 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 subconsultants to include these clauses in any lower tier subcontracts. The Design Professional shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all the contract clauses in 29 CFR Part 5.5.

G. Contract Termination: Debarment.

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

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

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

I. Disputes Concerning Labor Standards.

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

J. Certification of Eligibility.

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

11.0 DEBARMENT AND SUSPENSION (NON-PROCUREMENT) - 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

A. 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.

B. 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.

12.0 DISADVANTAGED BUSINESS ENTERPRISE - 49 CFR part 26

- A. Contract Assurance (§ 26.13) - The Design Professional or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Design Professional shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Design Professional to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the recipient deems appropriate.
- B. Prompt Payment (§26.29) - The Design Professional agrees to pay each subconsultant under this prime Contract for satisfactory performance of its Contract no later than ten (10) days from the receipt of each payment the Design Professional receives from Owner. The Design Professional agrees further to return retainage payments to each subconsultant within ten (10) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subconsultants.

13.0 ENERGY CONSERVATION REQUIREMENTS - 2 CFR § 200 Appendix II(H)

The Design Professional 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).

14.0 EQUAL OPPORTUNITY CLAUSE AND SPECIFICATIONS - 41 CFR § 60-1.4, Executive Order 11246

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

- A. The Design Professional will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Design

Professional will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Design Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Design Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Design Professional, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. The Design Professional will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Design Professional's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Design Professional will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Design Professional will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Design Professional'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 Design Professional 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.
- G. The Design Professional will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) 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 subcontractant or vendor. The Design Professional 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 Design Professional becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Design Professional may request the United States to enter into such litigation to protect the interests of the United States.

15.0 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

A. As used in these specifications:

1. "Covered area" means the geographical area described in the solicitation from which this Contract resulted;
2. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
3. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
4. "Minority" includes:
 - a. Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - c. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - d. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - e. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

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

C. If the Design Professional is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan

approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Design Professionals shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Design Professional or subconsultant 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 Design Professionals or subconsultants toward a goal in an approved Plan does not excuse any covered contractor's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.

- D. The Design Professional shall implement the specific affirmative action standards provided in paragraphs G.1 through G.16 of these specifications below. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Design Professional should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Design Professional is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Design Professional has a collective bargaining agreement to refer either minorities or women shall excuse the Design Professional's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
- F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Design Professional during the training period and the Design Professional shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The Design Professional shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Design Professional's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Design Professional shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Design Professional's employees are assigned to work. The Design Professional, where possible, will assign two or more women to each construction project. The Design Professional shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Design Professional's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Design Professional or its unions have employment opportunities available, and maintain a record of the organizations' responses.
3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Design Professional by the union or, if referred, not employed by the Design Professional, this shall be documented in the file with the reason therefore along with whatever additional actions the Design Professional may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Design Professional has a collective bargaining agreement has not referred to the Design Professional a minority person or female sent by the Design Professional, or when the Design Professional has other information that the union referral process has impeded the Design Professional's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Design Professional's employment needs, especially those programs funded or approved by the Department of Labor. The Design Professional shall provide notice of these programs to the sources compiled under G.1 above.
6. Disseminate the Design Professional's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Design Professional in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all

employees at each location where construction work is performed.

7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Design Professional's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Design Professional's EEO policy with other Design Professionals and subconsultants with whom the Design Professional does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Design Professional's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Design Professional shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Design Professional's workforce.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Design Professional's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that

separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 16. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Design Professional's EEO policies and affirmative action obligations.
- H. Design Professionals are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (G.1 through G.16). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Design Professional is a member and participant, may be asserted as fulfilling any one or more of its obligations under G.1 through G.16 of these specifications provided that the Design Professional actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Design Professional's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Design Professional. The obligation to comply, however, is the Design Professional's and failure of such a group to fulfill an obligation shall not be a defense for the Design Professional's noncompliance.
- I. A single goal for minorities and a separate single goal for women have been established. The Design Professional, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Design Professional has achieved its goals for women generally,) the Design Professional may be in violation of the Executive Order if a specific minority group of women is underutilized.
- J. The Design Professional shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- K. The Design Professional shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- L. The Design Professional shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and

cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Design Professional who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

- M. The Design Professional, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Design Professional fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- N. The Design Professional shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16.0 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) - 29 USC § 201, et seq.

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: Federal Fair Labor Standards Act (29 USC 201), U.S. Department of Labor –Wage and Hour Division

The Design Professional has full responsibility to monitor compliance to the referenced statute or regulation. The Design Professional must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

17.0 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES - 49 CFR part 20, App. A

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

- A. 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.
- B. 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.

18.0 NONSEGREGATED FACILITIES REQUIREMENT - 41 CFR § 60-1.8

A. 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 subconsultants 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.

B. Notice to Prospective Subconsultants 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 subconsultants 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.

C. CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction Design Professional 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 Design Professional 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 Design Professional 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 Design Professional agrees that (except where she or he has obtained identical certifications from proposed subconsultants for specific time periods) she or he will obtain identical certifications from proposed subconsultants 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.

19.0 OCCUPATIONAL SAFETY 19. AND HEALTH ACT OF 1970 - 20 CFR part 1910

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: Occupational Safety and Health Act of 1970 (20 CFR Part 1910), U.S. Department of Labor – Occupational Safety and Health Administration. The Design Professional has full responsibility to monitor compliance to the referenced statute or regulation. The Design Professional must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

20.0 RIGHT TO INVENTIONS - 2 CFR § 200 Appendix II(F)

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

21.0 TERMINATION OF CONTRACT - 2 CFR § 200 Appendix II(B)

- A. The Owner may, by written notice, terminate this Contract in whole or in part at any time, either for the Owner'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 Owner.
- B. If the termination is for the convenience of the Owner, 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 Design Professional's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Design Professional is liable to the Owner for any additional cost occasioned to the Owner thereby.
- D. If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Design Professional had not so failed, the termination will be deemed to have been effected for the convenience of the Owner. 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 Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

22.0 TRADE RESTRICTION - 49 CFR part 30

- A. The Design Professional or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:
 - 1. 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);
 - 2. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and
 - 3. 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.

- B. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Design Professional or subconsultant who is unable to certify to the above. If the Design Professional knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Owner cancellation of the Contract at no cost to the Government.
- C. Further, the Design Professional 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 Design Professional may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.
- D. The Design Professional shall provide immediate written notice to the Owner if the Design Professional learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the Design Professional if at any time it learns that its certification was erroneous by reason of changed circumstances.
- E. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Design Professional or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the Contract or subcontract for default at no cost to the Government.
- F. 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.
- G. 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.

23.0 TEXTING WHEN DRIVING - Executive Order 13513, and DOT Order 3902.10

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 Design Professional 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 Design Professional must include these policies in each third party subcontract involved on this project.

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

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.

25.0 TRAFFICKING IN PERSONS

A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protections Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity:

1. Is determined to have violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

26.0 CONSISTENCY WITH LOCAL PLANS

A. Design Professional agrees that the Projects are reasonably consistent with plans (existing

at the time of the design) of public agencies that are authorized by governing authorities to plan for the development of the area surrounding the airport.

27.0 CONSIDERATION OF LOCAL INTEREST

- A. Design Professional agrees that it will give fair consideration to the interest of communities in or near where the project(s) may be located.

28.0 CONSULTATION WITH USERS

- A. In making a decision to undertake any airport development project under Title 49, United States Code, Design Professional agrees that it will facilitate reasonable consultations with affected parties using the airport at which the project(s) are proposed.

29.0 PUBLIC HEARINGS

- A. In projects involving the location of an airport, an airport runway, or a major runway extension, Design Professional agrees it will facilitate the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary of the Department of Transportation, submit a copy of the transcript of such hearings to the Secretary of the Department of Transportation .

30.0 METROPOLITAN PLANNING ORGANIZATION

- A. In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the Design Professional has facilitated the availability of and the provision upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

31.0 PAVEMENT PREVENTATIVE MAINTENANCE

- A. With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, Design Professional agrees that it will cooperate with the maintenance of the airport pavement maintenance-management program and it assures that it will provide such cooperation to the Authority for use during the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will cooperate with providing such reports on pavement condition and pavement management programs as the Secretary of the Department of Transportation determines may be useful.

32.0 TERMINAL DEVELOPMENT PREREQUISITES

- A. For projects which include terminal development at a public use airport, as defined in Title 49, Design Professional will specify all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and Airport Sponsor Assurances 3/2014 and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft in its design.

33.0 ACCOUNTING SYSTEM, AUDIT, AND RECORD KEEPING REQUIREMENTS

- A. In addition to all other Accounting System, Audit and Record Keeping Requirements contained elsewhere in the Contract, Design Professional shall keep all project accounts and records which fully disclose the total cost of the project and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- B. In addition to all other Accounting System, Audit and Record Keeping Requirements contained elsewhere in the Contract, Design Professional shall make available to the Authority, Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this project. The Secretary may require that an appropriate audit be conducted. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this contract, a certified copy of such audit may be required to be filed with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

34.0 CONSTRUCTION INSPECTION AND APPROVAL

- A. Design Professional will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary of the Department of Transportation for the project. Such works shall be subject to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary of the Department of Transportation. Design Professional agrees to facilitate such cost and progress reporting of such project as the Secretary shall deem necessary.

35.0 PLANNING PROJECTS

In carrying out planning projects, Design Professional:

- A. Will execute the project in accordance with the approved program narrative contained in any project application or with the modifications similarly approved.
- B. Will furnish the Secretary of the Department of Transportation with such periodic reports as required pertaining to the planning project and planning work activities.
- C. Will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- D. Will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- E. Will give the Secretary of the Department of Transportation unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- F. Will grant the Secretary of the Department of Transportation the right to disapprove the employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

36.0 OPERATION AND MAINTENANCE

- A. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. Design professional will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably design for the maintenance of the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary of the Department of Transportation. In furtherance, the Design Professional will perform its services so as to assist the Authority to:
 - a. Promptly mark and light hazards resulting from airport conditions, including temporary conditions; and
 - b. Promptly notify airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration,

or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- B. Design Professional will assist the Authority to suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

37.0 HAZARD REMOVAL AND MITIGATION

- A. Design Professional will assist the Authority in taking appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected through its design activities by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

END OF SECTION



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

E-Verify Certification

Solicitation No. 19-411-020

Runway 5-23 & Taxiway E Rehabilitation

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

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

Company: _____ FID or EIN No.: _____

Address: _____ City/State/Zip: _____

I, _____, as a representative of _____, certify and affirm that this company will comply with the E-Verification requirements of Executive Order Number 11-116.

Signature Title

Printed Name Date

[Affix Corporate Resolution if not signed by the President or Vice President of the Company]

INSURANCE REQUIREMENTS

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

Workers' Compensation/Employer's Liability

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

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

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

Commercial General Liability

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

INSURANCE REQUIREMENTS

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

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

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

	<u>Contract Specific</u>
General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products and Completed Operations	\$1,000,000

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

Business Auto Liability

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

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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Professional Liability

The Design Professional agrees to provide its full policy limits for its professional liability exposures, without restriction or reduction. Such insurance will be maintained by the Design Professional without interruption or amendment throughout the life of this Contract and for a period of 1 year(s) following termination of the Contract. Any deductible, retention or self-insured amount must be approved in writing by the Owner. All policies shall be endorsed to include contractual liability. Coverage will include all work

INSURANCE REQUIREMENTS

of the Design Professional, and all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier that provide professional services, work, or advice as it relates to this agreement, including but not limited to areas with possible environmental impact, without any exclusions unless approved in writing by the Owner. The Design Professional shall not allow its limits to drop below or become encumbered below the following minimum limits of insurance:

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

Environmental Impairment (Pollution) Liability

N/A

Utility and Railroad Protective Liability

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

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

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

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

CONTRACTUAL INSURANCE TERMS AND CONDITIONS

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

INSURANCE REQUIREMENTS

following conditions or changes to required coverages or coverage limits must have prior written approval from the Owner.

INSURANCE COVERAGE:

A. Procurement of Coverage:

With respect to each of the required coverages, the Design Professional will, at the Design Professional's expense, procure, maintain and keep in force the types and amounts of insurance conforming to the minimum requirements set forth in the applicable contract. In addition to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the Design Professional shall further require that all contractors, subcontractors, suppliers, consultants, and sub-consultants at each tier satisfy and meet all the requirements of the applicable Grant Agreement, including the terms and conditions of Standard Procedure S250.06. Coverage will be provided by insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies, companies with AM Best ratings lower than A-, or companies with a financial size category lower than VII must be submitted by the company to the Owner Director of Risk Management for approval prior to use. The Owner retains the right to approve or disapprove the use of any insurer, policy, risk pooling or self-insurance program.

B. Term of Coverage:

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

C. Reduction of Aggregate Limits:

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

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

Additionally, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the workers' compensation, commercial general liability and railroad protective insurance of every contractor, subcontractor, consultant, and sub-consultant at each tier shall be specifically endorsed to require the insurer to provide the Florida Department of Transportation

INSURANCE REQUIREMENTS

notice within 10 days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described in the contract or this Standard Procedure.

D. No waiver by approval/disapproval:

The Owner accepts no responsibility for determining whether the Design Professional or any contractor, subcontractor, consultant, or subconsultant at each tier is in full compliance with the insurance and coverage required by the Contract. The Owner's approval or failure to disapprove any policy, endorsement coverage, or Certificate of Insurance does not relieve or excuse the Design Professional of any obligation to procure and maintain the insurance required in the Contract or in Standard Procedure 250.06, nor does it serve as a waiver of any rights or defenses the Owner may have.

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverage and Required Limits of Insurance

The coverages and minimum limits of insurance required by the Contract are based on circumstances in effect at the inception of the Contract. If in the opinion of the Owner, circumstances merit a change in such coverage or minimum limits of insurance required by the Contract, the Owner may change the coverage and the minimum limits of insurance required, and the Design Professional will, within 60 days of receipt of written notice of a change in the coverage and/or the minimum limits required, comply with such change and provide evidence of such compliance in the manner required by the Contract. Provided, however, that no change in the coverages or minimum limits of insurance required will be made by the Owner until at least two years after inception of this Contract. Subsequent changes in the coverage or minimum limits of insurance required will not be made by the Owner until at least two years after any prior change by the Owner unless extreme conditions warrant such change and are agreeable to both parties. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, any such change or modification in coverage or limits shall also apply to the contractors, subcontractors, suppliers, consultants, and sub-consultants at each tier.

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

F. Proof of Insurance – Insurance Certificate:

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

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

INSURANCE REQUIREMENTS

acceptable to the Owner has been provided to the Owner, and the Owner has granted permission to the Design Professional to commence work or use or occupy the premises in connection with the Contract.contract.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the Contract, the Design Professional will furnish the Owner with an ACORD Certificate of Liability Insurance (Certificate) reflecting the required coverage described in the Contract and Standard Procedure S250.06.

The Certificate must:

- a. Be signed by an authorized representative of the insurer. Design Professional shall furnish the Owner with endorsements effecting coverage required by the contract. The endorsements are to be signed by a person authorized by insurer to bind the coverage on the insurer's behalf;
- b. State that: "Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, agents, and its employees are additional insureds for all policies described above other than workers' compensation employer's liability and professional liability";
- c. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, state that the Florida Department of Transportation is an additional insured for commercial general liability;
- d. The insurers for all policies shown on the Certificate have waived their subrogation rights against the Owner;
- e. Indicate that the Certificate has been issued in connection with the contract;
- f. Indicate the amount of any deductible or self-insured retention applicable to all coverages;
- g. State that the deductible or self-insured retention is the responsibility of the Design Professional; and
- h. Identify the name and address of the Certificate holder as:

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

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

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

INSURANCE REQUIREMENTS

1. All deductibles, as well as all self-insured retentions and any alternative risk or insurance programs (including, but not limited to, the use of captives, trusts, pooled programs, risk retention groups, or investment-linked insurance products), must be approved by the Owner's General Counsel and Executive Vice President of Legal Affairs or designee. The Design Professional agrees to provide all documentation necessary for the Owner to review the deductible, self-insurance or alternative risk or insurance program.
2. The Design Professional will pay on behalf of the Owner, members of the Owner's governing body, the Owner's officers, volunteers, agents and its employees and to the extent required by the Florida Department of Transportation Grant Agreement, any deductible, self-insured retention (SIR), or difference from a fully insured program which, with respect to the required insurance, is applicable to any claim by or against the Owner, or any member of the Owner's governing body, or any officer or employee of the Owner.
3. The agreement by the Owner to allow the use of a deductible, self-insurance or alternative risk or insurance program will be subject to periodic review by the Director of Risk Management. If, at any time, the Owner deems that the continued use of a deductible, self-insurance, or alternative risk or insurance program by the Design Professional should not be permitted, the Owner may, upon 60 days' written notice to the Design Professional, require the Design Professional to replace or modify the deductible, self-insurance, or alternative risk or insurance program in a manner satisfactory to the Owner.
4. Any deductible amount, self-insurance, or alternative risk or insurance program's retention will be included and clearly described on the Certificate prior to any approval by the Owner. This is to include fully insured programs as to a zero deductible per the policy. Owner reserves the right to deny any Certificate not in compliance with this requirement.
5. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the commercial general liability may not be subject to a self-insured retention. Subject to approval by the Owner under sub-paragraphs 1-4 above, the commercial general liability may contain a deductible, provided that such deductible shall be paid by the named insured.

H. Design Professional's Insurance Primary:

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

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

I. Applicable Law:

With respect to any contract entered into by the Owner with a value exceeding \$10,000,000, if any

INSURANCE REQUIREMENTS

required policy or program is: (i) issued to a policyholder outside of Florida or (ii) contains a “choice of law” or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy or program must be endorsed so that Florida law (including but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy or program in connection with claims arising out of work performed pursuant to the Contract. The Design Professional will ensure that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier are contractually bound and remain in compliance with this provision.

J. Waiver of Subrogation:

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

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

K. Design Professional’s Failure to Comply with Insurance Requirements:

1. Owner's Right to Procure Replacement Insurance

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

2. Replacement Coverage at Sole Expense of Design Professional

INSURANCE REQUIREMENTS

The entire cost of any insurance procured by the Owner pursuant to this Attachment will be paid by the Design Professional. At the option of the Owner, the Design Professional will either directly pay the entire cost of the insurance or immediately reimburse the Owner for any costs incurred by the Owner, including all premiums, fees, taxes, and 15% for the cost of administration.

a. Design Professional to Remain Fully Liable

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

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

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