

CONTRACT FOR DESIGN PROFESSIONAL SERVICES
FOR
PROJECT NO. 6310 17
RUNWAY 4-22 AND OTHER PAVEMENT
REHABILITATION

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

DATED NOVEMBER 3, 2016

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CONTRACT FOR DESIGN PROFESSIONAL SERVICES

This Contract for Design Professional Services is made and entered into this 3rd day of November, 2016 by and between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, hereinafter referred to as the "Owner", and American Infrastructure Development, 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 4-22 and Other Pavement Rehabilitation at Peter O. Knight 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 July 6, 2016, entitled "Request for Qualifications for Runway 4-22 and Other Pavement Rehabilitation at Peter O. Knight Airport Tampa, Florida", the Design Professional's response to the Owner's Request for Qualifications dated August 10, 2016, entitled "Statement of Qualifications for Runway 4-22 and Other Pavement Rehabilitation at Peter O. Knight Airport – Tampa, Florida", which are both incorporated herein by reference, and the Design Professional's Fee and Scope Proposal dated October 19, 2016, entitled "Project Number 6310 17, Runway 4-22 and Other Pavement Rehabilitation, Peter O. Knight Airport" 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 The Design Professional designates Mohsen Mohammadi, Ph.D., P.E., whose business address is 3810 Northdale Blvd., Suite 170, Tampa, FL, 33624, 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. The Design Professional designates Sabina C. Mohammadi, whose title is President - CEO, whose business address is 3810 Northdale Blvd., Suite 170, Tampa, FL, 33624, 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 The Design Professional agrees, within seven (7) 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.

3.4 Basic Services under this Contract will include those in Attachment 1. The Design Professional shall, as a part of Basic Services, prepare all Instruments of Service, supply all personnel and otherwise perform all tasks reasonably inferable from this Contract to complete the Project in a timely manner consistent with the Project schedule and Owner's programmatic requirements.

3.5 Additional Services under this Contract will, at the request of the Owner, include those in Attachment 1. Design Professional shall, as a part of Additional Services, prepare all Instruments of Service, supply all personnel and otherwise perform all tasks reasonably inferable from this Contract to complete the Additional services in a timely manner consistent with the Project schedule and Owner's programmatic requirements.

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, the 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. Design Professional shall, as a part of work order services, prepare all Instruments of service, supply all personnel and otherwise perform all tasks reasonably inferable from this Contract to complete the Project in a timely manner consistent

with the Project schedule and the Owner's programmatic requirements. 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.

3.7 Services outside of the scope of Basic Services, Additional Services and the Work Order Process shall be provided if and only if authorized by the Owner in writing in advance of the performance of such services. Before performing these services, the Design Professional shall submit to the Owner in writing information regarding the estimated cost of such services and the time estimated for completion of these services. The Design Professional waives any claim for compensation for additional services if such additional services were not authorized by the Owner in accordance with this paragraph.

3.8 In the event all bids or negotiated proposals received by the Owner exceed the Design Professional's Engineer's Construction Estimate for the Cost of the Work by at least 15% at the time bids or negotiated proposals are received, at the Owner's option, the Design Professional may be tasked to revise the Construction Documents so that the Cost of the Work no longer exceeds the budget for the Project, as determined in the sole discretion of the Owner and supports the Owner during any re-procurement process. The Owner will negotiate the amount of payment, if any, for the services from the Design Professional related to the revisions to the Construction Documents prior to the Design Professional performing such services.

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

3.10 The Design Professional will comply with all laws including those related to professional regulations. The Design Professional will timely submit signed and sealed documents.

3.11 The Design Professional when on any construction site will require its employees to wear all appropriate personal protection equipment, including but not limited to, vest, hard hat, safety glasses and gloves.

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 required under this Contract, costs identified as direct and reimbursable expenses, costs identified as resident inspection services and costs from the owner allowance amount used for basic services, direct and reimbursable expenses and resident inspection services will be in a not-to-exceed amount of Nine Hundred Sixty Four Thousand and No One Hundredth Dollars (\$964,000.00), 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 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 and 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 may not be reimbursed. Basic services performed before the work order effective date will not be reimbursed.

5.4.5 Timesheets or other agreed upon documentation 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 security badges are required to be submitted a minimum of seven (7) days before submission of the 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 (3) 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 reimbursable 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 design 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 instrument of service development.
- 5.5.4 The cost of outside special consultants to advise and assist the Design Professional throughout the Project.

- 5.5.5 The actual cost of reproduction of review plans, specifications, and other instruments of service, the construction contract plans, specifications and instruments of service 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 plans, specifications and instruments of service 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 reimbursable 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, renderings, mock-ups, film and processing expenses as pre-approved by the Owner.
- 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 The following expenses shall not be reimbursable:

5.5.16.1 Purchases of alcohol.

5.5.16.2 Meals for Owner or local consultant staff members.

5.5.16.3 Photocopying costs for administrative related billing work.

5.5.16.4 Clerical, secretarial or general administrative time related to preparation of the Design Professional's invoices and other billing issues.

5.5.16.5 Computer system time for any design or administrative work.

5.5.16.6 Interest expenses.

5.5.16.7 Any type of markup over the actual cost of any item otherwise reimbursable, unless specifically agreed to elsewhere.

5.5.16.8 Expendable supplies unless authorized in advance by the Owner.

5.5.16.9 Entertainment and personal expenses of any kind.

5.5.16.10 Costs incurred by the Design Professional as a result of, or to cure, any breach or violation of this Contract.

5.5.16.11 Any part of the Design Professional's capital expenses.

5.5.16.12 Amounts required to be paid by the Design Professional for federal, state or local income or franchise taxes.

5.5.16.13 Costs of subconsultants not pre-approved in writing by the Owner.

5.5.16.14 Costs to comply with Article 6.

5.5.16.15 Unless pre-approved in writing by the Owner, time spent in travel.

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

- 5.5.18 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.
- 5.5.19 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.
- 5.5.20 All permit requirements, acceptable deliverables and security badges are required to be submitted a minimum of seven (7) days before submission of the final professional service invoice.
- 5.5.21 If deficiencies are found, a standard deficiency e-mail will be sent to the Design Professional to resolve within three (3) 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 submitted 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 paid to date to 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 invoices will be submitted to the Owner by the twenty-fifth of each month. In the event that the twenty-fifth of the month falls on a Saturday or Sunday, invoices are due the next business day. Payment will be made to the Design Professional by the Owner by the third Friday of the month. Invoices 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 invoices will be submitted by September 19th, and in the event that the 19th falls on a Saturday or Sunday, invoices are due the next business day and subsequent payments will be made the second Friday of October. Such invoices submitted more than 20 days prior to the second Friday of October will be rejected and returned.

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 may 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 the 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, the Design Professional will arrange for said records to be brought to a location convenient to the Owner's auditors to conduct Engagements as set forth in this Article. Or, the Design Professional may transport the Owner's team to location where the records are kept other than Tampa International Airport for purposes of undertaking Engagements. In such event, the Design Professional will pay reasonable costs of transportation, food and lodging for the Owner's team in accordance with the Owner's Travel and Business Development Expenses Policy. The Design Professional agrees to deliver or provide access to all records requested by the 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 the Owner will incur damages if records requested by the Owner's auditors are not provided in a timely manner and that the amount of those damages is difficult to determine with certainty. Consequently, the parties agree that the Design Professional may be charged liquidated damages of \$100.00, for each item in a records request, per calendar day, for each time the Design Professional is late in submitting requested records to perform an Engagement. Accrual of liquidated damages will continue until specific performance is accomplished. These liquidated

damages rate are not an exclusive remedy and the 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 or extract of its accounting or Project information in a computer readable format acceptable to the Owner at no additional cost.

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 (6) years after the completion date of any work order, or six (6) 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 the 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.

ARTICLE 7 - OWNERSHIP OF DOCUMENTS

7.1 The 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, instruments of service (other than working papers), including but not limited to, all Architectural Works as defined by the federal Architectural Works Copyright Protection Act (whether hard copy or electronically stored), prepared, developed or furnished by the 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 the Owner. The Design Professional will take all actions necessary to secure for the Owner all such right, title and interest. The Design Professional warrants that all materials comprising the Project Documents are original with the 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. The 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. The Design Professional will assign to the Owner any and all rights, including any copyrights, in the Project Documents that the 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 the Design Professional and its design professional(s) will claim no rights adverse to the Owner in the Project Documents. Any project as designed by the Design Professional under this Contract may be reused or repeated by the Owner at the 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. The Design Professional hereby grants its consent to reuse of the Project Documents by the Owner for any and all such purposes. The Design Professional shall retain its rights to all standard elements contained within the design, including standard details, specifications, or other design materials generated and authorized by the Design Professional for its repeated, regular and ongoing use in plans, specifications, reports or other instruments of service for its clients. 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 3.9.

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.

The 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. The 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, 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), recklessness, intentional wrongful conduct, activities, or operations;
- 3. Any breach of the terms of this Contract;
- 4. Performance, non-performance or purported performance of this Contract;
- 5. Violation of any law, regulation, rule or ordinance;
- 6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
- 7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

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

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 or actions of any nature seeking damages, equitable or injunctive relief, expenses, losses, costs, fines or attorney's fees in the event the suit, claim, or action of any nature arises in whole or in part from the:

- 1. Presence on, use or occupancy of the Owner's property;

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

by the Design 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.

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 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.

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

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

8.8 If the above Article 8.1-8.7 or any part of Article 8.1-8.7 is deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

ARTICLE 9 - INSURANCE

9.1 The Design Professional's Insurance

9.1.1 The Design Professional must maintain the following limits and coverages uninterrupted or amended through the term of this Contract. In the event the Design Professional becomes in default of the following requirements, the Owner reserves the right to take whatever actions it deems necessary to protect its interest. Required liability policies, other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that the Owner, members of the Owner's governing body, and the Owner's officers, volunteers, and employees are included as additional insureds. The Design Professional shall require that all subcontractors and subconsultants maintain insurance meeting all the requirements stated herein with the sole exception that the Design Professional shall determine the applicable limits for its subcontractors and subconsultants. The Design Professional shall have subcontractors and subconsultants endorse all applicable policies to name the Owner, members of the Owner's governing body, and the Owner's officers, volunteers and employees as additional insureds. Before subcontractor or subconsultant commences services under this Contract, the Design Professional will submit evidence that the subcontractor or subconsultant has complied with this provision to the Owner.

9.1.2 Workers' Compensation / Employer's Liability Insurance

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

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

9.1.3 Commercial General Liability Insurance

The minimum limits of insurance inclusive of any amounts provided by an umbrella or excess policy without exclusion for independent contractors, XCU, or broad form property damage covering the work performed pursuant to this Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in

connection with, ongoing operations performed by, or on behalf of, the Design Professional under this Contract or the use or occupancy of the Owner’s premises by, or on behalf of, the Design Professional in connection with this Contract. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

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

9.1.4 Business Auto Liability Insurance

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

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

Each Occurrence - Bodily Injury and Property Damage Combined	\$ 5,000,000
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9.1.5 Professional Liability Insurance

The minimum limits of Professional Liability insurance covering all work of the Design Professional without any exclusions unless approved in writing by Authority will remain in force for a period of three years following termination of this Contract. Any deductible amount over \$50,000 must be approved in writing by the Owner. The minimum limits of coverage are:

Each Claim	\$ 3,000,000
Annual Aggregate	\$ 3,000,000

9.1.6 Environmental Impairment (Pollution) Liability:

N/A

9.1.7 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 Authority, members of Authority’s governing body and the Authority’s officers, volunteers and employees, for damages or loss to the extent

covered and paid for by any insurance maintained by the Company.

9.1.8 Conditions of Acceptance

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

ARTICLE 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 the Design Professional must be made in writing to the Owner no later than 20 calendar days following the occurrence of the event giving rise to such claim. The Design Professional agrees that it waives any claims not made in writing to the Owner no later than 20 calendar days following the occurrence of the event giving rise to such claim. The Design Professional agrees that it waives any claim unless written supporting data is 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. The following shall occur as a condition precedent to the Owner's review of a claim by Design Professional unless waived in writing by the Owner:

11.2.1 Project Representatives' Meeting: Within five days (5) after a dispute occurs, the Design Professional's project management personnel who have authority to resolve the dispute shall meet with the Owner's project representative(s) who has authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for

purposes of rules of evidence.

11.2.2 Management Representatives' Meeting: If the Project Representatives' Meeting fails to resolve the dispute or if they fail to meet, a senior executive(s) for the Design Professional and for the Owner, neither of which have day to day Project management responsibilities, shall meet, within ten days (10) after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

11.2.3 Following the Project Representatives' Meeting and the Management Representatives' Meeting, the Owner will review the Design Professional's claims and may (1) request additional information from the Design Professional which will be immediately provided to the Owner, or (2) render a decision on all or part of the claim. The Owner will notify the Design Professional in writing of the disposition of the claim within 21 days following the receipt of such claim or receipt of additional information requested.

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 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.

11.6 For good cause, the Owner may waive the time limits mandated by Article 11.

ARTICLE 12 - ASSISTANCE IN LITIGATION

The Design Professional will render assistance to and on behalf of the Owner in litigation or other dispute resolution proceedings in connection with or arising out of this Contract or otherwise,

including any 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

The 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 its sole discretion, in any manner with the performance of services required hereunder. The 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 the notice 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 expiration of all limitations and warranty periods. 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 the Owner, the 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 the Design Professional to perform work at Peter O. Knight 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 the 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 the Design Professional.

16.5 In the event of termination, the Design Professional consents to the Owner's selection of a successor design professional of the Owner's choice to assist the Owner in completing the Project, provided that (1) for a termination for cause, the Owner exercises its rights in good faith, and (2) for any termination for convenience, the Owner makes all payments due to the Design Professional under this Contract. The Design Professional further agrees to cooperate and provide any information reasonably requested by the Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the Design Professional's instruments of service by the Owner and successor design professional as the Owner may desire. In the event that the Design Professional is terminated and a successor design professional is employed to complete the Project, the Design Professional shall not be liable for the successor design professional's work. However, the Design Professional remains liable under this Contract for all its acts and omissions up to and including the date of termination and subsequent provision of any information required to be provided under this provision.

ARTICLE 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 the 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 (1) 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 the 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 the 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 - PUBLIC ENTITY CRIME CERTIFICATION

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on an agreement to provide any goods or services to a public entity, may not submit a bid, proposal or reply on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies 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.

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.

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 Civil Rights. The Design Professional, with regard to the Work performed by it under the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. 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. During the performance of this Contract, the Design Professional, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

23.1.2.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

23.1.2.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

23.1.2.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

23.1.2.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

23.1.2.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

23.1.2.6 Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

23.1.2.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

23.1.2.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

23.1.2.9 The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

23.1.2.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

23.1.2.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the Design Professional must take reasonable steps to ensure that LEP persons have meaningful access to the Design Professional’s programs (70 Fed. Reg. at 74087 to 74100); and

23.1.2.12 Title IX of the Education Amendments of 1972, as amended, which prohibits the Design Professional from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- 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 the 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 The 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 the 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. The Design Professional, if required by such regulations, will provide assurances to the Owner that the 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 the Owner that small businesses owned and controlled by

socially and economically disadvantaged individuals referred to by Congress as DBEs will have a fair opportunity to compete for and participate in the performance of construction, architectural, engineering, and professional services contracts procured by Owner funded in whole or in part by the United States Department of Transportation (USDOT). The 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: The Design Professional and any subcontractor of the Design Professional will 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 the Owner's DBE Policy and Program in the award and administration of USDOT-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 Owner deems appropriate. Each contract the Owner executes with the Design Professional and each subcontract the 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 shall 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, which may include but not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Design Professional from future submittals as non-responsible.”

- 24.3 DBE Termination and Substitution: The Design Professional is prohibited from terminating a DBE subcontractor without prior written approval of the Owner in accordance with the Owner's procedures relating to DBE terminations contained in the DBE Policy and Program. This includes, but is not limited to, instances in which the Design Professional seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. 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 59.5% of the dollar amount of the design fees and construction administration services earned under this Contract, or at least 67.1% of the dollar amount of the design fees, construction administration and resident inspection services should the resident inspection services be assigned to the Design Professional by Work Order, or clearly demonstrate in a manner acceptable to the Owner its good faith efforts to obtain certified DBE subcontractors.

- 24.5 Monitoring: The Owner will monitor the ongoing good faith efforts of the Design Professional in meeting the requirements of this Article. The Owner will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between the Design Professional and the DBE participant, and other records pertaining to DBE participation, which the 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, the Owner reserves the right to review and approve all sub-leases or subcontracts utilized by the Design Professional for the achievement of these goals.
- 24.6 Prompt Payment: The 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 the Design Professional receives from the Owner. The Design Professional agrees further to release retainage payments, if any, 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 the Owner. This clause applies to both DBE and non-DBE subcontractors.
- 24.7 Reporting Requirements: The 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 the Owner's Business Diversity Manager calculated in accordance with the requirements of 49 CFR Part 26. If the required DBE participation is not met, the Design Professional will explain in the DBE Monthly Utilization Report the reasons for its failure to meet the prescribed goal and the strategy the 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 The Design Professional agrees to indemnify the Owner from the loss of any funds or other damages that may result from the 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 the Design Professional or good faith investigation by the Owner. Failure of the Design Professional to make a good faith effort to achieve DBE goals will be a material breach of this Contract. The determination of whether the 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 Contract, or to establish a good faith effort to do so, the Owner, after due process, will impose such Contract sanctions as the Owner, the FAA or both 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;

24.9.2 Assessing sanctions;

24.9.3 Liquidated damages;

24.9.4 Cancellation, termination or suspension of this Contract in whole or in part; and/or

24.9.5 Suspension or debarment of the 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, pursuant to the Owner's Policy P414, Suspension/Debarment of Contractors.

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 or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473.

ARTICLE 27 – E-VERIFY REQUIREMENT

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

ARTICLE 28 - 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:

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

By: _____

Title: _____

Print Name

Print Address

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

Notary for American Infrastructure Development, Inc.

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

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 _____ day of _____, 20_____.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

(Affix Corporate Seal)

By: _____
Robert I. Watkins, Chairman

ATTEST:

Victor D. Crist, Secretary

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

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 Victor D. Crist, in the capacity of Secretary, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary



October 19, 2016

Mr. Tom Thalheimer, CPPO, CPPB
Tampa International Airport
Senior Manager of Procurement – Capital Projects
P.O. Box 22287
Tampa, Florida 33622

Subject: Project Number 6310 17
Runway 4-22 and Other Pavement Rehabilitation
Peter O. Knight Airport

Dear Mr. Thalheimer:

Please find attached a copy of the Scope and Fee Proposal for the subject project. We look forward to working with you and HCAA on this project. Please let me know if you have any questions or require any additional information.

Sincerely,

American Infrastructure Development, Inc.

A handwritten signature in blue ink, appearing to read 'Mohsen Mohammadi', is written over a horizontal line.

Signature

Mohsen Mohammadi, Ph.D., P.E. – Project Manager
Name and Title

Attachments: Exhibit A – Scope of Work
Exhibit A-1 – Project Location Map
Exhibit B – Fee Estimate
Exhibit C – AECOM Survey Proposal
Exhibit D – Tierra Geotechnical and Q/A Testing Proposal
Insurance Certificate

cc: Sabina C. Mohammadi (AID)

GENERAL SCOPE

This scope proposal represents the Design Professional's understanding of the scope of the Runway 4-22 and Other Pavement Rehabilitation Project at the Peter O. Knight Airport (TPF). The Hillsborough County Aviation Authority (HCAA) is the Owner and Sponsor of the Project, and American Infrastructure Development, Inc. (AID) is the lead Design Professional.

The following presents AID's understanding of the elements of the scope of work. These elements are further illustrated in Exhibit A-1, Project Location Map.

- Reconstruct Runway 4-22 and two midfield Connector Taxiways – Complete reconstruction of Runway 4-22 is expected due to its age and the severity of pavement distresses such as pavement depressions, raveling, cracking, and overall pavement oxidation and weathering.
- Rehabilitate Taxiways A, C, E, and Tie Down Areas north of Taxiway C.
- Remove Pavement at Aircraft Tie-Down Area D – A total of five aircraft tie-downs west of the existing access road are planned to be removed as part of this project.
- Rehabilitate T-Hangar Taxilanes – The HCAA intends to mill and overlay the existing asphalt surface course on these paved areas due to their age and level of distress. The taxi drives into each T-Hangar unit will also be included in this project.
- Construct Fuel Farm Access Road – A portion of the existing roadway, which provides access to the fuel farm, consists of a dirt and gravel pavement section. This access road intersects with Taxiway A and requires continuous monitoring to avoid migration of dirt and gravel on to the active taxiway. In addition, due to the sharp grade changes on the concrete ramp portion of this road, the fuel trucks have difficulty exiting the ramp, which requires the trucks to traverse the roadway in reverse. As part of this project, the HCAA would like to consider a turnaround area for the trucks exiting the fueling site.
- Improve Stormwater Design related to relocating Connector Taxiways or pavement removal in the tie-down areas. Adjustments to the existing inlet structures and piping may be required depending on the preferred location of the Connector Taxiways. Also, based on the field investigations and ground water elevations, the design will also consider the construction of underdrains to further protect the new pavement on Runway 4-22 and the connector taxiways.
- Relocation of one stormwater manhole located on the Taxiway A pavement, if costs permit.
- Inspect and design a correction for the threshold lights on Runway 4-22. Runway 18-36 lighting and signage is not included in this scope. If the inspection confirms that the lights are located at the start of the threshold bar, FDOT requires that they have to be located 2-10 feet before the threshold.
- Verify and correct the location of any existing airfield guidance signs that may be too close to the taxiway pavements.
- Design and construct LED taxiway and runway edge lighting and airfield guidance signage for the new pavement areas within this project, which is also compliant with the HCAA's sustainability initiatives and energy conservation.

This project is partially funded by Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT) and HCAA. Reconstruction of Runway 4-22 and the rehabilitation of Taxiway A and the connector taxiways are eligible for FAA funding. Other elements of work are not FAA eligible. The intent of this project is to prepare one set of construction documents but separate the eligible and in-eligible costs for funding purposes.

Design Criteria

This project will be designed in accordance with the following technical design criteria:

- FAA Advisory Circular AC 150/5300-13A, Change 1, Airport Design
- FAA Advisory Circular AC 150/5320-6E, Airport Pavement Design and Evaluation
- FAA Advisory Circular AC 150/5340-1J, Standards for Airport Marking
- FAA Advisory Circular AC 150/5340-30H, Design and Installation Details for Airport Visual Aids

Construction drawings will be prepared in AutoCAD format per HCAA requirements and delivered electronically (PDF).

AID Team will provide the following general services for this project:

- Project Management of the project from project verification to construction completion
- Coordination with design, survey and geotechnical Subconsultants
- Coordination with HCAA, FDOT and FAA, as required
- Preparation of minutes of meetings
- Program verification and site investigations
- Review and update of the construction front-end contract/legal documents provided by HCAA and FAA
- Preparation of Construction Plans and Specifications
- Preparation of the Engineer's Report and construction cost estimates including an estimate of DBE percentage for construction
- Bidding and award assistance
- Construction phase services

Specific tasks (Basic and Special Services) related to the above items are identified in each phase of the project as described below.

BASIC SERVICES

Phase 1 – Program Verification

AID will perform the following tasks under this phase:

- Determine the number and locations of pavement cores.
- Meet and coordinate with the survey and geotechnical Subconsultants.
- Investigate field conditions, including existing pavement, existing airfield lighting and signage, haul routes and staging areas.
- Coordinate and attend a Pre-Design meeting with HCAA, FAA and tenants on project challenges such as design alternatives, project phasing, construction staging, budget and schedule.

- Coordinate and attend a public informational meeting, if required, with the Airport neighbors to provide pertinent information on the project, schedule, and phasing.
- Prepare a preliminary construction schedule considering weather and air traffic conditions.
- Identify any additional information that may be required from field investigations or other agencies.

Deliverables: AID will verify the owner's PMP, provide meeting minutes, and provide a preliminary schedule to HCAA.

Phase 2 – Design Development (30%)

Following the Program Verification phase and the receipt and review of survey and geotechnical data, AID will proceed with the 30% level design and plans production. AID will visit the site to field verify the survey information and address any comments received during the Program Verification phase. Specifically, the following tasks will be performed under this phase:

- Complete Preliminary pavement design
- Formulate Preliminary phasing analysis
- Prepare 30% plans and outline of Specifications
- Evaluate existing Lighting and Signage and provide recommendation for design
- Update the construction cost estimate
- Update the construction schedule
- Prepare Preliminary Engineer's Report
- Identify any modifications to FAA design standards (such as base reclamation)
- Prepare an outline of technical specifications

Deliverables: AID will submit PDF and two (2) 11X17 printed copies of 30% drawings and a Preliminary Engineer's Report to HCAA for review. AID will also submit the QA/QC documentation to HCAA. Upon receipt of review comments from HCAA, AID will proceed with the 60% level contract documents.

Phase 3A – Contract Documents (60%)

During this phase, AID will continue with the design and preparation of the construction drawings and specifications. Specifically, the following tasks will be performed under this phase:

1. Finalize the pavement design
2. Evaluate the construction sequence and update the phasing plan
3. Prepare Modifications of Design Standards, if required, including the use of Full Depth Reclamation (FDR)
4. Prepare Airspace Analysis for submittal via OE/AAA web portal (submittal by HCAA)
5. Prepare 60% level drawings, which will include at a minimum:
 - a. Cover Sheet
 - b. Project Site/Layout Plan
 - c. Project Survey Control Plan
 - d. Geotechnical/Boring Location Plan

Project No. 6310 17
Runway 4-22 and Other Pavement Rehabilitation
Peter O. Knight Airport
Exhibit A: Scope of Work



- e. Project Safety Plan
 - f. Project Phasing/Construction Sequencing Plan
 - g. General/Safety Notes Plan
 - h. Project Key Sheet
 - i. Typical Sections
 - j. Staking and Demolition Plans
 - k. Paving, Grading, and Drainage Plans
 - l. Pavement Marking Plans
 - m. Electrical Plans and Details
6. Review and revise construction cost estimate
 7. Review and revise construction schedule
 8. Update the Engineer's Report
 9. Assist with the FAA and Local Front-End documents
 10. Prepare Draft Technical Specifications

Deliverables: AID will submit a PDF and two (2) 11X17 printed copies of 60% drawings and a Draft Engineer's Report to HCAA for review. AID will assist HCAA in submitting the MOS's and Airspace Evaluations to the FAA, as necessary. AID will also submit the QA/QC documentation to HCAA.

Phase 3B – Contract Documents (90%)

AID will proceed with the final construction documents, including finalizing the construction phasing plan. At this stage, the construction cost estimate and the construction schedule will be updated and finalized and the Engineer's Report will be completed.

The Project Manual, which will contain front-end documents, FAA General Provisions and Contract Provisions, Technical Specifications, and the geotechnical report, will also be completed. In addition, 90% construction drawings will be prepared including at a minimum:

- a. Cover Sheet
- b. Project Site/Layout Plan
- c. Project Survey Control Plan
- d. Geotechnical/Boring Location Plan
- e. Project Safety Plan
- f. Project Phasing/Construction Sequencing Plan
- g. General/Safety Notes Plan
- h. Project Key Sheet
- i. Typical Sections
- j. Staking and Demolition Plans
- k. Paving, Grading and Drainage Plans
- l. Drainage Details
- m. Tie-Down Plans and Details
- n. Pavement Marking Plans

o. Electrical Plans and Details

Deliverables: AID will submit a PDF and two (2) 11X17 printed copies of the 90% contract documents to HCAA, one (1) PDF copy to the FAA, and one (1) 11x17 copy to FDOT for their review. The Final Engineer's Report and Cost Estimates will also be submitted. AID will meet with HCAA, the FDOT, the FAA and tenants, as necessary, to address any final comments regarding the construction of this project.

Phase 3C – Contract Documents (100%)

Upon receipt of final comments from HCAA and the FAA, AID will proceed with the preparation of the bidding documents. This effort includes incorporating comments by updating the construction drawings, the project manual (front-end documents, general provisions, and technical specifications), the Engineer's Report, the construction cost estimate, estimate of DBE%, and the construction schedule. Signed and sealed contract documents will be submitted to HCAA.

Deliverables: AID will submit a PDF and two (2) 11X17 printed signed and sealed copies of the 100% contract documents to HCAA and reproduce an additional 5 CD's for distribution during the bidding phase.

Phase 4 – Bidding and Award Services

This phase will include the effort necessary to advertise for and receive bids from contractors, and to review the bids and make a recommendation of award to HCAA and the FAA. HCAA will advertise this project where interested bidders and plan rooms may download the bidding documents. The following tasks will be performed by AID during this phase:

- Prepare for and attend the Pre-Bid Conference, including the preparation of a PowerPoint presentation, and attend the pre-bid site visit
- Address questions from bidders
- Make revisions to contract documents and issue Addenda
- Attend the bid opening
- Review all bids for responsiveness and accuracy
- Prepare certified Bid Tabs
- Make recommendation for the award of the contract
- Prepare and submit Conformed Contracts in addition to AutoCAD files and Word/Excel documents

Phase 5 – Construction Phase Services

HCAA will provide a separate Notice-to-Proceed for Phase 5, Construction Phase Services.

AID will provide Construction Administration and Construction Inspection Services during construction, including civil and electrical inspections, and quality assurance testing. Specific tasks (Basic and Special Services) construction phase services are described below.

- Submit Conformed Documents
- Management of the project during construction and grant closeout
- Coordination with AID Team members (Quality Assurance Testing, RPR)
- Coordination with HCAA, FDOT, FAA and other tenants, as necessary

- Preparation of minutes of meetings as necessary
- Construction Administration and Full-Time Resident Project Representative (RPR) services, if requested by HCAA
- Quality Assurance Testing
- Project Closeout

Construction Administration (Basic Services)

AID will perform typical basic construction administration tasks as part of the contract. These tasks include:

- Attend weekly meetings with HCAA for general coordination and to discuss the status of the project, schedule, budget, site conditions and other issues that may arise during construction.
- Perform general coordination with the Subconsultants on a weekly basis via teleconference calls to discuss the status of the project, schedule, budget, site conditions and other issues that may arise during construction.
- Prepare a Construction Management Plan as required by the FAA for Owner review and submittal to the FAA. The plan will include information on the quality assurance testing requirements, Contractor's quality control plan, submittals, testing lab certifications, contractor's personnel, consultant's personnel, and responsibilities of all organizations involved.
- Prepare for and participate in the preconstruction conference
- Review and approve, or take other appropriate action, upon review of the shop drawings, samples and other submissions furnished by the contractor and submitted to AID. AID shall determine if the shop drawings, samples and other submissions reasonably conform to the design of the project and the requirements of the contract documents. Such action(s) shall be taken with reasonable promptness so that construction will not be delayed. AID will maintain a log of all contractor submittals, which shall include the submittal date, the action taken and the date returned to the Contractor.
- Attend weekly construction meetings and weekly site visits (by the Project Manager and/or Sr. Engineer) to the construction site to determine if the work is proceeding in accordance with the contract documents, as well as the contractor's construction schedule. AID will make periodic written reports to HCAA to advise of any deviation from the contract documents or the Contractor's construction schedule observed by or brought to the attention of AID. AID will keep HCAA informed as to the progress and quality of the work and will endeavor to protect HCAA against defects and deficiencies in the work completed by the contractor. AID shall not have control or be in charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the contractor, subcontractors, any of their agents or the subcontractor's employees, or any other person performing any of the work, or for the failure of such persons to carry out the work in accordance with the contract documents. However, AID will notify HCAA of any such act, omission or failure on the part of the construction contractor observed by AID during on-site visits.
- Attend weekly construction meetings. This weekly meeting will be attended by the Contractor, RPR, and the Engineer to discuss progress of the work, schedule, budget/change orders and other construction related items. AID will provide design clarifications and recommendations to assist HCAA in resolving field problems relating to the construction.
- Prepare routine change orders and assess the justification for such change orders, as required. Evaluate contractor change and cost proposals and substitutions, and recommend to HCAA to either approve or disapprove the

contractor's proposal or substitution.

- Review laboratory tests and shop drawings and report to HCAA, in writing, on such matters.
- Review contractor's monthly applications for payment and supporting data, review the amount owing to contractor and approve, in writing, all payments to contractor in accordance with the contract documents.
- Perform, together with HCAA, inspections of the construction site to determine if the project is substantially complete, and perform a final inspection to determine if the project has been completed in accordance with the contract documents and if each contractor has fulfilled all its obligations thereunder so that AID may approve, if applicable, in writing, final payment to each contractor.
- AID will assist HCAA in receiving from the Contractor and forwarding to HCAA written warranties and related documents assembled by the contractors.

To avoid misunderstandings or questions, AID understands and agrees that HCAA shall have the responsibility for the general administration of the construction contract. Accordingly, AID shall not have the authority or responsibility to issue direct instructions to provide directions to the Contractor on work stoppage authorizations that are contractually obligated to HCAA, or to require special inspections and/or tests. AID, however, shall provide continuing counsel to HCAA throughout the construction of the project.

Construction Resident Project Representative (RPR) Services (Special Services), if requested by HCAA

AID will provide a full-time on-site RPR to perform inspections on this project, if requested by HCAA. The RPR will provide daily inspection reports, oversee and coordinate quality assurance testing activities, review test results, attend daily and weekly coordination meetings and coordinate with the Design Team on the interpretation of the design documents. Specific duties of the RPR shall include:

- Coordination of the Contractor's mobilization to the site
- Monitoring the Contractor's progress as it relates to the construction schedule and completion dates
- Coordination of possible ways to improve project sequencing or phasing
- Collection, review, logging and distribution of Contractor's correspondence and submittals
- Coordination, review, distribution and logging of Contractor's RFI's
- Reviewing and approving Contractor's submitted quantities and pay requests
- Daily monitoring of Contractor's field activities
- Maintaining a daily construction log
- Attending weekly progress meetings
- Taking project progress photographs
- Coordinating, scheduling and reviewing Quality Assurance testing
- Monitoring and tracking the Contractor's adherence to their Quality Control Plan
- Adminstrating Change Orders, as necessary
- Organizing, preparing for and leading the substantial completion and final inspections
- Preparing and issuing certificates of substantial completion and final completion

- Creating the Contractor's punch list of unfinished items
- Verifying the Contractor's completion of the punch list
- Collecting the Contractor's as-built information and verifying completeness
- Preparing the final closeout documentation in accordance with FDOT and FAA requirements
- Certifying the completion of the project to general conformance with the Contract Documents
- Assisting with Davis Bacon wage rate interviews, if required

The RPR shall have limited authority on site as follows. The RPR shall not:

- Authorize any deviation from the construction Contract Documents or substitution of materials or equipment
- Exceed the limitations of HCAA or the Design Team as set forth in the construction Contract Documents
- Undertake any of the responsibilities of the Contractors, Subcontractors or Contractor's superintendents
- Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the construction Contract Documents
- Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
- Accept shop drawings or sample submittals from anyone other than the prime Contractor
- Authorize HCAA to occupy the project in whole or in part
- Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized

For purposes of fee derivation, it is assumed that the RPR will work an average of forty (40) to fifty (50) hours per work week for the duration of the project. An additional ten percent (10%) of the RPR hours are included in the proposal for a back-up RPR to supplement the inspection time, if required.

SPECIAL SERVICES

The following special services will be needed during the design and construction phases of the project.

Geotechnical Investigation Survey

Perform or obtain the services of a Subcontractor to perform subsurface investigations, including performance of test borings, soil samples and other foundation investigations, laboratory analyses of the samples, and engineering analyses not anticipated as Basic Services. AID or the subcontractor shall prepare a detailed report of all findings and AID shall deliver to HCAA Representative two (2) copies of the report, including a PDF copy.

Topographic Survey

Perform or obtain the services of a Registered Professional Surveyor subcontractor to perform field surveys and investigations in order to establish or verify boundaries and monuments, perform topographic surveys, perform route surveys, prepare property or easement descriptions, perform associated office work under the direction of a Registered Professional Surveyor, and deliver to HCAA representative a signed and sealed set of survey documents.

Community Outreach

AID will prepare and implement a community outreach plan since it is critical to establish a program to keep the airport neighbors informed of the construction activity well in advance of any construction traffic. AID will plan and conduct three public meetings prior to construction to help inform the neighborhood about the upcoming project and schedule, haul routes, and procedures that will be put into place to keep roads clean and safe.

Permitting

Assist HCAA representative in securing any special licenses or permits (SWFWMD, DEP, City of Tampa), which may be required for the completion of the project, it being understood by the parties that the fees for said special licenses and permits will be paid by HCAA.

Drainage Permitting Notification to SWFWMD- AID will provide the necessary notification to SWFWMD for the project. A permit fee allowance has been included in the fee summary.

Quality Assurance Testing

In accordance with the approved construction management plan, the AID Team will provide an on -site representative to perform laboratory and field quality assurance material testing services during the earthwork, base work and paving phases of this project (Phase 5 NTP).

ALP Update

AID will update the Airport Layout Plan Drawings to reflect the changes to the airfield as part of this project. The update will include Sheet 4 - Airport Layout Plan Drawing. The drawing will be submitted to HCAA and the FAA for draft review and comment. A final drawing will be prepared for FAA and Owner signatures.

Meeting/Coordination with FAA

AID will prepare for and meet with the FAA Airports District Office (ADO) representative to identify and facilitate approval of any modifications to FAA standards (such as base course reclamation).

Airspace Checklist

AID will assist HCAA by preparing the Airspace Checklist and submitting it to the FAA, via the OE/AAA web portal, in conjunction with a Construction Safety and Phasing Plan. AID will submit multiple points and 7460 forms to clearly identify the different elements of the project, including construction staging areas, haul routes, and many specific construction sites for FAA's review and approval.

Prepare Record Drawings

AID will provide one set of drawings and CAD (and PDF) files of record drawings, corrected to show significant changes made in the work during the construction of the project. Such corrections shall be based upon as built prints, drawings, field sketches and other data furnished to HCAA by the Contractor.

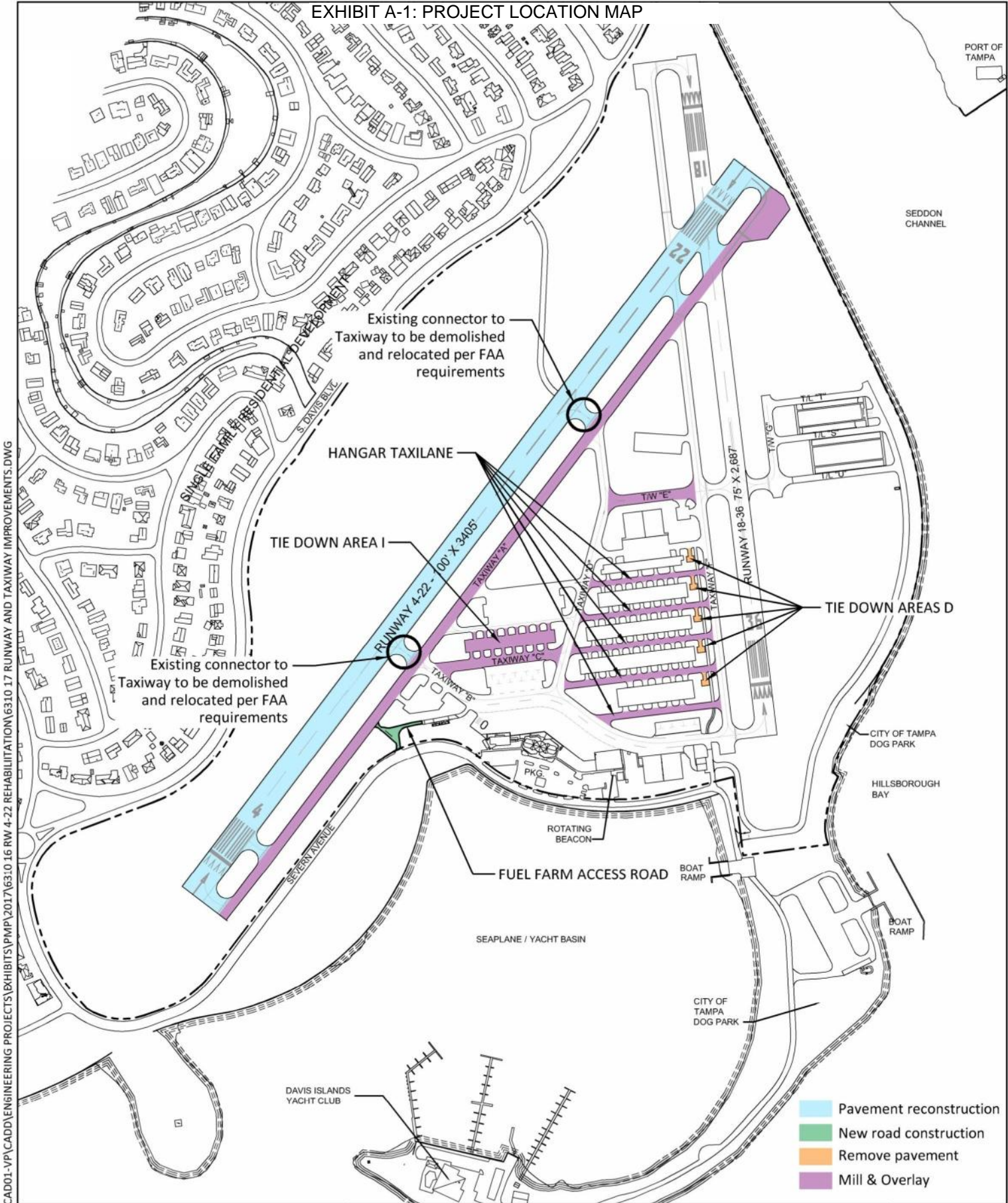


SCHEDULE

The following is a tentative schedule for the design, bidding, and construction phases of this project. AID will adjust the schedule as necessary to meet certain deadlines established by HCAA, including meeting the critical dates for FAA Grant Application.

<u>Task</u>	<u>Complete by:</u>	<u>Number of Days</u>
NTP for Design and Bidding	November 3, 2016 (Board Meeting)	
15% - Field Investigations/Data Collection	December 5, 2016	32
30% - Schematic Design (and Field Investigations)	December 26, 2016	21
60% - Design Development	February 13, 2017	49
90% - Contract Documents	April 3, 2017	49
100% - Contract Documents	April 19, 2017	16
Bid Documents	May 1, 2017	12
Open Bids	June 5, 2017	35
Construction Contract Award	August 3, 2017 (Board Meeting)	59
NTP for Construction	August 28, 2017	25
Construction (210 calendar days)	March 26, 2018	210
Punchlist/Closeout	April 27, 2018	32

EXHIBIT A-1: PROJECT LOCATION MAP



FILE NAME: \\PND-CAD01-VP\CADD\ENGINEERING PROJECTS\EXHIBITS\PM\1\2017\6310 16 RW 4-22 REHABILITATION\6310 17 RUNWAY AND TAXIWAY IMPROVEMENTS.DWG



HCAA Planning & Development

DESIGN SAN DRAWN JWS CHECKED SAN

PROJECT NAME
RUNWAY 4-22 AND OTHER PAVEMENT REHABILITATION

AIRPORT
Peter O. Knight Airport

PROJECT NO.
6310 17

SCALE
1" = 500'

SHEET TITLE
SITE PLAN

DATE
06/03/2016

**EXHIBIT B
FEE ESTIMATE**

**Project Number 6310 17
Project Fee Proposal
AID- Summary Sheet**

Runway 4-22 and Other Pavement Rehabilitation at Peter O. Knight Airport

Basic Services	15%	30%	60%	90%	100%	Bid & Award	Construction	Resident	Total	%DBE	% DBE
Design, Bidding, and Construction Phase Services	Schematic	Design Dev.	Design Dev.	Const. Docs	Final Docs	Services	Administration	Inspection		W/ RPR	W/O RPR
AID	\$ 18,570.00	\$ 39,888.00	\$ 69,720.00	\$ 79,050.00	\$ 35,670.00	\$ 14,412.00	\$ 92,154.00	\$ 163,560.00	\$ 513,024.00	\$ 513,024.00	\$ 349,464.00
AECOM	\$ 15,966.42	\$ 29,948.98	\$ 58,689.66	\$ 49,366.08	\$ 31,134.80	\$ 7,519.56	\$ 54,502.76	\$ -	\$ 247,128.26		
									\$ -		
Design Phase Subtotal:	\$ 34,536.42	\$ 69,836.98	\$ 128,409.66	\$ 128,416.08	\$ 66,804.80	\$ 21,931.56	\$ 146,656.76	\$ 163,560.00	\$ 760,152.26		
Reimbursable Expenses											
AECOM Survey	\$ 39,047.00								\$ 39,047.00		
Geotechnical - Tierra	\$ 15,634.92								\$ 15,634.92	\$ 15,634.92	\$ 15,634.92
Construction Material Testing - Tierra							\$ 58,813.85		\$ 58,813.85	\$ 58,813.85	\$ 58,813.85
Reproduction Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	\$ 2,000.00		
Reimbursable Expense Subtotal:	\$ 54,681.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,813.85	\$ -	\$ 115,495.77		
Total Fees (Basic Services and Reimb. Expenses):	\$ 89,218.34	\$ 69,836.98	\$ 128,409.66	\$ 128,416.08	\$ 66,804.80	\$ 21,931.56	\$ 205,470.61	\$ 163,560.00	\$ 875,648.03	\$ 587,472.77	\$ 423,912.77

\$ 875,648.03 \$ 712,088.03
67.1% 59.5%

TOTAL FEES:	\$ 875,648.03
OWNER ALLOWANCE:	\$ 88,351.97
TOTAL CONTRACT AMOUNT:	\$ 964,000.00

**EXHIBIT B
FEE ESTIMATE**

**Project Number 6310 17
Project Fee Proposal
15% Design**

Runway 4-22 and Other Pavement Rehabilitation at Peter O. Knight Airport

Scope/Task	Principle Hours	PM Hours	Sr. AE Hours	AE Hours	AE Hours	Sr. Designer Hours	Designer Hours	Clerical Hours			Total
Basic Design Services											
Task - 15% Design - AID											
Field Investigation		4	4	4							12
Subconsultant Coordination			8	4				4			16
Kick-Off Meeting	2	4	4					2			12
Review Existing Documents		2	8	8		8					26
Prepare Base Drawings			2		16	8	24				50
Update Construction Schedule			2								2
Update Cost Estimate			4		2		2				8
HCAA Coordination/Meetings (2)	2	4	4					2			12
											0
Subtotal Hours	4.00	22.00	32.00	12.00	18.00	16.00	26.00	8.00	-		138
Rate	\$ 77.00	\$ 68.00	\$ 55.00	\$ 44.00	\$ 42.00	\$ 30.00	\$ 27.00	\$ 20.00			
Subtotal Direct Labor	\$ 308.00	\$ 1,496.00	\$ 1,760.00	\$ 528.00	\$ 756.00	\$ 480.00	\$ 702.00	\$ 160.00	\$ -		\$ 6,190.00
Subtotal Burdened Labor @		3.00									\$ 18,570.00

Scope/Task	Principal Hours	PM Hours	SE Hours	E Hours	Sr. Designer Hours	Designer Hours	Sr. Tech Hours	Tech Hours	Clerical Hours		Total
Basic Design Services											
Task - 15% Design AECOM											
Kickoff Meeting		4									4
Records Research		4	4	8	16	8					40
Base Drawings		2		16	40						58
Meetings		4		4							8
											0
Subtotal Hours	-	14.00	4.00	28.00	56.00	8.00	-	-	-		110
Rate	\$ 103.00	\$ 65.00	\$ 63.00	\$ 50.00	\$ 50.00	\$ 40.00	\$ 35.00		\$ 25.00		
Subtotal Direct Labor	\$ -	\$ 910.00	\$ 252.00	\$ 1,400.00	\$ 2,800.00	\$ 320.00	\$ -	\$ -	\$ -		\$ 5,682.00
Subtotal Burdened Labor @		2.81									\$ 15,966.42

**EXHIBIT B
FEE ESTIMATE**

**Project Number 6310 17
Project Fee Proposal
30% Design**

Runway 4-22 and Other Pavement Rehabilitation at Peter O. Knight Airport

Scope/Task	Principle Hours	PM Hours	Sr. AE Hours	AE Hours	AE Hours	Sr. Designer Hours	Designer Hours	Clerical Hours			Total
Basic Design Services											
Task - 30% Design - AID											
Complete Preliminary Pavement Design		2	4	2							8
Preliminary Phasing Analysis		2	8	4		4					18
Prepare 30% Drawings		16	24	24	24	64	40				192
Update Construction Cost Estimate			2			2		2			6
Update Construction Schedule			4					2			6
Prepare Preliminary Engineer's Report		2	8	16		4		4			34
Identify any Modification to Standards		2	2								4
Prepare outline of Technical Specifications			2	4				2			8
Quality Review	2	4									6
Submit 30% Documents			2	2	2	4	4	2			16
HCAA Coordination/Meetings (4)	2	12						2			16
											0
											0
											0
											0
											0
Subtotal Hours	4.00	40.00	56.00	52.00	26.00	78.00	44.00	14.00	-		314
Rate	\$ 77.00	\$ 68.00	\$ 55.00	\$ 44.00	\$ 42.00	\$ 30.00	\$ 27.00	\$ 20.00			
Subtotal Direct Labor	\$ 308.00	\$ 2,720.00	\$ 3,080.00	\$ 2,288.00	\$ 1,092.00	\$ 2,340.00	\$1,188.00	\$ 280.00	\$ -		\$ 13,296.00
Subtotal Burdened Labor @		3.00									\$ 39,888.00

Scope/Task	Principal Hours	PM Hours	SE Hours	E Hours	Sr. Designer Hours	Designer Hours	Sr. Tech Hours	Tech Hours	Clerical Hours	Total
Basic Design Services										
Task -30% AECOM										
Preliminary Lighting Design Plans		8	4	16	16	24				68
Preliminary Marking Design Plans		4	2	16	16	24				62
Develop Preliminary Const. Phasing		8	4	4						16
Field Inspections & Survey		4	8	16						28
QA/QC 30% Preliminary Plans		8	8						4	20
Review Meetings		8		4						12
										0
										0
Subtotal Hours	-	40.00	26.00	56.00	32.00	48.00	-	-	4.00	206
Rate	\$ 103.00	\$ 65.00	\$ 63.00	\$ 50.00	\$ 50.00	\$ 40.00	\$ 35.00	\$ -	\$ 25.00	
Subtotal Direct Labor	\$ -	\$ 2,600.00	\$ 1,638.00	\$ 2,800.00	\$ 1,600.00	\$ 1,920.00	\$ -	\$ -	\$ 100.00	\$ 10,658.00
Subtotal Burdened Labor @		\$ 2.81								\$ 29,948.98

**EXHIBIT B
FEE ESTIMATE**

**Project Number 6310 17
Project Fee Proposal
60% Design**

Runway 4-22 and Other Pavement Rehabilitation at Peter O. Knight Airport

Scope/Task	Principle	PM	Sr. AE	AE	AE	Sr. Designer	Designer	Clerical			Total
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
Basic Design Services											
Task - 60% Design - AID											
Review Owner and other Comments		2	4								6
Finalize Pavement Design			4	4							8
Evaluate Construction Sequence and Phasing		2	8	4		2					16
Prepare 60% Drawings		24	40	40	24	80	80				288
Update Construction Cost Estimate			2	2		2		2			8
Update Construction Schedule			2	2							4
Update Engineer's Report			4	8		4		4			20
Prepare Draft Front-End Documents			8	4				8			20
Prepare Draft Specifications			8	8				8			24
Quality Review	2	8									10
Submit 60% Documents			4	8	4	8	8	2			34
HCAA Coordination/Meetings (8)	2	24	8					2			36
Coordinate Modification of Design Standards		2	8	24				4			38
Prepare Environmental Documentations (CATEX)			8					2			10
Prepare Airspace Evaluation (OE/AAA)		2	8	4	8			2			24
Grant Assistance (Quarterly Reports, Application)											0
											0
Subtotal Hours	4.00	64.00	116.00	108.00	36.00	96.00	88.00	34.00	-		546
Rate	\$ 77.00	\$ 68.00	\$ 55.00	\$ 44.00	\$ 42.00	\$ 30.00	\$ 27.00	\$ 20.00			
Subtotal Direct Labor	\$ 308.00	\$ 4,352.00	\$ 6,380.00	\$ 4,752.00	\$ 1,512.00	\$ 2,880.00	\$ 2,376.00	\$ 680.00	\$ -		\$ 23,240.00
Subtotal Burdened Labor @		3.00									\$ 69,720.00

Scope/Task	Principal	PM	SE	E	Sr. Designer	Designer	Sr. Tech	Tech	Clerical		Total
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
Basic Design Services											
Task - 60% Design AECOM											
Incorporate Comments from 30% Review		4	8	12	20						44
Prepare 60% Lighting Construction Documents		8	16	40	40	24	16				144
Prepare 60% Marking Construction Documents		8	16	24	32	16	16				112
Construction Safety & Phasing Plan		4	8	8							20
Engineer's Report		4	16	8					8		36
QA/QC 60% Construction Documents		8	8								16
Review Meetings		16		16					2		34
											0
Subtotal Hours	-	52.00	72.00	108.00	92.00	40.00	32.00	-	10.00		406
Rate	\$ 103.00	\$ 65.00	\$ 63.00	\$ 50.00	\$ 50.00	\$ 40.00	\$ 35.00	\$ -	\$ 25.00		
Subtotal Direct Labor	\$ -	\$ 3,380.00	\$ 4,536.00	\$ 5,400.00	\$ 4,600.00	\$ 1,600.00	\$ 1,120.00	\$ -	\$ 250.00		\$ 20,886.00
Subtotal Burdened Labor @		\$ 2.81									\$ 58,689.66

**EXHIBIT B
FEE ESTIMATE**

**Project Number 6310 17
Project Fee Proposal
Bid Award Services**

Runway 4-22 and Other Pavement Rehabilitation at Peter O. Knight Airport

Scope/Task	Principle	PM	Sr. AE	AE	AE	Sr. Designer	Designer	Clerical			Total
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
Basic Design Services											
Task - Bid & Award Services - AID											
Prepare for and Attend Pre-Bid Conference		4	4					2			10
Address questions from bidders		2	8					4			14
Make revisions to contract docs/issue Addenda		2	4	4		4		2			16
Attend Bid Opening		2									2
Review Bids for Responsiveness		2	4					2			8
Certified Bid Tabs/Award Contract		2	2					4			8
Conformed Contract Preparation			4	8		8	8	4			32
HCAA Coordination/Meetings (4)	2	8	4					2			16
											0
Subtotal Hours		2.00	22.00	30.00	12.00	-	12.00	8.00	20.00	-	106
Rate		\$ 77.00	\$ 68.00	\$ 55.00	\$ 44.00	\$ 42.00	\$ 30.00	\$ 27.00	\$ 20.00		
Subtotal Direct Labor		\$ 154.00	\$ 1,496.00	\$ 1,650.00	\$ 528.00	\$ -	\$ 360.00	\$ 216.00	\$ 400.00	\$ -	\$ 4,804.00
Subtotal Burdened Labor @			3.00								\$ 14,412.00

Scope/Task	Principal	PM	SE	E	Sr. Designer	Designer	Sr. Tech	Tech	Clerical		Total
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
Basic Design Services											
Task - Bid & Award Services AECOM											
Attend PreBid Conference		2		2							4
Assist in Addenda Preparation and answer questions		4	8	8	4				4		28
Conformed Documents Preparation		2	4	4	8						18
Subtotal Hours		-	8.00	12.00	14.00	12.00	-	-	4.00		50
Rate		\$ 103.00	\$ 65.00	\$ 63.00	\$ 50.00	\$ 50.00	\$ 40.00	\$ 35.00	\$ -	\$ 25.00	
Subtotal Direct Labor		\$ -	\$ 520.00	\$ 756.00	\$ 700.00	\$ 600.00	\$ -	\$ -	\$ -	\$ 100.00	\$ 2,676.00
Subtotal Burdened Labor @			\$ 2.81								\$ 7,519.56

**EXHIBIT B
FEE ESTIMATE**

**Project Number 6310 17
Project Fee Proposal
CA Services**

Runway 4-22 and Other Pavement Rehabilitation at Peter O. Knight Airport

Scope/Task	Principle	PM	Sr. AE	AE	AE	Sr. Designer	Designer	Clerical		Total
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
Basic Design Services										
Task - CA Services - AID (210 Days for Construction, 30 Days Closeout)										
Coordinate with Subconsultants	2	24	16					16		58
Prepare a Construction Management Plan		8	24			8		16		56
Prepare for and Attend Pre-Construction Conf		4	8			4		4		20
Review Shop Drawings/Submittals		16	40	24				24		104
Respond to RFI's		8	32	16				8		64
Weekly Progress Meetings/Site Visits	8	64	32							104
Prepare Change Orders		2	8	4				4		18
Review Test Results		4	16	8						28
Review Periodic Payment Requests		10	4					4		18
Perform Final Inspection/Prepare Punch list (2 Visits)	4	8	16					4		32
Assist in Project Closeout		4	16	4				8		32
Update ALP			4			16				20
Prepare Record Drawings		2	8		8	24	24	4		70
										0
										0
Subtotal Hours	14.00	154.00	224.00	56.00	8.00	52.00	24.00	92.00	-	624
Rate	\$ 77.00	\$ 68.00	\$ 55.00	\$ 44.00	\$ 42.00	\$ 30.00	\$ 27.00	\$ 20.00		
Subtotal Direct Labor	\$ 1,078.00	\$ 10,472.00	\$ 12,320.00	\$ 2,464.00	\$ 336.00	\$ 1,560.00	\$ 648.00	\$ 1,840.00	\$ -	\$ 30,718.00
Subtotal Burdened Labor @		3.00								\$ 92,154.00

Scope/Task	Principal	PM	SE	E	Sr. Desiner	Designer	Sr. Tech	Tech	Clerical	Total
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Basic Design Services										
Task - CA AECOM										
Bi Weekly Contractor's Meeting & Site Visit		64	16							80
Review Shop Drawings		8	32	16						56
Respond to RFI's		8	16	8					8	40
Construction Changes & Change Orders		8	8	16	8				8	48
Prepare Construction Management Plan		8	8							16
Perform substantial and final inspections		16	16							32
Prepare Record Drawings		4	16		40					60
										0
Subtotal Hours	-	116.00	112.00	40.00	48.00	-	-	-	16.00	332
Rate	\$ 103.00	\$ 65.00	\$ 63.00	\$ 50.00	\$ 50.00	\$ 40.00	\$ 35.00	\$ -	\$ 25.00	
Subtotal Direct Labor	\$ -	\$ 7,540.00	\$ 7,056.00	\$ 2,000.00	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ 19,396.00
Subtotal Burdened Labor @		\$ 2.81								\$ 54,502.76

**EXHIBIT B
FEE ESTIMATE**

**Project Number 6310 17
Project Fee Proposal
Resident Inspections**

Runway 4-22 and Other Pavement Rehabilitation at Peter O. Knight Airport

Scope/Task		Senior Construction Inspector	Construction Inspector	Airport Engineer	Airport Engineer	Graduate Engineer	Admin						Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours						
Task - Resident Inspections - AID													
Construction Inspector (210 Construction Duration)		1,450											1450
													0
													0
													0
Subtotal Hours		1,450.00	-	-	-	-	-	-	-	-	-	-	1450
Rate		\$ 47.00											
Subtotal Direct Labor		\$ 68,150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68,150.00
Subtotal Burdened Labor @			2.40										\$ 163,560.00

Scope/Task			PM	Senior Construction Inspector									Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
													0
													0
													0
													0
Subtotal Hours		-	-	-	-	-	-	-	-	-	-	-	0
Rate													
Subtotal Direct Labor		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Burdened Labor @													\$ -

EXHIBIT C

SURVEY ESTIMATION CHART

Consultant: AECOM
 FIN. NO. _____
 Contract No.: _____
 Name of Job Perter O. Knight Airport
 From: RW 4-22 & hangers
 County(ies) Hillsborough
 Estimator's Name: Gary W Lutes, PSM

Authorization: _____
 F.A.PROJ. #: _____
 Project Manager Dennis Combs
 To: _____
 Project Length: Approximately 3400 LF (RW 4-22)
 Date: Sept. 26, 2016

SURVEY FUNCTIONS	CREW DAYS		COMMENTS
	3 Man	4 Man	
Horizontal Control	2.00		Recover existing and set additional control as needed. Tie baseline control points to PACS and SACS.
Alignment	2.00		Establish baseline along Runway 4-22, T-hangers and fuel road.
Bench Levels	1.00		Recover existing and set additional control as needed.
Reference Points			N/A
Section Line Ties			N/A
Property Ties			N/A
Side Street Surveys			N/A
2d Topography			N/A
3D Topographic Survey	10.00		Runway 4-22, taxiways A, C, E, T-hanger Taxilanes and Fuel Road. Points will be +/- 0.01 in paved areas and +/- 0.10 in non-paved areas.
Bridge Locations			N/A
Underground Utilities			Included with TOPO Survey. Only visible surface utilities will be located.
Drainage/Sanitary Surveys	2.00		Obtain data within project limits
Stake Out for Borings			N/A
Water Retention Area			N/A
Supplemental Surveys			N/A
Jurisdictional Line Surveys			N/A
Travel time			N/A
WORK ZONE SAFETY			N/A
TOTAL	17.0		

Survey Hours 8 x \$151.20 3 Person Hourly Crew Rate = \$1,209.60 Day Rate

3 MAN SURVEY DAY RATE	<u>\$1,209.60</u>	x	<u>17.0</u>	=	<u>\$20,563.20</u>
SURVEY TECH	<u>\$101.44</u>	x	<u>120</u>	=	<u>\$12,172.80</u>
SENIOR SURVEYOR	<u>\$126.22</u>	x	<u>50</u>	=	<u>\$6,311.00</u>

TOTAL COST **\$39,047.00**

Comments: FIELD CREW TIME BASED ON AN 8 HOUR DAY

TIERRA

October 14, 2016

American Infrastructure Development, Inc.
13000 North Dale Mabry Highway
Tampa, Florida 33618

Attn: Mr. Mohsen Mohammadi, P.E.

**RE: Proposal for Geotechnical Engineering Services
Peter O'Knight Airport
Runway 4-22 and Taxiway, Apron Pavement Rehabilitation
Hillsborough County, Florida
Tierra Proposal No. 65-16-319**

Mr. Mohammadi:

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

Project Information

The project site is located at the Peter O'Knight Airport in Hillsborough County, Florida. The project, as we understand it, consists of performing geotechnical services (test borings, pavement cores and laboratory testing) for proposed improvements mentioned below:

- Reconstruction of Runway 4-22 and two mid-field connector taxiways
- Rehabilitation of Taxiways A, C, E, Tie Down Areas north of Taxiway C, and T-Hangar Taxilanes
- Fuel Farm Access Road Construction
- Pavement Removal at Aircraft Tie-Down Areas D

It is our understanding that the project location (Peter O'Knight Airport) is accessible to our standard geotechnical equipment. The scope of services provided herein does not include access to sensitive/secure areas of the airport. Access to these areas (if necessary) should be coordinated prior to Tierra mobilizing to the site.

Scope of Services

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

7351 Temple Terrace Highway • Tampa, Florida 33637
Phone (813) 989-1354 • Fax (813) 989-1355
Florida Certificate No. 6486

1. General location and description of potentially deleterious materials discovered in the borings including existing fills or surficial organics.
2. Identify shallow subsurface soil suitability within the project footprint.
3. Identification of groundwater levels, if encountered, and estimate the Seasonal High Groundwater Table (SHGWT).
4. Provide geotechnical considerations for cold in-place recycling (Full Depth Reclamation) of existing pavements and base to create new base section.
5. Identify pavement and base thickness and provided general pavement considerations.

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

1. Review readily available published soils and topographic information. This published information will be obtained from the appropriate Florida Quadrangle Map published by the United States Geological Survey (USGS), as well as the Soil Survey of Hillsborough County, Florida, published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS).
2. Execute a program of subsurface exploration consisting of pavement cores, test borings, and subsurface sampling. As requested, we plan to perform the following services:
 - a. Perform forty (40) pavement cores at the locations identified by American Infrastructure Development (AID). Twenty-six will be performed within the taxiways, taxilanes, and aprons and fourteen will be performed within Runway 4-22. Tierra will perform auger borings at each core location to identify shallow subsurface soil conditions, measure the groundwater table, and estimate the SHGWT at selected locations.
 - b. Collect a bulk sample for four (4) California Bearing Ratio (CBR) laboratory tests.
3. Visually classify the soil samples in the laboratory using the Unified Soil Classification System (USCS). Identify soil conditions at each boring location and perform limited laboratory testing, as warranted.
4. Prepare an engineering report in accordance with the request for proposal (RFP) provided and the scope of services herein that summarizes the course of study pursued, the field data generated, subsurface conditions encountered and our engineering recommendations in each of the pertinent topic areas.

Service Fee

It is proposed that the fee for the performance of the above-outlined services be determined on a unit price basis, in accordance with our attached **Schedule of Services and Fees**. A copy of our Schedule of Services and Fees is enclosed herewith. It is estimated that the fees to perform the geotechnical study and construction services are as follows:

Geotechnical Engineering Study	\$15,634.92
Construction Services	\$58,813.85 (Proposal provided in attachments)
Total Anticipated Cost	\$74,448.77

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

Respectfully Submitted,
TIERRA, INC.



Daniel R. Ruel, E.I.
 Geotechnical Engineer Intern



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

Attachment: Schedule of Services and Fees
 Construction Inspection and Materials Testing Proposal

AUTHORIZED BY:	INVOICE TO:
Name:	Company:
Title:	Name:
Signature:	Address:
Date:	Phone:
	Fax:
	Email:

TIERRA, INC.
UNIT RATE FEE SCHEDULE

I. FIELD INVESTIGATION	Unit	# of Units	Unit Price		Total
Mobilization of Men and Equipment					
Truck-Mounted Equipment	Trip		\$ 315.00	\$	0.00
Specialized ATV/Track	Trip		\$ 630.00	\$	0.00
Support Vehicle	Trip	4	\$ 141.00	\$	564.00
Cone Penetrometer Equipment	Trip		\$ 330.00	\$	0.00
Barge-Mounted Equipment	Trip		\$ 6930.00	\$	0.00
Barge Equipment with Tug	Day		\$ 2500.00	\$	0.00
Safety Boat	Day		\$ 550.00	\$	0.00
Standard Penetration Test Borings					
Land: 0 - 50 ft depth	L.F.		\$ 14.00	\$	0.00
50 - 100 ft depth	L.F.		\$ 18.00	\$	0.00
100 - 150 ft depth	L.F.		\$ 23.00	\$	0.00
Grout-Seal Boreholes					
Land: 0 - 50 ft depth	L.F.		\$ 4.00	\$	0.00
50 - 100 ft depth	L.F.		\$ 5.00	\$	0.00
100 - 150 ft depth	L.F.		\$ 6.00	\$	0.00
Casing Allowance	L.F.		\$ 7.00	\$	0.00
Rock Coring					
0 - 50 ft deep	L.F.		\$ 35.00	\$	0.00
50 - 100 ft deep	L.F.		\$ 38.00	\$	0.00
100 - 150 ft depth	L.F.		\$ 43.00	\$	0.00
Grouting Rock Coring					
0 - 50 ft deep	L.F.		\$ 4.00	\$	0.00
50 - 100 ft deep	L.F.		\$ 5.00	\$	0.00
100 - 150 ft deep	L.F.		\$ 5.00	\$	0.00
Auger Hole Percolation Tests	Test		\$ 150.00	\$	0.00
Auger Borings	L.F.	200	\$ 9.50	\$	1,900.00
Extra Split Spoon Samples	Each		\$ 25.00	\$	0.00
Cone Penetrometer Soundings	L.F.		\$ 12.00	\$	0.00
Thin Walled Shelby Tube Samples (Land)	Each		\$ 125.00	\$	0.00
1.5-Inch Piezometer Installation	L.F.		\$ 15.00	\$	0.00
Monitor Well - 2-Inch PVC	L.F.		\$ 25.00	\$	0.00
Double Ring Infiltration Test	Test		\$ 400.00	\$	0.00
Bulk Samples of Surficial Soils	Each		\$ 25.00	\$	0.00
Power Auger Boring (includes steam cleaning to a depth of 25 feet)	L.F.		\$ 11.55	\$	0.00
Concrete and Asphalt Cores	Per Core	40	\$ 125.00		5,000.00

**TIERRA, INC.
UNIT RATE FEE SCHEDULE**

	Unit	# of Units	Unit Price		Total
Concrete and Asphalt Cores Daimond Bit Charge per inch diameter, per inch of cored length	Per Inch		\$	1.75 \$	0.00
II. LABORATORY TESTING					
Natural Moisture Content Tests	Test	10	\$	9.00 \$	90.00
Grain-Size Analysis - Full Gradation	Test	4	\$	42.72 \$	
Grain-Size Analysis - Single Sieve	Test	16	\$	27.80 \$	444.80
Organic Content Tests	Test	5	\$	42.00 \$	210.00
Atterberg Limit Tests	Test	5	\$	74.00 \$	370.00
CBR Test	Test	4	\$	325.00 \$	1,300.00
III. ENGINEERING AND PERSONNEL					
Project Manager	Hour		\$	194.92	0.00
Senior Engineer	Hour	2	\$	189.96	379.92
Chief Scientist	Hour		\$	148.90	0.00
Senior Project Engineer	Hour	10	\$	156.67	1,566.70
Geotechnical Engineer	Hour		\$	131.87	0.00
Engineering Intern	Hour	16	\$	95.40	1,526.40
Senior Scientist	Hour		\$	115.35	0.00
Designer	Hour	3	\$	93.04	279.12
Sr Engineering Technician	Hour	10	\$	81.76	817.60
Geotechnical Technician	Hour	18	\$	65.91	1,186.38
Secretary/Clerical	Hour		\$	91.63	0.00
Estimated Project Fee				\$	15,634.92

TIERRA

October 4, 2016: Revised October 13, 2016

American Infrastructure Development, Inc.
3810 Northdale Blvd., Suite 170
Tampa, Florida 33624

Attention: Mr. Kyle Holley, P.E.
kholley@aidinc.com

**RE: Construction Inspection and Materials Testing Proposal
Runway 4-22 and Taxiway, Apron Pavement Rehabilitation
Peter O. Knight Airport (TPF), Tampa, Florida
Tierra Proposal No: 61-16-192**

Mr. Holley:

Tierra, Inc. appreciates the opportunity to submit the attached proposal to provide Quality Assurance construction inspection and materials testing services for the above-referenced project.

Project Information

The project consists of the pavement reconstruction of Runway 4/22, mill and overlay of Taxiway A, C and E and access drives to the "T" Hangers. A small section of new road is also currently planned. Based on our review of the information provided, the following Scope of Services is proposed. All services will be performed based on a will call, as scheduled by your duly appointed representative.

Scope of Services

- Perform P-152 soil density testing, Proctors and soil classification testing during pavement subgrade construction and possibly backfill over drainage pipelines, light cans, sign foundations and backfill over electrical duct bank.
- Perform soil density testing and LBR testing of the Full Depth Reclamation base course on Runway 4/22 (P-210).
- If required, perform field testing of the plastic properties and compression testing of concrete specimens (P-610) placed in the light cans, sign foundations, concrete encased electrical duct bank.
- Perform QA Inspection and testing at the asphalt plant during new pavement and overlay operations by P-401 specifications. We have not included any field inspection personnel during paving.

Please see the attached Schedule "A" for our estimate of the different services we anticipate will be required. This estimate is based on our experience with similar projects however we expect to refine this estimate as the project nears and project documents are developed further.

**7351 Temple Terrace Highway • Tampa, Florida 33637
Phone (813) 989-1354 • Fax (813) 989-1355**

Service Fee

The total estimated fee to perform the proposed scope of services is \$58,813.85. An itemized breakdown of the estimates fees is attached. The technician hours and laboratory test quantities estimated are based on the schedule provided. The actual work progress and scheduling is solely controlled by the contractor and Tierra has no control over the final personnel-hours or test quantities however we will invoice for actual services provided only.

We appreciate the opportunity to offer our services to your firm and we look forward to working with you on the project. Should you have any questions regarding this proposal, please do not hesitate to contact this office.

Respectfully submitted,

TIERRA, INC.



Manuel J. Valdes
Construction Services Manager

Attachments: Schedule of Services and Fees

Schedule "A"
Quality Assurance (QA) Scope of Services and Estimated Fees
Peter O. Knight Airport (TPF), Tampa, Florida
Runway 4-22 and Other Pavement Rehabilitation
Tierra Proposal No. 61-16-192

150 Calendar Days

<u>A. FIELD QA TESTING</u>	<u>Unit</u>	<u># of Units</u>	<u>Unit Price</u>		<u>Total</u>
1. Engineering Technician for P-152, Subgrade Density Tests, P-210, FDR Base Density Tests and FDR Sampling. Also possible concrete testing. Estimate 1 technician on a will call, as scheduled basis	per hr	255	\$	65.91	\$ 16,807.05
<u>B. LABORATORY TESTING SOILS</u>					
1. Modified Proctor (ASTM D-1557)	ea	2	\$	110.00	\$ 220.00
2. Grain Size Analysis (ASTM D-422)	ea	2	\$	60.00	\$ 120.00
3. Liquid / Plastic Limits (ASTM D-4318)	ea	2	\$	45.00	\$ 90.00
4. Organic Content (AASHTO T-267)	ea	2	\$	40.00	\$ 80.00
<u>C. LABORATORY TESTING CONCRETE</u>					
1. Compression Tests of Concrete Cylinders (ASTM C-39)	ea	50	\$	11.00	\$ 550.00
<u>D. LABORATORY TESTING FULL DEPTH RECLAMATION BASE</u>					
1. LBR (FM5-515)	ea	6	\$	300.00	\$ 1,800.00
2. Gradation (ASTM D-422)	ea	6	\$	75.00	\$ 450.00
<u>E. ASPHALT PLANT TESTING</u>					
1. Engineering Technician to perform QA testing at the asphalt plant P-401. Estimate 1 technician for 36 days at 10 hours per day	per hr	440	\$	65.91	\$ 29,000.40
<u>F. ENGINEERING SERVICES</u>					
1. Project Manager, Coordinate services, PWL, Reports	per hr	40	\$	194.92	\$ 7,796.80
2. Senior Engineer, P.E. Report sign / seal	per hr	10	\$	189.96	\$ 1,899.60
TOTAL FEE ESTIMATE:					\$ 58,813.85

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, the Design Professional must take reasonable steps to ensure that LEP persons have meaningful access to the 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 the 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. 16-411-028

RUNWAY 4-22 AND OTHER PAVEMENT 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]

POK /Runway 4-22 and Other Pavement Rehabilitation
Authority Project No. 6310 17

Attachment 4
Contractual Insurance Terms and Conditions
(Revised 12/11/14)

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

INSURANCE COVERAGE:

A. Procurement of Coverage:

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

B. Term of Coverage:

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

C. Reduction of Aggregate Limits:

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

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

1. Cancellation Notice

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

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

D. No waiver by approval/disapproval:

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

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

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

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

F. Proof of Insurance – Insurance Certificate:

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

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

2. Proof of Insurance Coverage

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

The insurance certificate must:

a. Indicate that, to the extent required by the contract:

- i. the Authority, members of the Authority's governing body, and the Authority's officers, volunteers and employees are included as Additional Insureds on all policies other than workers compensation and professional liability, and

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

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622
and;
- e. Be signed and dated using approved methods by an individual who is an authorized representative of each insurer, whose insurance is the subject of the certificate and who is authorized by each such insurer to issue the certificate of insurance as modified. Facsimile signatures are acceptable.

G. Deductibles / Self Insurance:

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

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

H. Company's Insurance Primary:

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

I. Applicable Law:

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

J. Waiver of Subrogation:

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

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

1. Authority's Right to Procure Replacement Insurance

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

2. Replacement Coverage at Sole Expense of Company

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

a. Company to Remain Fully Liable

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

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

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