Pinellas County

Staff Report

File #: 26-0618A, **Version:** 1 **Agenda Date:** 6/16/2026

Subject:
Ranking of firms and agreements with four firms for the requirements of the St. Pete-Clearwater International Airport - Professional Engineering Services.

Recommended Action:
Approval of the ranking of firms and agreements with four firms for the requirements of the St. Pete-Clearwater International Airport - Professional Engineering Services.

1.) Mohsen Design Group Incorporated, 2.) AECOM Technical Services, Inc., 3.) AVCON, Inc., 4.) Kimley-Horn and Associates, Inc.

- This contract will provide the St. Pete-Clearwater International Airport with continuing professional engineering consulting services on an as-needed basis.
- Fifteen submittals were received with award recommendation to the top four firms in the total amount of $6,000,000.00 ($1.5M per firm) for a five-year term, in accordance with the Consultants Competitive Negotiation Act (CCNA), per Florida Statute 287.055.
- All the prime vendors have committed to utilizing multiple-certified Small Business Enterprise (SBE) firms for engagements resulting from this contract. Percentage goals are not established for CCNA's continuing contracts. When the County utilizes a firm for an engagement, the requested department, working with Economic Development, will ensure SBEs are utilized.
- These contracts are used on an as-needed basis with no obligation to spend the full amount of the contracts or to spend in any given year. Funding is available in the Fiscal Year 2026-2031 Capital Improvement Plan. Obligation will occur at the time of purchase order. In the event that future fiscal year funding is not available, the County maintains the authority to terminate this agreement.

Contract No. 26-0041-RFQ-CCNAC in the amount of $1,500,000.00 per vendor for a five-year total not to exceed of $6,000,000.00; Authorize the Chairman to sign and the Clerk of the Circuit Court to attest.

Strategic Priorities:
Resilient Infrastructure and Environment
1.1 Improve traffic flow efficiency.
1.2 Maintain and enhance County infrastructure.

Summary:
The St. Pete-Clearwater International Airport requires continuing contracts with professional consulting services on an as-needed, task order basis. The Board's approval of these continuing contracts does not obligate or authorize spending the full contracts sum of $6,000,000.00. The department is only authorized to expend the budgeted amount, approved annually by the Board. To

expend the funds, the department will issue one or more task orders to one or more consultant firms to complete per specific scope of work. The total expenditure cannot exceed the department's line-item budget.

Background Information:
A Request for Qualifications (RFQ) to comply with the Consultants Competitive Negotiation Act (CCNA), per Florida Statute 287.055, was released on November 10, 2025; the negotiation of agreements concluded on April 28, 2026.

The contract includes fully burdened hourly rates negotiated after conclusion of the evaluation process. The rates include all labor, direct/indirect overhead margins/profits, and travel within the Tampa Bay Metropolitan Statistical Area (TBMSA). Travel outside of TBMCSA will be reimbursed in accordance with Florida Statutes.

The current continuing contract for services expires on July 11, 2026.

Fiscal Impact:
Award not to exceed amount: $6,000,000.00

These contracts are used on an as-needed basis with no obligation to spend the full amount of the contracts or to spend in any given year. Funding is available in the Fiscal Year 2026-2031 Capital Improvement Plan. Obligation will occur at the time of purchase order. In the event that future fiscal year funding is not available, the County maintains the authority to terminate this agreement.

Staff Member Responsible:
Mark Sprague, Director, Airport
Merry Celeste, Purchasing Division Director, Office of Management & Budget
Chris Rose, Director, Office of Management & Budget

Partners:
FAA and FDOT

Attachments:
Four (4) Agreements
Ranking

AGREEMENT

PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW.

CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFQ TITLE: St. Pete-Clearwater International Airport - Professional Engineering Services

RFQ CONTRACT NO. 26-0041-RFQ-CCNAC

CONTINUING FIRM: AECOM Technical Services. Inc.

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AGREEMENT

SECTION 1 - INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR

ST. PETE-CLEARWATER INTERNATIONAL AIRPORT

This Agreement entered into on the Click or tap to enter a date. between Pinellas County, a political subdivision of the state of Florida, hereinafter referred to as the County, represented by its board of County commissioners, and AECOM Technical Services. Inc., with offices in Tampa, FL, hereinafter referred to as the consultant or contractor.

WITNESSETH, that:

WHEREAS, the County St. Pete-Clearwater International Airport requires Professional Engineering services on an as needed basis, herein referred as project.

WHEREAS, the County desires the consultant provide Professional Engineering services requisite to the management needs of the County St. Pete-Clearwater International Airport, and

WHEREAS, the consultant has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

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

SECTION 2 - GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

1. DESCRIPTION OF OVERALL REQUIRED SERVICES

The consultant will provide professional services for St. Pete-Clearwater International Airport for a period of five (5) years, in accordance with the terms of this agreement and the scope of services set out in Exhibit B, which is attached hereto and incorporated herein.

The following Exhibits are incorporated and included in this agreement:

Exhibit A – Hourly Rate Sheet, Exhibit B – Scope of Services, Exhibit C – Insurance Requirements, Exhibit D FDOT Grant Provisions, Exhibit E – FAA Grant Provisions.

2. ASSIGNMENT OF WORK

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

3. CONSULTING RESPONSIBILITIES

A. It is the intention of the County that the consultant is held accountable for its work, including checking and plans review, and that submittals are complete.

B. The consultant shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the consultant of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

C. The consultant represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the County. Primary liaison with the County will be through the consultant's project manager. All of the services required herein will be performed by the consultant or under the consultant's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

D. The consultant shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of a Professional Engineer registered in the state of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the consultant's Florida registered engineer.

E. The consultant shall be responsible for the preparation of a project design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall project time frames should also be prepared. These schedules must be submitted for County approval within 10 days of the initial project notice to proceed. These schedules will be used to verify consultant performance in relationship to fees claimed and to allow the County's project manager to monitor the consultant's efforts. The consultant shall be responsible for any updates to these schedules and for documenting in writing to the County any major deviations in the actual versus estimated project time frames.

F. The consultant shall respond, in writing, to all review comments made by the County, within 10 days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

B. **Americans with Disabilities Act (ADA) Digital Accessibility Compliance** All public-facing digital content and services produced, modified, hosted, or otherwise provided pursuant to the agreement—including but not limited to audiovisual content, documents, websites, web applications, mobile apps, software, kiosks, and other technology-based Products and Services—must comply with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, and must be in conformance with requirements defined in the following standards: The Information and Communication Technology (ICT) Standards and Guidelines; the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA; or such guidelines as may be subsequently adopted by the Department of Justice (DOJ) for compliance with the ADA. If guidelines are formally adopted by DOJ, those guidelines will be used as the standard for compliance regardless of whether they are more or less stringent than WCAG 2.1 AA. COUNTY will notify CONTRACTOR in writing if it identifies an issue that renders the product inaccessible (the "Accessibility Issue"). Within 30 days of such notice, CONTRACTOR and COUNTY will meet and agree upon an appropriate and commercially reasonable timeline for resolution of the Accessibility Issue(s) ("Initial Meeting"). Should any of the following conditions occur, it will constitute a material breach of the Agreement by CONTRACTOR and will be grounds for termination by COUNTY: 1. CONTRACTOR fails to acknowledge receipt of the notice and fails to meet within 30 days of receipt of the Notice; 2. CONTRACTOR unreasonably and solely withholds agreement regarding a timeline for resolution; or 3. CONTRACTOR fails to materially resolve the Accessibility Issue(s) within the agreed-upon timeline.

5. **KEY PERSONNEL**

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

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

B. The contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida statute 448.095. The County will verify the work authorization of the contractor and subcontractor. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, contractor, or subcontract has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida statute 448.09(1) they shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a subcontractor knowingly violated this provision, but the contractor otherwise complied with this provision, the County will notify the contractor and order that the contractor immediately terminate the contract with the subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to section 448.095(2)(d), Florida statute. Contractor acknowledges upon termination of this Agreement by the County for violation of this section by contractor, contractor may not be awarded a public contract for at least 1 year. Contractor acknowledges that contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clause set for in this section.

SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT

1. **SERVICES**

   A. The consultant shall furnish all services, equipment and manpower necessary for the work assignment in accordance with the intent of the Agreement.

   B. If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive quality control checks and reviews.

   C. If required, the consultant shall provide a file of the proposed design in autocad latest version supported by Pinellas County, complete with all objects depicted according to software requirements.

   D. The consultant shall provide the following, if requested:

      1. Support to County staff in development of a scope of services.
      2. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
      3. Quality control and constructability reviews of plans
      4. Project implementation services for design such as: infrastructure studies and investigations, project scope preparation, project design, conduct/assist in public information meetings, utility coordination, land surveying services, geotechnical services, access connection and environmental permitting services, cost estimating, railroad coordination, construction engineering and inspection.
      5. Project management support and preparation of independent cost estimates.
      6. Status meetings at a minimum of one each month.
      7. Any other miscellaneous engineering services requirement by the County as directed by County's designated director or designee who is a County employee.

   E. Design phase (services to be defined with each specific work assignment)

   F. Bidding phase (services to be defined with each specific work assignment)

   G. Other engineering services. (services to be defined with each specific work assignment)

      1. Survey work – assist the County in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a professional land surveyor (pls).
      2. Copy and reproduction support – assist the County in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
      3. Miscellaneous figures, as-built drawings, maps – prepare figures, design drawings, maps, specifications, as-builts, etc., for the County when requested. All design support shall be performed on auto-cadd, latest version.

2. **GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED**

   The consultant shall also provide miscellaneous services not otherwise described but required by the County during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the County's operations.

SECTION 4 - PERFORMANCE SCHEDULES

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

A. The work assignments to be performed by the consultant shall commence upon receipt, from the County, of a written notice to proceed from the County's director of St. Pete-Clearwater International Airport or designee who is a County employee.

B. The consultant's performance schedule for any authorized work assignments shall be established upon the County's acceptance and approval of a detailed schedule to be submitted, by the consultant, prior to each assignment.

C. Each individual work assignment issued to the consultant must have at least a 10% financial commitment to a certified Pinellas County small business enterprise subconsultant for individual work assignments valued at $50,000.00 or greater. If the prime firm is an SBE, the requirement is already satisfied.

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

The County shall provide the following for the consultant's use and guidance:

A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the County may have in its possession.

B. Sample copies of the County standard contract documents and specifications, if required.

SECTION 6 - PAYMENT SCHEDULE/INVOICING REQUIREMENTS

1. The County shall make payments to the consultant for work performed in accordance with the local government prompt payment act, F.S. Section 218.70 et. Seq.
2. Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the County may, prior to processing of the invoice for payment, require the consultant to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable, or expense items (as defined in the Compensation to the Consultant Section below) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.
3. The consultant shall provide a progress report with each invoice in a format to be provided by the County. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated project manager.
4. Supplier shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of section 218.70 et. Seq, Florida statutes, "the local government prompt payment act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

   Finance division accounts payable

   Pinellas County board of County commissioners

   P. O. Box 2438

   Clearwater, FL 33757

   Each invoice shall include, at a minimum, the supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by supplier in accordance with the County's dispute resolution process for invoiced payments, established in accordance with section 218.76, Florida statutes, and any such disputes shall be resolved in accordance with the County's dispute resolution process

SECTION 7 - COMPENSATION TO THE CONSULTANT

1. The County shall compensate the consultant for authorized work assignments using the following methods of compensation. The method of compensation shall be determined by the County based on the work assignment to be performed.

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

   B. For indeterminate work assignments, compensation shall be on an hourly rate basis, compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this Agreement and incorporated herein as exhibit a.

2. The upset limit for all compensation to be paid under the maximum Five (5) year term of this Agreement is an amount not to exceed $1,500,000.00. Total payments to the consultant may not exceed this amount without board of County commissioners or County administrator's approval to raise this upset limit.
3. In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the consultant shall be as established by the County based on the County's determination of the percentage of work effort completed to date of termination.

SECTION 8 - WORK ASSIGNMENT

1. The County and the consultant shall mutually agree on scope of services based on individual work assignment as needed throughout the Agreement term, thus work assignment authorization by an approved purchase order.
2. The consultant shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignment unless such services and compensation, therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the board of County commissioners' purchasing department.

SECTION 9 - ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

1. The consultant shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the County. In the event of a corporate acquisition and/or merger, the consultant shall provide written notice to the County within 30 business days of consultant's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.
2. The County reserves the right to review the qualifications of any and all subconsultants, and to reject any subconsultant in a proper and timely manner, deemed not qualified. The consultant may propose an alternate and/or additional subconsultant, other than the subconsultant(s) provided in the Agreement, however, the consultant: 1) shall provide a written explanation to the purchasing department and the responsible County department director or authorized designee for the alternate and/or additional subconsultant prior to the engagement; and 2) must receive written approval from the responsible County department director or authorized designee prior to the engagement.

   Alternate and/or additional subconsultants shall have labor/equipment rates and labor categories consistent with those presented in the Agreement and shall not cause an increase to the original contract award amount. If the labor/equipment rates and labor categories offered by the alternate and/or additional subconsultant are not contained in the Agreement, the consultant must verify in writing to the purchasing department and the responsible County department director or authorized designee that the rates for the services and equipment provided are fair and reasonable and shall not cause an increase to the original contract award amount.

SECTION 10 - SATISFACTORY PERFORMANCE

All services to be provided by the consultant under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the County's designated departmental director or designed.

SECTION 11 - RESOLUTION OF DISAGREEMENTS

1. The County shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.
2. The decision of the County upon all claims, questions, disputes and conflicts shall be final and conclusive and shall be binding upon all parties to this Agreement, subject to judicial review.

SECTION 12 - CONSULTANTS ACCOUNTING RECORDS

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

SECTION 18 - TRUTH IN NEGOTIATIONS

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

SECTION 19 - SUCCESSORS AND ASSIGNS

The consultant shall not assign, sublet, or transfer his interest in this Agreement without the written consent of the County.

SECTION 20 - INDEMNIFICATION

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

SECTION 21 - INTEREST ON JUDGMENTS

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

SECTION 22 - TERMINATION OF AGREEMENT

1. Pinellas County reserves the right to terminate this contract without cause by giving 30 days prior notice to the consultant in writing of the intention to terminate or with cause if at any time the consultant fails to fulfill or abide by any of the terms or conditions specified.
2. Failure of the consultant to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.
3. In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.
4. In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23 - AGREEMENT TERM

1. This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the first five (5) year term however, the County reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa bay metropolitan statistical area. Travel outside of the Tampa bay metropolitan statistical area will be reimbursed in accordance with section 112.061 F.S. And/or the County travel policy, as approved by the County.

SECTION 24 - CONFLICT OF INTEREST

1. By accepting award of this contract, the consultant, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the consultant's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or consultants who will be eligible to supply material and equipment for the project for which the consultant is furnishing its services required hereunder.
2. If, in the sole discretion of the County administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County administrator or designee may cancel this contract, effective upon the date so stated in the written notice of cancellation, without penalty to the County.

SECTION 25 - EXTENT OF AGREEMENT

This Agreement represents, together with the RFP, addenda, the proposer's response, any exhibits, the entire written Agreement between the County and the consultant and may be amended only by written instrument signed by both the County and the consultant.

SECTION 26 - PUBLIC ENTITY CRIMES

Consultant is directed to the Florida Public Entity Crime act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding scrutinized companies, and consultant agrees that its bid and, if awarded, its performance of the Agreement will comply with all applicable laws including those referenced herein. Consultant represents and certifies that consultant is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Consultant agrees that any contract awarded to consultant will be subject to termination by the County if consultant fails to comply or to maintain such compliance.

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

SECTION 27 - PUBLIC RECORDS

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

CONTRACTOR'S DUTY

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners
Purchasing Division
400 S. Ft. Harrison Ave, 6th Floor,
Clearwater, FL 33756
Public Records Liaison
Phone : 727-464-5139
Email : wharvey@pinellas.gov

AGREEMENT

SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION

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

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

PINELLAS COUNTY, FLORIDA, a Political subdivision of the State of Florida, by and through its Board Of County Commissioners

Dave Eggers

Chairman

Date: June 16, 2026.

ATTEST: Ken Burke, Clerk of the Circuit Court

Deputy Clerk

Date: June 16, 2026.

CONSULTANT: **AECOM Technical Services, Inc.**

Authorized Signature

Printed Authorized Signature

VP

Title Authorized Signature

APPROVED AS TO FORM
By: *Miles Belknap*
Office of the County Attorney

AECOM

AECOM
7650 West Courtney Campbell Causeway
Tampa, FL 33607
aecom.com

March 27, 2026

Pamela Ulrich
Lead Procurement Analyst
Pinellas County Department of Administrative Services
400 South Ft. Harrison, Sixth Floor
Clearwater, FL 33756

Reference
St. Pete-Clearwater International Airport – Professional Engineering Services; Contract No. 26-0041-RFQ-CCNAC

EXHIBIT A - HOURLY RATE SHEET

Subject: **AECOM Rates for the Contract No. 26-0041-RFQ-CCNAC**

Below are the fully loaded rates for AECOM Technical Services, Inc. based on the FDOT labor classifications for the above reference Contract. These rates are fixed for the Contract term.

FDOT Labor Classification	Rate
Architect	$ 168.00
CADD/Computer Technician	$ 98.00
Engineer 1	$ 130.00
Engineer 2	$ 148.00
Engineering Intern	$ 90.00
Inspector	$ 90.00
Landscape Architect	$ 169.00
Planner	$ 95.00
Project Manager 1	$ 246.00
Project Manager 2	$ 300.00
Project Manager 3	$ 362.00
Secretary/Clerical	$ 100.00
Senior Architect	$ 280.00
Senior Designer	$ 195.00
Senior Engineer 1	$ 278.00
Senior Engineer 2	$ 331.00
Senior Inspector	$ 127.00
Senior Planner	$ 256.00

Please do not hesitate to contact me with any questions.

Yours sincerely,

Andrew Kacer

Andy Kacer, PE
Vice President/Principal-In-Charge
AECOM
E: andy.kacer@aecom.com

Attachments: Subconsultant Team Rates

ESA

5404 Cypress Center Drive
Suite 125
Tampa, FL 33609
813.207.7200 phone
813.207.7201 fax

esassoc.com

March 20, 2026

Mr. Clint Martin, P.E.
Project Manager - Aviation
AECOM

Subject: St. Pete-Clearwater International Airport - Professional Engineering Services
Contract No. 26-0041-RFQ-CCNAC

Dear Mr. Martin:

Thank you for providing the County's comments on ESA's submitted labor rates for this contract. Based on the comments received, the County has requested that ESA reduce several category rates below the FDOT approved rates. We are providing the following summary of accepted rates.

FDOT Labor Classification	ESA Labor Rate	Pinellas Co. Proposed Rate	Revised ESA Labor Rate
Chief Engineer 1	$283.00	$283.00	**$283.00**
Chief Planner	$374.00	$372.00	**$372.00**
Chief Scientist	$324.00	$278.00	**$278.00**
Designer	$171.00	$171.00	**$171.00**
Graphic Designer	$169.00	$149.00	**$149.00**
Project Manager 2	$272.00	$272.00	**$272.00**
Project Manager 3	$300.00	$300.00	**$300.00**
Project Planner	$178.00	$163.00	**$163.00**
Scientist	$135.00	$113.00	**$113.00**
Senior Designer	$189.00	$189.00	**$189.00**
Senior Planner	$202.00	$202.00	**$202.00**
Senior Scientist	$218.00	$183.00	**$183.00**

Please do not hesitate to contact me with any questions.

Sincerely,

Michael Arnold
Senior Vice President

KEN WEEDEN & ASSOCIATES

Ken Weeden & Associates, Inc.

St. Pete-Clearwater On-Call Professional Services Rates

FDOT Classification	Personnel	Hourly rate
Project Manager 3	Kenneth Weeden	$281.00
Project Manager 1	Wilfred Nixon	$195.00
Project Planner	Jeremy R. Weeden	$148.00
Planner	Jennifer N. Jeffries	$110.00

Leibowitz&Horton
Airport Management Consultants Incorporated

31 Blue Heron Drive
Greenwood Village, Colorado 80121
(303) 773-6761 • Fax (303) 773-6709

ST. PETE-CLEARWATER INTERNATIONAL AIRPORT (PIE)

SCHEDULE OF HOURLY RATES
PROFESSIONAL ENGINEERING SERVICES
CONTRACT NO. 26-0041-RFQ-CCNAC

FDOT Classification	Rate per Hour (fully loaded)
CPA	$387

Respectfully submitted,

Lynn Leibowitz
President

MDG MOHSEN DESIGN GROUP
2202 N. Westshore Blvd., Suite 200
Tampa, Florida 33607

February 10, 2026

Clint Martin, PE
Project Manager
AECOM
Clint.Martin@aecom.com

Reference: 2026 PIE St. Pete-Clearwater Professional Services Contract

Wage Rates

Mohsen Design Group

CADD/Computer Technician	126
CEI Assist Proj Admin/Project Engineer	136
Designer	173
Engineer 2	212
Inspector	90
Planner	152
Principal Engineer	321
Project Manager 3	251
Senior Designer	175
Senior Inspector	127
Senior Planner	251

Sincerely,

Mohsen Design Group Incorporated Team

QUANTUM
Electrical Engineering, Inc.

02/09/2026

AECOM Technical Services, Inc.
Mr. Andy Kacer, P.E.
Southeast Aviation Manager
7650 West Courtney Campbell Causeway
Tampa, FL 33607

Subject: Quantum Electrical Engineering, Inc. Proposed Rates for St. Pete-Clearwater On-Call Professional Services Rates

Prepared for AECOM

Quantum Electrical Engineering, Inc.	
Position Classification	Hourly Billing Rates
Principal Engineer	$200.00
Senior Electrical Engineer	$170.00
Engineer 2	$140.00
Engineer 1	$120.00
Engineering Intern	$85.00
Designer	$105.00
CADD/Computer Technician	$100.00
Secretary/Clerical	$60.00
Senior Inspector	$127.00
Inspector	$90.00

Rates are fully loaded (burdened) and fixed for the duration of the Contract.

Amy L. Champagne-Baker, PE
President

Palm Beach County
2755 Vista Parkway, Suite I-12
West Palm Beach, FL 33411
561.210.9224

www.QuantumElectricalEngineering.com

Broward County
5571 N. University Drive, Suite 101
Coral Springs, FL 33067
954.369.5810

Rate Schedule

SURVEY OFFICE PERSONNEL RATES:

SUR Chief Surveyor	$276.00	per hour
SUR Senior Surveyor II	$297.00	per hour
SUR Senior Surveyor I	$254.00	per hour
SUR Surveyor	$220.00	per hour
SUR Survey Project Manager I	$167.00	per hour
SUR Survey/GIS/SUE Analyst III	$159.00	per hour
SUR Survey/GIS/SUE Analyst II	$119.00	per hour
SUR Survey/GIS/SUE Analyst I	$ 99.00	per hour
SUR Secretary/Clerical	$130.00	per hour

SURVEY FIELD CREW RATES:

SUR Field Crew Supervisor	$198.00	per hour
SUR Survey Crew Chief	$121.00	per hour
SUR Survey Instrument Operator	$ 90.00	per hour
SUR Survey Rod Person	$ 73.00	per hour
Additional Rodperson or Flagperson	$ 73.00	per hour

UTILITY ENGINEERING FIELD CREW RATES:

SUR SUE Technician III	$123.00	per hour
SUR SUE Technician II	$ 99.00	per hour
SUR SUE Technician I	$ 75.00	per hour

AERIAL OFFICE PERSONNEL RATES:

SUR Multi-Engine Aircraft Pilot	$175.00	per hour
SUR Aerial Sensor Operator	$108.00	per hour
SUR UAS Operator	$140.00	per hour
SUR Mobile Survey Analyst III	$165.00	per hour
SUR Mobile Survey Analyst II	$132.00	per hour
SUR Mobile Survey Analyst I	$ 98.00	per hour

SAM
1767 Lakewood Ranch Blvd #378
Bradenton, FL 34211
941-748-4693 Office

sam.biz

SAM

SAM EQUIPMENT RATES:

GPS Receiver	$104.00	per day
Robotic Total Station S7/S9	$160.00	per day
Scanning Total Station SX10 / SX12	$55.00	per hour
Tier 1 HDS Scanner (BLK360 & Faro)	$40.00	per hour
Tier 2 HDS Scanner (RTC360)	$125.00	per hour
Tier 3 HDS Scanner (Leica P20, P40, P50)	$72.00	per hour
SLAM Scanners [NaVVis]	$40.00	per hour
UTV	$25.00	per hour
Echo Sounder - Remote Controlled Boat	$37.00	per hour
Echo Sounder - Sonarmite	$20.00	per hour
VM810	$6.00	per hour
RD8000	$6.00	per hour
vLocRTKPro	$6.00	per hour
IKE-IKE4	$60.00	per hour
Weather Station	$10.00	per hour
Vacuum Excavator Truck (Standard)	$130.00	per hour
Vacuum Excavator (Canister)	$5.00	per hour
Magnetometer (EM-61)	$71.00	per hour
Ground Penetrating Radar (Push Cart)	$30.00	per hour
Ground Penetrating Radar (Towed)	$360.00	per hour
All Material Locator (AML PRO)	$25.00	per hour
Bathymetric Sensor (Fathom)	$2,500.00	per hour
Riegl VQ-1560 II	$1,300.00	per hour
Riegl VQ-480 II or VQ-780i	$1,000.00	per hour
Mobile Mapping System, includes 360° Camera System (Equip. Only)	$1,000.00	per hour
Mobile Mapping Equipment Stand-by Fee (Equip. Only)	$200.00	per hour
FLIR Corona 350 with a Quad Camera Gimbal System	$300.00	per hour
Oblique HD Camera System - Manned Aircraft	$30.00	per hour
360° Camera System - Terrestrial or Marine Standalone	$100.00	per hour
Helicopter (Turbine Engine Powered)	$1,450.00	per hour
Helicopter (Reciprocal Engine Powered)	$850.00	per hour
Fixed Wing Twin Engine (Piston)	$1,300.00	per hour
Fixed Wing Single Engine (Piston)	$750.00	per hour
Fixed Wing Single Engine (Turbine)	$1,400.00	per hour
UAS Autel Devon2 / Mavic / Phantom / Small Lift TIER 1	$50.00	per hour
UAS Alta-X / Galaxy / SkyFront Heavy Lift with LiDAR TIER 3	$300.00	per hour
UAS M600 Type Inspection Platform TIER 2	$75.00	per hour
UAV - Phoenix-Astro LiDAR	$140.00	per hour
UAV - Skydio x10	$13.00	per hour
Sherp ATV (w/o Operator)	$950.00	per day
Marshmaster (w/o Operator)	$750.00	per day
Airboat (w/o Operator)	$500.00	per day

SAM
1767 Lakewood Ranch Blvd #378
Bradenton, FL 34211
941-748-4693 Office

sam.biz

Hydrographic Vessel (Single Beam)	$720.00	per day
Hydrographic Vessel (Multi Beam)	$1,070.00	per day

Aerial Equipment Fees:

Manned Aircraft fees are incurred at the per hour rate for mobilization and acquisition with point of origin from one of our Airport Bases: Austin, TX; Atlanta, GA; Moore Co, NC; and Easton, MD.

OTHER DIRECT RATES:

Lodging / Per Diem*	GSA	
Mileage	$1.20	per mile
Consumables Surcharge	$20.00	per field crew/workday
Environmental Supplies	$25.00	per day
Recording Fees	At Cost plus 10%	
Permitting Fees	At Cost plus 10%	
Third-Party Traffic Control	At Cost plus 10%	
Metered Water	At Cost plus 10%	
Backfill Material	At Cost plus 10%	
Spoils Disposal	At Cost plus 10%	
Coring	At Cost plus 10%	
Document Reproduction	At Cost plus 10%	
Records Collection Fees	At Cost plus 10%	
All Other Services Not Described	At Cost plus 10%	

OVERTIME RATES:

The Overtime Rate for Field Survey Personnel shall be computed at 1.5 times the hourly rate in excess of 8 hours per day. The Overtime Rate for Office Survey Personnel shall be computed at 1.5 times the hourly rate in excess of 8 hours per day.

TRAVEL & SUBSISTENCE:

All travel and subsistence expenses for personnel are invoiced at GSA Rates or as allowed by the Client contract. Cost of mileage on company-owned vehicles is computed at $1.20 per mile.

PURCHASED SERVICES:

All purchased services are invoiced at actual cost plus ten percent (10%) administrative fee. These include but are not limited to reproduction, computer time, long distance telephone, consultants, subcontract services, rented or leased equipment, expendable supplies, and project required special supplies.

SAM
1767 Lakewood Ranch Blvd #378
Bradenton, FL 34211
941-748-4693 Office

Schedule of Rate Values, February 9, 2026
Tierra South Florida, Inc. (d/b/a TSFGeo)
Pinellas County
St. Pete-Clearwater Airport On-Call Professional Services Rates and Fees
Contract No.

	Unit	Price
I. FIELD TESTING SERVICES		
Mobilization of Men and Equipment		
Truck-Mounted Equipment	Trip	$550.00
Specialized ATV/Mudbug	Trip	$1,000.00
Barge, Small	Trip	$10,000.00
Barge, Large	Trip	$15,000.00
Crane, Small	Trip	$7,000.00
Crane, Large	Trip	$15,000.00
Support Vehicle	Trip	$200.00
Daily Barge Rate	Day	$4,000.00
Standard Penetration Test Borings (Truck-Mounted)		
0 - 50 ft depth	L.F.	$15.00
50 - 100 ft depth	L.F.	$17.00
Standard Penetration Test Borings (ATV/Mudbug)		
0 - 50 ft depth	L.F.	$16.00
50 - 100 ft depth	L.F.	$18.00
Standard Penetration Test Borings (Barge)		
0 - 50 ft depth	L.F.	$30.00
50 - 100 ft depth	L.F.	$35.00
Grout-Seal Boreholes (Truck-Mounted)		
0 - 50 ft depth	L.F.	$6.00
50 - 100 ft depth	L.F	$7.00
Grout-Seal Boreholes (ATV/Mudbug)		
0 - 50 ft depth	L.F.	$7.00
50 - 100 ft depth	L.F	$8.00
Grout-Seal Boreholes (Barge)		
0 - 50 ft depth	L.F.	$10.00
50 - 100 ft depth	L.F	$12.00
Casing Allowance (Truck-Mounted)		
0 - 50 ft depth	L.F.	$9.00
50 - 100 ft depth	L.F.	$10.00
Casing Allowance (ATV/Mudbug)		
0 - 50 ft depth	L.F.	$10.00
50 - 100 ft depth	L.F.	$13.00
Casing Allowance (Barge)		
0 - 50 ft depth	L.F.	$25.00
50 - 100 ft depth	L.F.	$35.00
Extra SPT Samples (Truck-Mounted)		
0 - 50 ft depth	Each	$70.00
50 - 100 ft depth	Each	$75.00

Schedule of Rate Values, February 9, 2026
Tierra South Florida, Inc. (d/b/a TSFGeo)
Pinellas County
St. Pete-Clearwater Airport On-Call Professional Services Rates and Fees
Contract No.

	Unit	Price
Extra SPT Samples (ATV/Mudbug)		
0 - 50 ft depth	Each	$75.00
50 - 100 ft depth	Each	$80.00
Extra SPT Samples (Barge)		
0 - 50 ft depth	Each	$80.00
50 - 100 ft depth	Each	$85.00
Rock Coring (Structures) - 2-inch (Truck-Mounted)		
0 - 50 ft depth	L.F.	$50.00
50 - 100 ft depth	L.F.	$60.00
Rock Coring (Structures) - 2-inch (ATV/Mudbug)		
0 - 50 ft depth	L.F.	$55.00
50 - 100 ft depth	L.F.	$65.00
Rock Coring (Structures) - 2-inch (Barge)		
0 - 50 ft depth	L.F.	$90.00
50 - 100 ft depth	L.F.	$95.00
Field Permeability Tests	Test	$350.00
Auger Borings	L.F.	$14.00
Safety Lights	Day	$450.00
Extra Split Spoon Samples	Each	$40.00
Hand Muck Probes (2-man crew)	Hour	$160.00
Thin Walled Shelby Tube Samples	Each	$250.00
2-Inch Piezometer Installation	L.F.	$50.00
Standby/Decontamination (Dril Rig & Crew)	Hour	$250.00
Double Ring Infiltration Test	Test	$600.00
Organic Vapor Analyzer (OVA)	Day	$210.00
Mobilization - Coring Machine plus Generator	Each	$450.00
Pavement Cores, Asphalt	Each	$175.00
Pavement Cores, Concrete	Each	$200.00
Ground Penetrating Radar	Day	$2,000.00
Field Density Test (five [5] minimum)	Each	$55.00
II. LABORATORY TESTING		
Natural Moisture Content Tests	Test	$20.00
Grain-Size Analysis - Full Gradation	Test	$70.00
Grain-Size Analysis - Single Sieve	Test	$45.00
Sieve Analysis - Coarse Aggregate	Test	$90.00
Specific Gravity & Absorption of Fine or Coarse Aggregate	Test	$100.00
Organic Content Tests	Test	$50.00
Atterberg Limit Tests	Test	$105.00
Environmental Tests (pH, sulfates, chlorides, resistivity)	Set	$250.00
Unit Weight Determination	Test	$50.00

Schedule of Rate Values, February 9, 2026
Tierra South Florida, Inc. (d/b/a TSFGeo)
Pinellas County
St. Pete-Clearwater Airport On-Call Professional Services Rates and Fees
Contract No.

	Unit	Price
Consolidation Tests	Test	$450.00
Additional load increment above 4TSF	Each	$30.00
Specific Gravity	Test	$125.00
Triaxial Shear Tests (3 Points)	Test	$450.00
Rock Compression Test	Test	$135.00
Split Tension Test	Test	$135.00
California/LBR Test	Test	$500.00
Grain-Size with Hydrometer	Test	$125.00
Proctor Test		
a) Modified	Test	$150.00
b) Standard	Test	$150.00
Direct Shear Strength Test (1 Point)	Test	$250.00
Soil Cement Mix Design	Each	$1,000.00
pH Test	Test	$30.00
Fine Content	Test	$45.00
Bitumen Extraction	Test	$175.00
Bitumen Gradation	Test	$175.00
Carbonate Content	Test	$125.00
Concrete Compression test (min four [4] cylinders per trip)	Set	$140.00
- Prepare cylinders & slump test on site, and deliver to lab		
Concrete Flexural test	Set	$175.00
- Prepare beams & slump test on site, and deliver to lab		
Additional Concrete Cylinders	Each	$40.00
Concrete Compression test only [delivered to lab by others]	Each	$30.00
Concrete Cores (Minimum of 3 cores)		
- Secure, trim and test	Each	$225.00
-Testing of core [delivered to lab]	Each	$65.00
Asphalt Extraction & Gradation	Each	$195.00
Asphalt Density & Thickness	Each	$45.00
Marshall Stability (incl. density, flow & stability of 3 specimens)	Test	$185.00
III. ENGINEERING/COORDINATION/MANAGEMENT		
MAT CADD/Computer Technician	Hour	$95.00
MAT Chief Engineer	Hour	$290.00
MAT Engineer	Hour	$175.00
MAT Engineer Intern	Hour	$122.00
MAT Engineering Technician	Hour	$75.00
MAT Inspector	Hour	$75.00
MAT Senior Asphalt Plant Inspector	Hour	$90.00
MAT Senior Engineering Technician	Hour	$90.00
MAT Senior Inspector	Hour	$90.00

EXHIBIT B – SCOPE OF WORK

A. OBJECTIVE:

The Board of County Commissioners is seeking qualified firms to provide architectural and engineering services for various projects at the St. Pete-Clearwater International Airport that meets the criteria of the CCNA or as specifically identified in this RFQ.

B. BACKGROUND:

This request is to obtain a group of consultants to provide professional services for a period of five (5) years with a maximum contract amount of $1,500,000 (per selected consultant) over the term of this Agreement for St. Pete-Clearwater International Airport, under the Consultants Competitive Negotiation Act (CCNA)

C. SCOPE OF WORK:

The St. Pete-Clearwater International Airport uses firms that provide architectural and engineering services for miscellaneous projects under the Consultants Competitive Negotiation Act (CCNA). Each contract has been for a term of five (5) years.

These services are needed for planning and miscellaneous studies, professional engineering and architectural services related to a variety of horizontal and vertical projects, located within terminal building, or the landside and airside areas. Funding for these projects typically use grants from the FAA/FDOT, and/or local funds or PFCs.

There will be three (3) FAA funded projects included in this RFQ where the selected consultants will be individually identified for tasks associated with these projects. The anticipated tasks will likely involve surveying, geotechnical investigations, design, bidding, construction administration, construction management, Resident Project Representative (RPR) services, and quality assurance testing. These projects are expected to be procured within the five (5) year term of this contract but are not guaranteed.

These three (3) projects are:

Projects 1 and 2 - Taxiway "A" Pavement Rehabilitation (Phase 1 and 2)

The project involves the pavement rehabilitation of Taxiway "A" from Runway 18 to Runway 4-22. Included in this project will be taxiways "A1" thru "A7".

The existing bituminous pavement system is distressed, and the design firm will need to analyze the pavement to determine the appropriate rehabilitation or reconstruction measures needed. Airfield edge lights, signage, and pavement marking will be included in this project.

It is expected this project will be designed and constructed in two phases. Services to be provided will be design/bidding/construction administration services, and construction management services.

Project 3 - Terminal Apron Rehabilitation

The project involves the pavement rehabilitation of the terminal apron, specifically aircraft parking locations 3, 4, and 5.

The PCC pavement is seriously distressed and will need to be replaced.

It is expected this project will be designed and constructed in one phase. Services to be provided will be design/bidding/construction administration services, and construction management services.

D. ATTACHMENTS:

1. Attachment A: Small Business Enterprise (SBE) Status Form
2. Appendix 1: E-Verify Affidavit
3. Attachment B: FAA Grant Provisions
4. Attachment C: FDOT Grant Provisions

EXHIBIT C - INSURANCE REQUIREMENTS

1. **INSURANCE**

The Consultant must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Consultant shall obtain and maintain, and require any sub-Consultants to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Consultant shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

A. Submittals should include the Consultant's current Certificate(s) of Insurance. If Consultant does not currently meet insurance requirements, Consultant shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Consultant for award, the selected Consultant shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

B. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Consultant of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellas.gov and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Consultant or their agent prior to the expiration date.

1) The Consultant shall also notify the County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellas.gov. Nothing contained herein shall absolve Consultant of this requirement to provide notice.

2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

C. If subcontracting is allowed under this RFP, the Primary Consultant shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-consultants to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than $500,000 for Workers' Compensation/Employers' Liability, and $1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Consultant and its subcontractor shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall;

1) Require each subcontractor to be bound to the Consultant to the same extent the Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor;

2) Provide for the assignment of the subcontracts from the Consultant to the County at the election of Owner upon termination of the Contract;

3) Provide that County will be an additional indemnified party of the subcontract;

4) Provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability;

5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below;

6) Assign all warranties directly to the County;

7) Identify the County as an intended third-party beneficiary of the subcontract. The Consultant shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

D. Each insurance policy and/or certificate shall include the following terms and/or conditions:

1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Consultant.

3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

4) All policies shall be written on a primary, non-contributory basis.

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

1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	$500,000
Per Employee Disease	$500,000
Policy Limit Disease	$500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	$1,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal Injury and Advertising Injury	$1,000,000
General Aggregate	$2,000,000

3) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1) and (2) above.

Limits

Each Occurrence	$ 1,000,000
General Aggregate	$ 1,000,000

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

Limits

Each Occurrence or Claim	$2,000,000
General Aggregate	$2,000,000

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

5) **Pollution Legal/Environmental Legal Liability Insurance** for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;

b. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

c. Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	$ 1,000,000
General Aggregate	$ 1,000,000

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

6) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT D - FDOT GRANT PROVISIONS

Florida Department of Transportation Funding

This project is being funded in part by a Grant from the Florida Department of Transportation (FDOT). The contractor must abide by the following contract provisions:

Equal Employment Opportunity: In connection with the carrying out of this Project, the contractor shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall insert the foregoing provision modified only to show the particular contractual relationship in all its subcontracts in connection with the development or operation of the Project, except subcontracts for the standard commercial supplies or raw materials, and shall require all such subcontractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Contractor shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

Title VI - Civil Rights Act of 1964: The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et. seq), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Contractor pursuant thereto.

Title VIII - Civil Rights Act of 1968: The Contractor will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, (42 USC 3601, et seq.,) which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex and age.

Americans with Disabilities Act of 1990 (ADA): The Contractor will comply with all the requirements imposed by the ADA (42 USC 12012. et. Seq.) the regulations of the federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

Disadvantaged Business Enterprise (DBE) Policy and Obligation:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the St. Pete-Clearwater International Airport, to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders, including those who qualify as a DBE.

A DBE contract goal of 6.81 percent (6.81%) has been established for this contract.

The bidder shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The bidder will be required to submit the following information:
(1) The names and addresses of DBE firms that will participate in the contract;
(2) A description of the work that each DBE firm will perform;
(3) The dollar amount of the participation of each DBE firm participating;

(4) Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
(5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and
(6) If the contract goal is not met, evidence of good faith efforts.

St. Pete-Clearwater International Airport (hereafter 'the Airport') shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The Airport shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The Airport's DBE Program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Airport of its failure to carry out its approved program, the Department may impose sanction as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

This language will also appear in financial assistance agreements with sub-recipients, if any.

The St. Pete-Clearwater International Airport will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor). The following language is to be used verbatim as stated in §26.13(b):

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

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or Disqualifying the contractor from future bidding as non-responsible."

Prompt Payment

The Airport requires that all subcontractors performing work on USDOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.

In accordance with 49 CFR §26.29, the Airport has established, as part of its DBE Program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than thirty (30) days from receipt of each payment made to the prime contractor by the Airport.

The Airport ensures prompt and full payment of retainage from the prime contractor to the subcontractor within *30* days after the subcontractor's work is satisfactorily completed. Pursuant to §26.29, the Airport has selected the following method to comply with this requirement:

The Airport will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the Airport's payment to the prime contractor.

To implement this measure the Airport will include the following clause from the FAA Advisory Circular 150-5370-10H in each DOT-assisted prime contract.

a. From the total of the amount determined to be payable on a partial payment, 5% percent of such total amount will be deducted and retained by the Airport for protection of the Airport's interests. Unless otherwise instructed by the Airport, the amount retained by the Airport will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Airport in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Airport for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Airport evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Airport. When the Airport has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Airport's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Airport may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

Prompt Payment Monitoring for DBEs and Non-DBEs

The Airport clearly understands and acknowledges that reliance on complaints or notifications from subcontractors about a contractor's failure to comply with prompt payment and retainage requirements is not a sufficient monitoring and oversight mechanism. Therefore, the Airport undertakes proactive monitoring and oversight of prime contractors' compliance with subcontractor prompt payment and return of retainage requirements of 49 CFR Part 26. Such monitoring activities will be accomplished through the following method(s):

1. *Requiring prime contractors to notify the Airport via email, to the DBELO, the name of the subcontractor, the amount paid, the date paid, and the check number. This must be done after each pay application has been paid by the Airport.*
2. *Use of an automated system (B2G Now) that requires real time entry of payments to, and receipts by, prime contractors and subcontractors and regularly monitors that system.*

The Airport proactively reviews contract payments to subcontractors including DBEs at least once a month, utilizing the #1 method above. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to the Airport by the prime contractor.

The Airport requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the Airport's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the Airport or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

Prompt Payment Dispute Resolution

The Airport will take the following steps to resolve disputes as to whether work has been satisfactorily completed for purposes of §26.29.

A meeting will be scheduled with the prime, sub, DBELO and other appropriate Airport representative(s) such as the Airport Engineer. Any meeting for the purpose of dispute resolution will include Airport representative(s) authorized to bind each interested party, including Airport representative(s) with authority to take enforcement action.

The Airport has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

If the Prime contractor has not paid subcontractors in accordance with §26.29 the Airport will not reimburse the prime contractor for work performed by subcontractors until the prime is in compliance with §26.29.

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

- If affected subcontractor is not comfortable contacting the prime directly regarding payment or unable to resolve payment discrepancies with prime, subcontractor should contact the Airport's DBELO to initiate complaint.

- If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by the Airport to resolve prompt payment disputes, affected subcontractor may contact the FAA Office of Civil Rights.
- Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

The Airport will provide appropriate means to enforce the requirements of §26.29. These means may include:

- *In accordance with the contract, assessing liquidated damages against the prime contractor for each day beyond the required time period the prime contractor fails to pay the subcontractor.*
- *Advise subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract.*
- *Pay subcontractors directly and deduct this amount from the retainage owed to the prime.*
- *Issue a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met.*

The Airport will actively implement the enforcement actions detailed above.

Monitoring Contracts and Work Sites

The Airport reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (*e.g.*, as the result of modification to the contract) is performed by the DBEs to which the work was committed. Work site monitoring is performed by the resident project representative who is tasked with this work. Contracting records are reviewed by the DBELO. The Airport will maintain written certification from the resident project representative that contracting records have been reviewed and work sites have been monitored for this purpose.

Good Faith Efforts when a DBE is replaced on a contract

The Airport requires that prime contractors not terminate a DBE subcontractor listed on a bid/contract with a DBE contract goal without the Airport's prior written consent. Prior written consent will only be provided where there is "good cause" for termination of the DBE firm, as established by Section 26.53(f)(3) of the DBE regulation.

Before transmitting to the Airport its request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to the Airport prior to consideration of the request to terminate. The DBE will then have five (5) days to respond and advise the Airport of why it objects to the proposed termination.

In those instances where "good cause" exists to terminate a DBE's contract, the Airport will require the prime contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The Airport will require the prime contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation. Good cause does not exist if the prime contractor seeks to terminate a DBE or any portion of its work that is relied upon to obtain the contract so that the prime contractor to self-perform the work for which the DBE contractor was engaged, or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

E-Verify

The contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

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

EXHIBIT E - FAA CONTRACT PROVISIONS

FAA
Airports

FAA Contract Provision – Professional Services

(Issued on May 24, 2023)

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor 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 Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	6.9%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

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

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is St Pete-Clearwater International Airport, Clearwater, Florida.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

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.

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the consultant and subconsultant from the bid solicitation period through the completion of the contract.

Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (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);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must

take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts 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. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant

thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) 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 moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

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

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm 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 Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISE

Bid Information Submitted as a matter of **responsiveness**:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of **responsibility**:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the St Pete-Clearwater International Airport to practice nondiscrimination based on race, color, sex, or national origin in the

award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from St Pete-Clearwater International Airport. The prime contractor agrees further to return retainage payments to each subcontractor within 30 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 St Pete-Clearwater International Airport. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –

The prime contractor must not terminate a DBE subcontractor listed in response without prior written consent of St Pete-Clearwater International Airport. This includes, but is not limited to, instances in which the prime contractor 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.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent the St Pete-Clearwater International Airport. Unless St Pete-Clearwater International Airport consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

St Pete-Clearwater International Airport may provide such written consent only if St Pete-Clearwater International Airport agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to St Pete-Clearwater International Airport its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to St Pete-Clearwater International Airport of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise St Pete-Clearwater International Airport and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why St Pete-Clearwater International Airport should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), St Pete-Clearwater International Airport may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration 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 subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Consultant and subconsultant agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

EQUAL OPPORTUNITY CLAUSE

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts 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.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

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

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

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

   d. "Minority" includes:

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

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

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

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

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

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown

Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

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

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or

community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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

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

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

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

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

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

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

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

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

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

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

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

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

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

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

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

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

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

   Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

   If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

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 as 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 included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

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.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

AGREEMENT

PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW.

CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFQ TITLE: St. Pete-Clearwater International Airport - Professional Engineering Services

RFQ CONTRACT NO. 26-0041-RFQ-CCNAC

CONTINUING FIRM: AVCON, Inc.

AGREEMENT

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AGREEMENT

SECTION 1 - INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR

ST. PETE-CLEARWATER INTERNATIONAL AIRPORT

This Agreement entered into on the Click or tap to enter a date. between Pinellas County, a political subdivision of the state of Florida, hereinafter referred to as the County, represented by its board of County commissioners, and AVCON, Inc., with offices in Clearwater, FL, hereinafter referred to as the consultant or contractor.

WITNESSETH, that:

WHEREAS, the County St. Pete-Clearwater International Airport requires Professional Engineering services on an as needed basis, herein referred as project.

WHEREAS, the County desires the consultant provide Professional Engineering services requisite to the management needs of the County St. Pete-Clearwater International Airport, and

WHEREAS, the consultant has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

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

SECTION 2 - GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

1. DESCRIPTION OF OVERALL REQUIRED SERVICES

The consultant will provide professional services for St. Pete-Clearwater International Airport for a period of five (5) years, in accordance with the terms of this agreement and the scope of services set out in Exhibit B, which is attached hereto and incorporated herein.

The following Exhibits are incorporated and included in this agreement:

Exhibit A – Hourly Rate Sheet, Exhibit B – Scope of Services, Exhibit C – Insurance Requirements, Exhibit D – FDOT Grant Provisions, Exhibit E – FAA Grant Provisions.

2. ASSIGNMENT OF WORK

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

3. CONSULTING RESPONSIBILITIES

A. It is the intention of the County that the consultant is held accountable for its work, including checking and plans review, and that submittals are complete.

B. The consultant shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the consultant of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

C. The consultant represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the County. Primary liaison with the County will be through the consultant's project manager. All of the services required herein will be performed by the consultant or under the consultant's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

D. The consultant shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of a Professional Engineer registered in the state of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the consultant's Florida registered engineer.

E. The consultant shall be responsible for the preparation of a project design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall project time frames should also be prepared. These schedules must be submitted for County approval within 10 days of the initial project notice to proceed. These schedules will be used to verify consultant performance in relationship to fees claimed and to allow the County's project manager to monitor the consultant's efforts. The consultant shall be responsible for any updates to these schedules and for documenting in writing to the County any major deviations in the actual versus estimated project time frames.

F. The consultant shall respond, in writing, to all review comments made by the County, within 10 days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

4. GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

B. **Americans with Disabilities Act (ADA) Digital Accessibility Compliance** All public-facing digital content and services produced, modified, hosted, or otherwise provided pursuant to the agreement—including but not limited to audiovisual content, documents, websites, web applications, mobile apps, software, kiosks, and other technology-based Products and Services—must comply with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, and must be in conformance with requirements defined in the following standards: The Information and Communication Technology (ICT) Standards and Guidelines; the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA; or such guidelines as may be subsequently adopted by the Department of Justice (DOJ) for compliance with the ADA. If guidelines are formally adopted by DOJ, those guidelines will be used as the standard for compliance regardless of whether they are more or less stringent than WCAG 2.1 AA. COUNTY will notify CONTRACTOR in writing if it identifies an issue that renders the product inaccessible (the "Accessibility Issue"). Within 30 days of such notice, CONTRACTOR and COUNTY will meet and agree upon an appropriate and commercially reasonable timeline for resolution of the Accessibility Issue(s) ("Initial Meeting"). Should any of the following conditions occur, it will constitute a material breach of the Agreement by CONTRACTOR and will be grounds for termination by COUNTY: 1. CONTRACTOR fails to acknowledge receipt of the notice and fails to meet within 30 days of receipt of the Notice; 2. CONTRACTOR unreasonably and solely withholds agreement regarding a timeline for resolution; or 3. CONTRACTOR fails to materially resolve the Accessibility Issue(s) within the agreed-upon timeline.

5. **KEY PERSONNEL**

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

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

B. The contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida statute 448.095. The County will verify the work authorization of the contractor and subcontractor. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, contractor, or subcontract has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida statute 448.09(1) they shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a subcontractor knowingly violated this provision, but the contractor otherwise complied with this provision, the County will notify the contractor and order that the contractor immediately terminate the contract with the subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to section 448.095(2)(d), Florida statute. Contractor acknowledges upon termination of this Agreement by the County for violation of this section by contractor, contractor may not be awarded a public contract for at least 1 year. Contractor acknowledges that contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clause set for in this section.

SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT

1. **SERVICES**

   A. The consultant shall furnish all services, equipment and manpower necessary for the work assignment in accordance with the intent of the Agreement.

   B. If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive quality control checks and reviews.

   C. If required, the consultant shall provide a file of the proposed design in autocad latest version supported by Pinellas County, complete with all objects depicted according to software requirements.

   D. The consultant shall provide the following, if requested:

      1. Support to County staff in development of a scope of services.
      2. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
      3. Quality control and constructability reviews of plans
      4. Project implementation services for design such as: infrastructure studies and investigations, project scope preparation, project design, conduct/assist in public information meetings, utility coordination, land surveying services, geotechnical services, access connection and environmental permitting services, cost estimating, railroad coordination, construction engineering and inspection.
      5. Project management support and preparation of independent cost estimates.
      6. Status meetings at a minimum of one each month.
      7. Any other miscellaneous engineering services requirement by the County as directed by County's designated director or designee who is a County employee.

   E. Design phase (services to be defined with each specific work assignment)

   F. Bidding phase (services to be defined with each specific work assignment)

   G. Other engineering services. (services to be defined with each specific work assignment)

      1. Survey work – assist the County in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a professional land surveyor (pls).
      2. Copy and reproduction support – assist the County in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
      3. Miscellaneous figures, as-built drawings, maps – prepare figures, design drawings, maps, specifications, as-builts, etc., for the County when requested. All design support shall be performed on auto-cadd, latest version.

2. **GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED**

   The consultant shall also provide miscellaneous services not otherwise described but required by the County during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the County's operations.

SECTION 4 - PERFORMANCE SCHEDULES

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

A. The work assignments to be performed by the consultant shall commence upon receipt, from the County, of a written notice to proceed from the County's director of St. Pete-Clearwater International Airport or designee who is a County employee.

B. The consultant's performance schedule for any authorized work assignments shall be established upon the County's acceptance and approval of a detailed schedule to be submitted, by the consultant, prior to each assignment.

C. Each individual work assignment issued to the consultant must have at least a 10% financial commitment to a certified Pinellas County small business enterprise subconsultant for individual work assignments valued at $50,000.00 or greater. If the prime firm is an SBE, the requirement is already satisfied.

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

The County shall provide the following for the consultant's use and guidance:

A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the County may have in its possession.

B. Sample copies of the County standard contract documents and specifications, if required.

SECTION 6 - PAYMENT SCHEDULE/INVOICING REQUIREMENTS

1. The County shall make payments to the consultant for work performed in accordance with the local government prompt payment act, F.S. Section 218.70 et. Seq.
2. Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the County may, prior to processing of the invoice for payment, require the consultant to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable, or expense items (as defined in the Compensation to the Consultant Section below) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.
3. The consultant shall provide a progress report with each invoice in a format to be provided by the County. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated project manager.
4. Supplier shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of section 218.70 et. Seq, Florida statutes, "the local government prompt payment act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

   Finance division accounts payable

   Pinellas County board of County commissioners

   P. O. Box 2438

   Clearwater, FL 33757

   Each invoice shall include, at a minimum, the supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by supplier in accordance with the County's dispute resolution process for invoiced payments, established in accordance with section 218.76, Florida statutes, and any such disputes shall be resolved in accordance with the County's dispute resolution process

SECTION 7 - COMPENSATION TO THE CONSULTANT

1. The County shall compensate the consultant for authorized work assignments using the following methods of compensation. The method of compensation shall be determined by the County based on the work assignment to be performed.

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

   B. For indeterminate work assignments, compensation shall be on an hourly rate basis, compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this Agreement and incorporated herein as exhibit a.

2. The upset limit for all compensation to be paid under the maximum Five (5) year term of this Agreement is an amount not to exceed $1,500,000.00. Total payments to the consultant may not exceed this amount without board of County commissioners or County administrator's approval to raise this upset limit.
3. In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the consultant shall be as established by the County based on the County's determination of the percentage of work effort completed to date of termination.

SECTION 8 - WORK ASSIGNMENT

1. The County and the consultant shall mutually agree on scope of services based on individual work assignment as needed throughout the Agreement term, thus work assignment authorization by an approved purchase order.
2. The consultant shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignment unless such services and compensation, therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the board of County commissioners' purchasing department.

SECTION 9 - ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

1. The consultant shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the County. In the event of a corporate acquisition and/or merger, the consultant shall provide written notice to the County within 30 business days of consultant's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.
2. The County reserves the right to review the qualifications of any and all subconsultants, and to reject any subconsultant in a proper and timely manner, deemed not qualified. The consultant may propose an alternate and/or additional subconsultant, other than the subconsultant(s) provided in the Agreement, however, the consultant: 1) shall provide a written explanation to the purchasing department and the responsible County department director or authorized designee for the alternate and/or additional subconsultant prior to the engagement; and 2) must receive written approval from the responsible County department director or authorized designee prior to the engagement.

   Alternate and/or additional subconsultants shall have labor/equipment rates and labor categories consistent with those presented in the Agreement and shall not cause an increase to the original contract award amount. If the labor/equipment rates and labor categories offered by the alternate and/or additional subconsultant are not contained in the Agreement, the consultant must verify in writing to the purchasing department and the responsible County department director or authorized designee that the rates for the services and equipment provided are fair and reasonable and shall not cause an increase to the original contract award amount.

SECTION 10 - SATISFACTORY PERFORMANCE

All services to be provided by the consultant under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the County's designated departmental director or designed.

SECTION 11 - RESOLUTION OF DISAGREEMENTS

1. The County shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.
2. The decision of the County upon all claims, questions, disputes and conflicts shall be final and conclusive and shall be binding upon all parties to this Agreement, subject to judicial review.

SECTION 12 - CONSULTANTS ACCOUNTING RECORDS

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

2. The consultant's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the County's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the consultant or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The County shall not audit payroll and expense records on work assignments paid by lump sum fee.
3. The County reserves the privilege of auditing a vendor's records as such records relate to purchases between the County and said vendor. Such audit privilege is provided for within the text of the Pinellas County code 2-176(j). Records should be maintained for 5 years from the date of final payment.
4. The County's agent or authorized representative shall have access to the consultant's facilities and all necessary records in order to conduct audits in compliance with this section. The County's agent or authorized representative shall give the consultant reasonable advance notice of intended inspections, examinations, and/or audits.

SECTION 13 - OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement,

1. Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the consultant shall be delivered by the consultant to the County at the conclusion of the project or the termination of the consultant's services.
2. The consultant at its own expense may retain copies for its files and internal use.

SECTION 14 - INSURANCE COVERAGE

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

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

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

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

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

SECTION 17 - PROHIBITION AGAINST CONTINGENT FEE

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

AGREEMENT

SECTION 18 - TRUTH IN NEGOTIATIONS

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

SECTION 19 - SUCCESSORS AND ASSIGNS

The consultant shall not assign, sublet, or transfer his interest in this Agreement without the written consent of the County.

SECTION 20 - INDEMNIFICATION

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

SECTION 21 - INTEREST ON JUDGMENTS

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

SECTION 22 - TERMINATION OF AGREEMENT

1. Pinellas County reserves the right to terminate this contract without cause by giving 30 days prior notice to the consultant in writing of the intention to terminate or with cause if at any time the consultant fails to fulfill or abide by any of the terms or conditions specified.
2. Failure of the consultant to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.
3. In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.
4. In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23 - AGREEMENT TERM

1. This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the first five (5) year term however, the County reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa bay metropolitan statistical area. Travel outside of the Tampa bay metropolitan statistical area will be reimbursed in accordance with section 112.061 F.S. And/or the County travel policy, as approved by the County.

AGREEMENT

SECTION 24 - CONFLICT OF INTEREST

1. By accepting award of this contract, the consultant, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the consultant's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or consultants who will be eligible to supply material and equipment for the project for which the consultant is furnishing its services required hereunder.
2. If, in the sole discretion of the County administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County administrator or designee may cancel this contract, effective upon the date so stated in the written notice of cancellation, without penalty to the County.

SECTION 25 - EXTENT OF AGREEMENT

This Agreement represents, together with the RFP, addenda, the proposer's response, any exhibits, the entire written Agreement between the County and the consultant and may be amended only by written instrument signed by both the County and the consultant.

SECTION 26 - PUBLIC ENTITY CRIMES

Consultant is directed to the Florida Public Entity Crime act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding scrutinized companies, and consultant agrees that its bid and, if awarded, its performance of the Agreement will comply with all applicable laws including those referenced herein. Consultant represents and certifies that consultant is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Consultant agrees that any contract awarded to consultant will be subject to termination by the County if consultant fails to comply or to maintain such compliance.

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

SECTION 27 - PUBLIC RECORDS

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

CONTRACTOR'S DUTY

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners
Purchasing Division
400 S. Ft. Harrison Ave, 6th Floor,
Clearwater, FL 33756
Public Records Liaison
Phone : 727-464-5139
Email : wharvey@pinellas.gov

AGREEMENT

SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION

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

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

PINELLAS COUNTY, FLORIDA, a Political subdivision of the State of Florida, by and through its Board Of County Commissioners

Dave Eggers

Chairman

Date: June 16, 2026.

ATTEST: Ken Burke, Clerk of the Circuit Court

Deputy Clerk

Date: June 16, 2026.

CONSULTANT: **AVCON, Inc.**

Authorized Signature

Sandeep Singh, P.E.

Printed Authorized Signature

President

Title Authorized Signature

APPROVED AS TO FORM
By: *Miles Belknap*
Office of the County Attorney

EXHIBIT A - HOURY RATE SHEET

AVCON, INC.
ENGINEERS & PLANNERS
4500 140th Ave N, Suite 105
Clearwater, FL 33762
(813) 321-5588
avconinc.com

AVCON, INC.

SCHEDULE OF RATE VALUES

Position Description	2026 Proposed Contract Billing Rate
Principal Engineer	$ 323.00
Project Manager 3	$ 285.00
Project Manager 2	$ 256.00
Senior Engineer 1	$ 234.00
Chief Engineer 1	$ 277.00
Engineer 2	$ 178.00
Engineer 1	$ 144.00
Senior Planner	$ 225.00
Senior Designer	$ 131.00
Designer	$ 108.00
[2]CEI Project Admin/CEI Project Engineer	$ 166.00
Secretary/Clerical	$ 108.00

Notes: 1. The rates listed above will be in place for the duration of the contract.

2. Construction Inspection on airport projects involves more specialized technical involvement, administrative effort, and site coordination with airport staff than a typical FDOT roadway project would. Accordingly, an RPR on airport projects typically is a hybrid of construction inspector and a cosntruction manager, filling some aspects of both roles.
3. AVCON will not place a mark-up on sub-consultant services for overhead or operating margin.

DPS - EXHIBIT A
Standard Fee Schedule

Item Description	Unit	Unit Price
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	$ 275.00
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	$ 222.00
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	$ 320.00
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	$ 275.00
305-Concrete Pavement Coring - 4" Dia	Each	$ 285.00
306-Concrete Pavement Coring - 6" Dia	Each	$ 315.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	$ 15.85
402-Geo Auger Borings- Track	LF	$ 20.00
403-Geo Backhoe (Owned)	Day	$ 1,500.00
406-Geo Barge (Rental without labor)	Task	$ 6,000.00
407-Geo Chainsaw (Owned)	Day	$ 147.00
409-Geo CPT Truck/Mud Bug 0-50 Ft	LF	$ 18.85
410-Geo CPT Truck/Mud Bug 50-100 Ft	LF	$ 20.50
411-Geo CPT Truck/Mud Bug 100-150 Ft	LF	$ 23.00
412-Geo CPT Truck/Mud Bug 150-200 Ft	LF	$ 29.50
415-Geo Double Ring Infiltration ASTM D3385	Each	$ 710.00
416-Geo Dozer (Owned)	Day	$ 1,790.00
418-Geo Drill Crew Support Vehicle	Day	$ 305.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	$ 120.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	$ 120.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	$ 130.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	$ 160.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	$ 120.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	$ 120.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	$ 120.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	$ 124.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	$ 440.00
434-Geo Ground Penetrating Radar (GPR)	Hour	$ 430.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	$ 11.75
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	$ 13.50
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	$ 16.50
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	$ 23.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	$ 8.10
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	$ 10.10
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	$ 12.85
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	$ 18.00
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	$ 45.00
450-Geo Piezometer 2" 000-050 Ft	LF	$ 51.25
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	$ 74.00
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	$ 87.75
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	$ 99.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	$ 115.00

DPS - EXHIBIT A
Standard Fee Schedule

Item Description	Unit	Unit Price
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	$ 55.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	$ 62.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	$ 71.50
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	$ 32.50
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	$ 38.50
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	$ 58.75
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	$ 79.00
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	$ 19.70
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	$ 22.50
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	$ 38.50
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	$ 51.00
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	$ 17.50
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	$ 22.45
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	$ 28.50
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	$ 35.00
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	$ 12.50
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	$ 16.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	$ 20.00
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	$ 24.50
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	$ 300.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	$ 350.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	$ 450.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	$ 520.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	$ 225.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	$ 250.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	$ 310.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	$ 350.00
525-Geo Well Development	Hour	$ 220.00
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	$ 300.00
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	$ 380.00
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	$ 310.00
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	$ 500.00
535-Geo Clearing Equip- Tractor, Bush Hog Attachment	Day	$ 2,000.00
536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach	Day	$ 2,700.00
537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach	Day	$ 2,000.00
538-Geo Clearing Equipment	Day	$ 2,500.00
539-Geo Wash Boring for Rock Cores 0-50 Ft	LF	$ 13.90
540-Geo Wash Boring for Rock Cores 50-100 Ft	LF	$ 16.00
541-Geo Wash Boring for Rock Cores 100-150 Ft	LF	$ 23.50
603-Mobilization Asphalt Coring equipment	Each	$ 500.00
606-Mobilization Concrete Coring	Each	$ 495.00

DPS
Standard Fee Schedule

Item Description	Unit	Unit Price
609-Geo Mobilization Drill Rig Barge Mount	Each	$ 12,800.00
610-Geo Mobilization Drill Rig Track Mount	Each	$ 3,600.00
612-Geo Mobilization Drill Rig Truck Mount	Each	$ 720.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	$ 1,300.00
618-Geo Mobilization Support Boat	Each	$ 695.00
619-Geo Mobilization Tri-Pod	Each	$ 1,950.00
620-Mobilization of Clearing Equipment	Each	$ 710.00
701-MOT Attenuator Truck	Hour	$ 325.00
702-MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	$ 5.95
706-MOT Portable Sign	Each	$ 60.00
708-MOT Provide Channelizing Devices - Cone	Each	$ 10.00
710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	Hour	$ 325.00
712-MOT Support Vehicle	Hour	$ 155.00
Contamination Test Items		
Arsenic (Method 6010/7471)	Each	$ 11.00
Asbestos Samples	Each	$ 15.00
BTEX and MTBE (Method 8260)	Each	$ 65.00
Chlorinated Herbicides (Method 8151)	Each	$ 100.00
Drilling Permit Costs IE DEP	Each	$ 250.00
EDR Report	Each	$ 500.00
Field Sampling Kit (soil)	Each	$ 75.00
Field Sampling Survey Kit (water)	Each	$ 75.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	$ 1,810.00
Handheld GPS	Per Day	$ 80.34
Mercury Individual (Method 6010/7471)	Each	$ 25.00
Organic Vapor Analyzer (OVA)	Day	$ 150.00
Organochlorine Pesticides (Method 8081)	Each	$ 100.00
Organophosphorous Pesticides (Method 8141)	Each	$ 125.00
Polyaromatic Hydrocarbons (Method 8270)	Each	$ 100.00
Polychlorinated Biphenals (8082)	Each	$ 75.00
Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	$ 11.90
RCRA 8 Metals (Method 6010/7471)	Each	$ 65.00
RCRA Metals Individual (Method 6010/7471)	Each	$ 9.00
Semi-Volatiles (Method 8270)	Each	$ 200.00
SPLP/TCLP Metals	Each	$ 198.00
TPH Method FL-Pro	Each	$ 65.00
Ultr Low Trace Mercury GW Individual (Method 1631)	Each	$ 75.00
Volatile Organics (Method 8260)	Each	$ 95.00
Volatile Organics BTEX/MTBE(Method 8260)	Each	$ 60.00
Engineering and Technical Services		
Chief Scientist	Hour	$ 178.62
MAT Project Manager	Hour	$ 178.62
Senior Engineering Technician	Hour	$ 76.03

ESA

5404 Cypress Center Drive
Suite 125
Tampa, FL 33609
813.207.7200 phone
813.207.7201 fax

esassoc.com

March 20, 2026

Mr. Michael Coppage, P.E.
Senior Aviation Project Manager
AVCON
5550 W. Idlewild Avea, Suite 102
Tampa, FL 33634

Subject: St. Pete-Clearwater International Airport - Professional Engineering Services
Contract No. 26-0041-RFQ-CCNAC

Dear Mr. Coppage:

Thank you for providing the County's comments on ESA's submitted labor rates for this contract. Based on the comments received, the County has requested that ESA reduce several category rates below the FDOT approved rates. We are providing the following summary of accepted rates.

FDOT Labor Classification	ESA Labor Rate	Pinellas Co. Proposed Rate	Revised ESA Labor Rate
Chief Engineer 1	$283.00	$283.00	**$283.00**
Chief Planner	$374.00	$372.00	**$372.00**
Chief Scientist	$324.00	$278.00	**$278.00**
Designer	$171.00	$171.00	**$171.00**
Graphic Designer	$169.00	$149.00	**$149.00**
Project Manager 2	$272.00	$272.00	**$272.00**
Project Manager 3	$300.00	$300.00	**$300.00**
Project Planner	$178.00	$163.00	**$163.00**
Scientist	$135.00	$113.00	**$113.00**
Senior Designer	$189.00	$189.00	**$189.00**
Senior Planner	$202.00	$202.00	**$202.00**
Senior Scientist	$218.00	$183.00	**$183.00**

Please do not hesitate to contact me with any questions.

Sincerely,

Michael Arnold
Senior Vice President

GFT

Ingenuity That Shapes Lives™

GFT Inc.
200 East Robinson Street
Suite 600
Orlando, FL 32801

March 13, 2026

AVCON
5550 W Idlewild Avenue
Suite 102
Tampa, FL 33634

This letter contains GFT, Inc. staff rates for the St. Petersburg Clearwater Airport (PIE) on-call services contract. The rates provided are fully loaded rates including all overhead and other wage rate items.

Please let me know if you have any questions.

Category	Loaded Rate
Project Manager 3	$325.50
Senior Architect	$280.00
Project Architect	$240.00
Architect	$210.00
Chief Designer	$202.50
Senior Designer	$172.50
Designer	$145.50
Secretary/Clerical	$105.00
CADD/Computer Technician	$90.00

Sincerely,

Andy Nicol

Andy Nicol, AICP
Vice President



GEORGE F YOUNG
an SSR company

Acquisition Administrator	GFY 5 year Rates Previously Submitted	Requested County Adjustments	GFY Updated 5 Year Rate Request
Chief Utility Coordinator	$ 255.00	$ 252.00	$ **252.00**
GIS Specialist	$ 184.00	$ 167.00	$ **167.00**
SUR Chief Surveyor	$ 282.00	$ 276.00	$ **276.00**
SUR Crew Chief	$ 141.00	$ 121.00	$ **121.00**
SUR Field Crew Supervisor 1	$ 179.00		$ **179.00**
SUR Instrument Operator	$ 98.00	$ 94.00	$ **94.00**
SUR Party Chief	$ 141.00	$ 105.00	$ **105.00**
SUR Rod Person	$ 87.00	$ 73.00	$ **73.00**
SUR Secretary/Clerical	$ 114.00		$ **114.00**
SUR Senior Surveyor 1	$ 271.00		$ **271.00**
SUR Senior Surveyor 2	$ 276.00		$ **276.00**
SUR SUE Technician 1	$ 87.00	$ 75.00	$ **75.00**
SUR SUE Technician 2	$ 98.00		$ **98.00**
SUR SUE Technician 3	$ 141.00	$ 123.00	$ **123.00**
SUR Survey Project Manager 1	$ 211.00	$ 195.00	$ **195.00**
SUR Survey Project Manager 2	$ 230.00		$ **230.00**
SUR Survey Project Manager 3	$ 245.00		$ **245.00**
SUR Survey/GIS/SUE Analyst 1	$ 125.00	$ 99.00	$ **99.00**
SUR Survey/GIS/SUE Analyst 3	$ 146.00		$ **146.00**
Utility Coordinator	$ 184.00	$ 150.00	$ **150.00**

Bid No.:
CPA No.:
Client: PIE GENERAL CONSULTING SERVICE
Department: 14700 TERMINAL
Address BLDG #221
CLEARWATER, FL 33726
County Designee:
Phone Number:

Consultant: AVCON, INC.
Subconsultant: Northwest Surveying, Inc

Contract:

	FDOT OH Rate	FCCM	Profit	Expense	Multiplier
Certified	219.87%	0.191%	12.00%	1.52%	**3.59965**
				Negotiated Multiplier	**3.10000**

Personnel	Classification Group	Actual Rates	Loaded Hourly Rate	Negotiated Maximum (Hourly)
(Last Name, First Name)	SUR Chief Surveyor			$ 253.36
Silva, Gerald		$ 83.00	$ 257.30	
			$ -	
			$ -	
			$ -	
(Last Name, First Name)	SUR Survey/GIS/SUE Analyst 3			$ 130.20
Hornyak, William		$ 48.50	$ 150.35	
			$ -	
			$ -	
			$ -	
(Last Name, First Name)	Secretary/Clerical			$ 105.99
Royal, Samantha		$ 32.10	$ 99.51	
			$ -	
			$ -	
			$ -	
(Last Name, First Name)	SUR Crew Chief			$ 100.75
Robb, Michael		$ 27.75	$ 86.03	
			$ -	
			$ -	
			$ -	
(Last Name, First Name)	SUR Instrument Operator			$ 75.14
Mulligan, Andrew		$ 26.00	$ 80.60	
			$ -	
			$ -	
			$ -	
(Last Name, First Name)	SUR Rod Person			$ 60.45
Rivera, Heiko		$ 19.25	$ 59.68	
			$ -	
			$ -	
			$ -	
(Last Name, First Name)				#N/A
			$ -	
			$ -	
			$ -	
			$ -	
(Last Name, First Name)				#N/A
			$ -	
			$ -	
			$ -	
			$ -	
(Last Name, First Name)				#N/A

Personnel	Classification Group	Actual Rates	Loaded Hourly Rate	Negotiated Maximum (Hourly)
			$ -	
			$ -	
			$ -	
			$ -	
(Last Name, First Name)				#N/A
			$ -	
			$ -	
			$ -	
			$ -	
(Last Name, First Name)				#N/A
			$ -	
			$ -	
			$ -	
			$ -	
(Last Name, First Name)				#N/A
			$ -	
			$ -	
			$ -	
			$ -	

TAYLOR ENGINEERING, INC.

Delivering Leading-Edge Solutions

3/11/2026	5 Year Rates
TITLE	**HOURLY RATE RATE @ 3.35x ($/HR)**
Chief Engineer 1	$346.00
Sr. Engineer 1	$252.00
Engineer 2	$220.00
Engineer 1	$185.00
Engineer intern	$148.00
Sr. Designer	$195.00
Designer	$175.00
CAD Tech	$126.00
Secretary	$95.00

TERRA
TECTONICS
design group, inc.

26-0041-RFQ-CCNAC

TERRA TECTONICS DESIGN GROUP INTL., INC.

Hourly Burdened Rates

Senior Landscape Architect:	**$ 208.32**
Clerical:	**$ 81.17**

Terra Tectonics design group intl.inc. 1188 Kapp Drive Clearwater FL 33765 (727) 441-4504

www.terratectonics.com

Item Description	Unit	Unit Price
101-Aggregate Carbonates & Organic Matter FM 5-514	Test	$ 179.00
102-Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	$ 89.00
103-Aggregate Shell Content of Coarse Aggregate FM 5-555	Test	$ 126.00
104-Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	Test	$ 94.50
105-Aggregate Soundness AASHTO T104	Test	$ 385.00
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	$ 115.50
107-Aggregate Total Moisture Content by Drying AASHTO T255	Test	$ 68.50
108-Aggregate Unit Mass & Voids AASHTO T19	Test	$ 82.00
109-Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	$ 150.00
200-Asphalt Bulk Specific Gravity FM 1-T166	Test	$ 78.50
201-Asphalt Content FM 5-563	Test	$ 170.00
204-Asphalt Gradation FM 1-T030	Test	$ 111.00
206-Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Test	$ 470.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	$ 373.00
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	$ 275.00
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	$ 227.00
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	$ 345.00
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	$ 270.00
300-Concrete Beam Flexural Testing ASTM C78	Test	$ 66.35
301-Concrete Compressive Strength of Grout\Mortar ASTM C109	Test	$ 39.00
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	$ 55.00
303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	$ 74.50
305-Concrete Pavement Coring - 4" Dia	Each	$ 280.00
306-Concrete Pavement Coring - 6" Dia	Each	$ 310.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	$ 15.75
402-Geo Auger Borings- Track	LF	$ 19.80
403-Geo Backhoe (Owned)	Day	$ 1,500.00
405-Geo Barge (Owned)	Day	$ 4,200.00
406-Geo Barge Rental (Rental without labor)	Day	$ 5,800.00
407-Geo Chainsaw (Owned)	Day	$ 145.00
415-Geo Double Ring Infiltration ASTM D3385	Each	$ 704.00
416-Geo Dozer (Owned)	Day	$ 1,800.00
418-Geo Drill Crew Support Vehicle	Day	$ 300.00
421-Geo Dynamic Pile Testing/Pile Driving Analyzer	Day	$ 630.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	$ 115.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	$ 115.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	$ 135.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	$ 185.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	$ 115.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	$ 115.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	$ 130.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	$ 130.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	$ 440.00
434-Geo Ground Penetrating Radar (GPR)	Hour	$ 433.00

Item Description	Unit	Unit Price
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	$ 11.70
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	$ 13.60
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	$ 18.90
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	$ 27.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	$ 8.05
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	$ 9.95
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	$ 14.70
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	$ 19.95
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	$ 90.00
450-Geo Piezometer 2" 000-050 Ft	LF	$ 55.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	$ 78.80
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	$ 88.00
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	$ 98.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	$ 116.30
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	$ 55.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	$ 62.10
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	$ 71.45
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	$ 39.00
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	$ 38.30
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	$ 58.25
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	$ 78.45
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	$ 19.50
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	$ 22.20
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	$ 38.30
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	$ 50.50
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	$ 17.75
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	$ 22.30
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	$ 28.45
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	$ 35.30
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	$ 12.75
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	$ 16.60
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	$ 20.25
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	$ 24.45
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	$ 840.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	$ 315.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	$ 355.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	$ 445.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	$ 530.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	$ 225.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	$ 250.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	$ 310.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	$ 353.00
525-Geo Well Development	Hour	$ 216.00
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	$ 300.00
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	$ 375.00

Item Description	Unit	Unit Price
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	$ 314.00
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	$ 505.00
535-Geo Clearing Equip- Tractor, Bush Hog Attachment	Day	$ 1,950.00
536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach	Day	$ 1,700.00
537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach	Day	$ 2,010.00
538-Geo Clearing Equipment	Day	$ 2,510.00
539-Geo Wash Boring for Rock Cores 0-50 Ft	LF	$ 14.00
540-Geo Wash Boring for Rock Cores 50-100 Ft	LF	$ 16.25
541-Geo Wash Boring for Rock Cores 100-150 Ft	LF	$ 24.00
542-Geo Wash Boring for Rock Cores 150-200 Ft	LF	$ 27.25
602-Mobilization-Vibration Monitoring Equipment	Each	$ 399.00
603-Mobilization Asphalt Coring Equipment	Each	$ 515.00
604-Mobilization Barge Large	Each	$ 15,400.00
606-Mobilization Concrete Coring	Each	$ 510.00
608 Mobilization Drill Rig Amphibious	Each	$ 12,600.00
609-Geo Mobilization Drill Rig Barge Mount	Each	$ 13,000.00
610-Geo Mobilization Drill Rig Track Mount	Each	$ 3,650.00
612-Geo Mobilization Drill Rig Truck Mount	Each	$ 720.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	$ 1,225.00
618-Geo Mobilization Support Boat	Each	$ 670.00
619-Geo Mobilization Tri-Pod	Each	$ 1,900.00
620-Mobilization of Clearing Equipment	Each	$ 714.00
701-MOT Attenuator Truck	Hour	$ 320.00
702-MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	$ 5.95
706-MOT Portable Sign	Each	$ 64.40
708-MOT Provide Channelizing Devices - Cone	Each	$ 9.80
710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	Hour	$ 325.00
712-MOT Support Vehicle	Hour	$ 162.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	$ 115.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	$ 690.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Day	$ 238.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	$ 320.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	$ 440.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	$ 464.00
811-Soils Liquid Limit (AASHTO T 89)	Test	$ 76.00
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	$ 65.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	$ 23.80
819-Soils Organic Content Ignition (FM 1 T-267)	Test	$ 61.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	$ 250.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	$ 98.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	$ 445.00
824-Soils Permeability Falling Head (FM 5-513)	Test	$ 385.00
825-Soils pH Soil or Water (FM 5-550)	Test	$ 65.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	$ 76.00
827-Soils Proctor Modified (FM 1-T 180)	Test	$ 165.00
828-Soils Proctor Standard (AASHTO T 99)	Test	$ 165.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	$ 73.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	$ 195.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	$ 80.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	$ 250.00

Item Description	Unit	Unit Price
Contamination Testing Rates		
Arsenic (Method 6010/7471)	Each	$ 9.00
Asbestos Samples	Each	$ 15.00
BTEX and MTBE (Method 8260)	Each	$ 65.00
Chlorinated Herbicides (Method 8151)	Each	$ 100.00
Drilling Permit Costs IE DEP	Each	$ 250.00
EDR Report	Each	$ 500.00
Field Sampling Kit (soil)	Each	$ 75.00
Field Sampling Survey Kit (water)	Each	$ 75.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	$ 1,080.00
Handheld GPS	Per Day	$ 80.34
Mercury Individual (Method 6010/7471)	Each	$ 25.00
Organic Vapor Analyzer (OVA)	Day	$ 150.00
Organochlorine Pesticides (Method 8081)	Each	$ 100.00
Organophosphorous Pesticides (Method 8141)	Each	$ 125.00
Polyaromatic Hydrocarbons (Method 8270)	Each	$ 100.00
Polychlorinated Biphenals (8082)	Each	$ 75.00
Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	$ 11.90
RCRA 8 Metals (Method 6010/7471)	Each	$ 65.00
RCRA Metals Individual (Method 6010/7471)	Each	$ 9.00
Semi-Volatiles (Method 8270)	Each	$ 200.00
Site Clearing to Access Boring or Test Locations	Hour	$ 210.00
SPLP/TCLP Metals	Each	$ 198.00
TPH Method FL-Pro	Each	$ 65.00
Ultr Low Trace Mercury GW Individual (Method 1631)	Each	$ 75.00
Volatile Organics (Method 8260)	Each	$ 95.00
Volatile Organics BTEX/MTBE(Method 8260)	Each	$ 60.00
Technical and Professional Services		
Chief Engineer 2	Hour	$ 303.41
Chief Scientist	Hour	$ 218.96
Engineer 1	Hour	$ 181.71
Engineer 2	Hour	$ 197.69
Engineering Intern	Hour	$ 145.44
Engineering Technician	Hour	$ 115.48
Principal Engineer	Hour	$ 301.85
Secretary/Clerical	Hour	$ 130.00
Senior Designer	Hour	$ 162.65
Senior Engineer 1	Hour	$ 297.16
Senior Engineer 2	Hour	$ 240.85
Senior Engineering Technician	Hour	$ 145.00

UNISON CONSULTING

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Sunny Isles, FL

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Chicago, IL 60601
p. 312.988.3360
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February 9, 2026

Sandeep Singh, P.E.
President
AVCON, INC.
5555 E. Michigan St, Ste 200
Orlando, Florida 32822

Re: Billing Rates for Professional Engineering Services for the St. Pete-Clearwater International Airport

Dear Sandeep Singh,

Unison is presenting the job classifications and rates listed below for services related to Financial Planning, Benefit Cost Analysis, Submission and Close-out of Passenger Facility Charge (PFC) Applications to FAA, and PFC consulting services.

Job Classification	Hourly Billing Rate
Chief Financial Planner	$331
Financial Planner 1	$257
Financial Planner 2	$278
Financial Analyst	$241

These rates will be in effect for the duration of the contract. Please let us know if you have any questions.

Sincerely,
Unison Consulting, Inc.

Yovette L. Drake
President

EXHIBIT B – SCOPE OF WORK

A. OBJECTIVE:

The Board of County Commissioners is seeking qualified firms to provide architectural and engineering services for various projects at the St. Pete-Clearwater International Airport that meets the criteria of the CCNA or as specifically identified in this RFQ.

B. BACKGROUND:

This request is to obtain a group of consultants to provide professional services for a period of five (5) years with a maximum contract amount of $1,500,000 (per selected consultant) over the term of this Agreement for St. Pete-Clearwater International Airport, under the Consultants Competitive Negotiation Act (CCNA)

C. SCOPE OF WORK:

The St. Pete-Clearwater International Airport uses firms that provide architectural and engineering services for miscellaneous projects under the Consultants Competitive Negotiation Act (CCNA). Each contract has been for a term of five (5) years.

These services are needed for planning and miscellaneous studies, professional engineering and architectural services related to a variety of horizontal and vertical projects, located within terminal building, or the landside and airside areas. Funding for these projects typically use grants from the FAA/FDOT, and/or local funds or PFCs.

There will be three (3) FAA funded projects included in this RFQ where the selected consultants will be individually identified for tasks associated with these projects. The anticipated tasks will likely involve surveying, geotechnical investigations, design, bidding, construction administration, construction management, Resident Project Representative (RPR) services, and quality assurance testing. These projects are expected to be procured within the five (5) year term of this contract but are not guaranteed.

These three (3) projects are:

Projects 1 and 2 - Taxiway "A" Pavement Rehabilitation (Phase 1 and 2)

The project involves the pavement rehabilitation of Taxiway "A" from Runway 18 to Runway 4-22. Included in this project will be taxiways "A1" thru "A7".

The existing bituminous pavement system is distressed, and the design firm will need to analyze the pavement to determine the appropriate rehabilitation or reconstruction measures needed. Airfield edge lights, signage, and pavement marking will be included in this project.

It is expected this project will be designed and constructed in two phases. Services to be provided will be design/bidding/construction administration services, and construction management services.

Project 3 - Terminal Apron Rehabilitation

The project involves the pavement rehabilitation of the terminal apron, specifically aircraft parking locations 3, 4, and 5.

The PCC pavement is seriously distressed and will need to be replaced.

It is expected this project will be designed and constructed in one phase. Services to be provided will be design/bidding/construction administration services, and construction management services.

D. ATTACHMENTS:

1. Attachment A: Small Business Enterprise (SBE) Status Form
2. Appendix 1: E-Verify Affidavit
3. Attachment B: FAA Grant Provisions
4. Attachment C: FDOT Grant Provisions

EXHIBIT C - INSURANCE REQUIREMENTS

1. **INSURANCE**

The Consultant must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Consultant shall obtain and maintain, and require any sub-Consultants to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Consultant shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

A. Submittals should include the Consultant's current Certificate(s) of Insurance. If Consultant does not currently meet insurance requirements, Consultant shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Consultant for award, the selected Consultant shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

B. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Consultant of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellas.gov and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Consultant or their agent prior to the expiration date.

1) The Consultant shall also notify the County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellas.gov. Nothing contained herein shall absolve Consultant of this requirement to provide notice.

2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

C. If subcontracting is allowed under this RFP, the Primary Consultant shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-consultants to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than $500,000 for Workers' Compensation/Employers' Liability, and $1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Consultant and its subcontractor shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall;

1) Require each subcontractor to be bound to the Consultant to the same extent the Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor;

2) Provide for the assignment of the subcontracts from the Consultant to the County at the election of Owner upon termination of the Contract;

3) Provide that County will be an additional indemnified party of the subcontract;

4) Provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability;

5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below;

6) Assign all warranties directly to the County;

7) Identify the County as an intended third-party beneficiary of the subcontract. The Consultant shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

D. Each insurance policy and/or certificate shall include the following terms and/or conditions:

1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Consultant.

3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

4) All policies shall be written on a primary, non-contributory basis.

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

1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	$500,000
Per Employee Disease	$500,000
Policy Limit Disease	$500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	$1,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal Injury and Advertising Injury	$1,000,000
General Aggregate	$2,000,000

3) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1) and (2) above.

Limits

Each Occurrence	$ 1,000,000
General Aggregate	$ 1,000,000

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

Limits

Each Occurrence or Claim	$2,000,000
General Aggregate	$2,000,000

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

5) **Pollution Legal/Environmental Legal Liability Insurance** for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;

b. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

c. Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	$ 1,000,000
General Aggregate	$ 1,000,000

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

6) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT D - FDOT GRANT PROVISIONS

Florida Department of Transportation Funding

This project is being funded in part by a Grant from the Florida Department of Transportation (FDOT). The contractor must abide by the following contract provisions:

Equal Employment Opportunity: In connection with the carrying out of this Project, the contractor shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall insert the foregoing provision modified only to show the particular contractual relationship in all its subcontracts in connection with the development or operation of the Project, except subcontracts for the standard commercial supplies or raw materials, and shall require all such subcontractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Contractor shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

Title VI - Civil Rights Act of 1964: The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et. seq), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Contractor pursuant thereto.

Title VIII - Civil Rights Act of 1968: The Contractor will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, (42 USC 3601, et seq.,) which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex and age.

Americans with Disabilities Act of 1990 (ADA): The Contractor will comply with all the requirements imposed by the ADA (42 USC 12012. et. Seq.) the regulations of the federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

Disadvantaged Business Enterprise (DBE) Policy and Obligation:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the St. Pete-Clearwater International Airport, to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders, including those who qualify as a DBE.

A DBE contract goal of 6.81 percent (6.81%) has been established for this contract.

The bidder shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The bidder will be required to submit the following information:
(1) The names and addresses of DBE firms that will participate in the contract;
(2) A description of the work that each DBE firm will perform;
(3) The dollar amount of the participation of each DBE firm participating;

(4) Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
(5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and
(6) If the contract goal is not met, evidence of good faith efforts.

St. Pete-Clearwater International Airport (hereafter 'the Airport') shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The Airport shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The Airport's DBE Program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Airport of its failure to carry out its approved program, the Department may impose sanction as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

This language will also appear in financial assistance agreements with sub-recipients, if any.

The St. Pete-Clearwater International Airport will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor). The following language is to be used verbatim as stated in §26.13(b):

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

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or Disqualifying the contractor from future bidding as non-responsible."

Prompt Payment

The Airport requires that all subcontractors performing work on USDOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.

In accordance with 49 CFR §26.29, the Airport has established, as part of its DBE Program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than thirty (30) days from receipt of each payment made to the prime contractor by the Airport.

The Airport ensures prompt and full payment of retainage from the prime contractor to the subcontractor within *30* days after the subcontractor's work is satisfactorily completed. Pursuant to §26.29, the Airport has selected the following method to comply with this requirement:

The Airport will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the Airport's payment to the prime contractor.

To implement this measure the Airport will include the following clause from the FAA Advisory Circular 150-5370-10H in each DOT-assisted prime contract.

a. From the total of the amount determined to be payable on a partial payment, 5% percent of such total amount will be deducted and retained by the Airport for protection of the Airport's interests. Unless otherwise instructed by the Airport, the amount retained by the Airport will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Airport in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Airport for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Airport evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Airport. When the Airport has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Airport's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Airport may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

Prompt Payment Monitoring for DBEs and Non-DBEs

The Airport clearly understands and acknowledges that reliance on complaints or notifications from subcontractors about a contractor's failure to comply with prompt payment and retainage requirements is not a sufficient monitoring and oversight mechanism. Therefore, the Airport undertakes proactive monitoring and oversight of prime contractors' compliance with subcontractor prompt payment and return of retainage requirements of 49 CFR Part 26. Such monitoring activities will be accomplished through the following method(s):

1. *Requiring prime contractors to notify the Airport via email, to the DBELO, the name of the subcontractor, the amount paid, the date paid, and the check number. This must be done after each pay application has been paid by the Airport.*
2. *Use of an automated system (B2G Now) that requires real time entry of payments to, and receipts by, prime contractors and subcontractors and regularly monitors that system.*

The Airport proactively reviews contract payments to subcontractors including DBEs at least once a month, utilizing the #1 method above. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to the Airport by the prime contractor.

The Airport requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the Airport's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the Airport or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

Prompt Payment Dispute Resolution

The Airport will take the following steps to resolve disputes as to whether work has been satisfactorily completed for purposes of §26.29.

A meeting will be scheduled with the prime, sub, DBELO and other appropriate Airport representative(s) such as the Airport Engineer. Any meeting for the purpose of dispute resolution will include Airport representative(s) authorized to bind each interested party, including Airport representative(s) with authority to take enforcement action.

The Airport has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

If the Prime contractor has not paid subcontractors in accordance with §26.29 the Airport will not reimburse the prime contractor for work performed by subcontractors until the prime is in compliance with §26.29.

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

- If affected subcontractor is not comfortable contacting the prime directly regarding payment or unable to resolve payment discrepancies with prime, subcontractor should contact the Airport's DBELO to initiate complaint.

- If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by the Airport to resolve prompt payment disputes, affected subcontractor may contact the FAA Office of Civil Rights.
- Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

The Airport will provide appropriate means to enforce the requirements of §26.29. These means may include:

- *In accordance with the contract, assessing liquidated damages against the prime contractor for each day beyond the required time period the prime contractor fails to pay the subcontractor.*
- *Advise subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract.*
- *Pay subcontractors directly and deduct this amount from the retainage owed to the prime.*
- *Issue a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met.*

The Airport will actively implement the enforcement actions detailed above.

Monitoring Contracts and Work Sites

The Airport reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (*e.g.*, as the result of modification to the contract) is performed by the DBEs to which the work was committed. Work site monitoring is performed by the resident project representative who is tasked with this work. Contracting records are reviewed by the DBELO. The Airport will maintain written certification from the resident project representative that contracting records have been reviewed and work sites have been monitored for this purpose.

Good Faith Efforts when a DBE is replaced on a contract

The Airport requires that prime contractors not terminate a DBE subcontractor listed on a bid/contract with a DBE contract goal without the Airport's prior written consent. Prior written consent will only be provided where there is "good cause" for termination of the DBE firm, as established by Section 26.53(f)(3) of the DBE regulation.

Before transmitting to the Airport its request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to the Airport prior to consideration of the request to terminate. The DBE will then have five (5) days to respond and advise the Airport of why it objects to the proposed termination.

In those instances where "good cause" exists to terminate a DBE's contract, the Airport will require the prime contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The Airport will require the prime contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation. Good cause does not exist if the prime contractor seeks to terminate a DBE or any portion of its work that is relied upon to obtain the contract so that the prime contractor to self-perform the work for which the DBE contractor was engaged, or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

E-Verify

The contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

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

EXHIBIT E - FAA CONTRACT PROVISIONS

FAA
Airports

FAA Contract Provision – Professional Services

(Issued on May 24, 2023)

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor 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 Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	6.9%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

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

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is St Pete-Clearwater International Airport, Clearwater, Florida.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

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.

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the consultant and subconsultant from the bid solicitation period through the completion of the contract.

Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (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);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must

take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts 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. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant

thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) 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 moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

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

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm 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 Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISE

Bid Information Submitted as a matter of **responsiveness:**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of **responsibility:**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the St Pete-Clearwater International Airport to practice nondiscrimination based on race, color, sex, or national origin in the

award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from St Pete-Clearwater International Airport. The prime contractor agrees further to return retainage payments to each subcontractor within 30 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 St Pete-Clearwater International Airport. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –

The prime contractor must not terminate a DBE subcontractor listed in response without prior written consent of St Pete-Clearwater International Airport. This includes, but is not limited to, instances in which the prime contractor 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.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent the St Pete-Clearwater International Airport. Unless St Pete-Clearwater International Airport consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

St Pete-Clearwater International Airport may provide such written consent only if St Pete-Clearwater International Airport agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to St Pete-Clearwater International Airport its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to St Pete-Clearwater International Airport of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise St Pete-Clearwater International Airport and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why St Pete-Clearwater International Airport should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), St Pete-Clearwater International Airport may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration 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 subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Consultant and subconsultant agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

EQUAL OPPORTUNITY CLAUSE

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts 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.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

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

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

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

   d. "Minority" includes:

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

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

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

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

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

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown

Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

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

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or

community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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

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

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

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

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

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

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

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

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

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

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

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

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

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

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

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

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

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

   Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

   If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

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 as 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 included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

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.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

AGREEMENT

PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW.

CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFQ TITLE: St. Pete-Clearwater International Airport - Professional Engineering Services

RFQ CONTRACT NO. 26-0041-RFQ-CCNAC

CONTINUING FIRM: Kimley-Horn and Associates, Inc.

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AGREEMENT

SECTION 1 - INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR

ST. PETE-CLEARWATER INTERNATIONAL AIRPORT

This Agreement entered into on the Click or tap to enter a date. between Pinellas County, a political subdivision of the state of Florida, hereinafter referred to as the County, represented by its board of County commissioners, and Kimley-Horn and Associates, Inc., with offices in Tampa, FL, hereinafter referred to as the consultant or contractor.

WITNESSETH, that:

WHEREAS, the County St. Pete-Clearwater International Airport requires Professional Engineering services on an as needed basis, herein referred as project.

WHEREAS, the County desires the consultant provide Professional Engineering services requisite to the management needs of the County St. Pete-Clearwater International Airport, and

WHEREAS, the consultant has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

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

SECTION 2 - GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

1. DESCRIPTION OF OVERALL REQUIRED SERVICES

The consultant will provide professional services for St. Pete-Clearwater International Airport for a period of five (5) years, in accordance with the terms of this agreement and the scope of services set out in Exhibit B, which is attached hereto and incorporated herein.

The following Exhibits are incorporated and included in this agreement:

Exhibit A – Hourly Rate Sheet, Exhibit B – Scope of Services, Exhibit C – Insurance Requirements, Exhibit D – FDOT Grant Provisions, Exhibit E – FAA Grant Provisions.

2. ASSIGNMENT OF WORK

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

3. CONSULTING RESPONSIBILITIES

A. It is the intention of the County that the consultant is held accountable for its work, including checking and plans review, and that submittals are complete.

B. The consultant shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the consultant of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

C. The consultant represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the County. Primary liaison with the County will be through the consultant's project manager. All of the services required herein will be performed by the consultant or under the consultant's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

D. The consultant shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of a Professional Engineer registered in the state of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the consultant's Florida registered engineer.

E. The consultant shall be responsible for the preparation of a project design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall project time frames should also be prepared. These schedules must be submitted for County approval within 10 days of the initial project notice to proceed. These schedules will be used to verify consultant performance in relationship to fees claimed and to allow the County's project manager to monitor the consultant's efforts. The consultant shall be responsible for any updates to these schedules and for documenting in writing to the County any major deviations in the actual versus estimated project time frames.

F. The consultant shall respond, in writing, to all review comments made by the County, within 10 days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

4. GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

AGREEMENT

B. **Americans with Disabilities Act (ADA) Digital Accessibility Compliance** All public-facing digital content and services produced, modified, hosted, or otherwise provided pursuant to the agreement—including but not limited to audiovisual content, documents, websites, web applications, mobile apps, software, kiosks, and other technology-based Products and Services—must comply with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, and must be in conformance with requirements defined in the following standards: The Information and Communication Technology (ICT) Standards and Guidelines; the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA; or such guidelines as may be subsequently adopted by the Department of Justice (DOJ) for compliance with the ADA. If guidelines are formally adopted by DOJ, those guidelines will be used as the standard for compliance regardless of whether they are more or less stringent than WCAG 2.1 AA. COUNTY will notify CONTRACTOR in writing if it identifies an issue that renders the product inaccessible (the "Accessibility Issue"). Within 30 days of such notice, CONTRACTOR and COUNTY will meet and agree upon an appropriate and commercially reasonable timeline for resolution of the Accessibility Issue(s) ("Initial Meeting"). Should any of the following conditions occur, it will constitute a material breach of the Agreement by CONTRACTOR and will be grounds for termination by COUNTY: 1. CONTRACTOR fails to acknowledge receipt of the notice and fails to meet within 30 days of receipt of the Notice; 2. CONTRACTOR unreasonably and solely withholds agreement regarding a timeline for resolution; or 3. CONTRACTOR fails to materially resolve the Accessibility Issue(s) within the agreed-upon timeline.

5. **KEY PERSONNEL**

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

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

B. The contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida statute 448.095. The County will verify the work authorization of the contractor and subcontractor. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, contractor, or subcontract has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida statute 448.09(1) they shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a subcontractor knowingly violated this provision, but the contractor otherwise complied with this provision, the County will notify the contractor and order that the contractor immediately terminate the contract with the subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to section 448.095(2)(d), Florida statute. Contractor acknowledges upon termination of this Agreement by the County for violation of this section by contractor, contractor may not be awarded a public contract for at least 1 year. Contractor acknowledges that contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clause set for in this section.

SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT

1. **SERVICES**

   A. The consultant shall furnish all services, equipment and manpower necessary for the work assignment in accordance with the intent of the Agreement.

   B. If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive quality control checks and reviews.

   C. If required, the consultant shall provide a file of the proposed design in autocad latest version supported by Pinellas County, complete with all objects depicted according to software requirements.

   D. The consultant shall provide the following, if requested:

      1. Support to County staff in development of a scope of services.
      2. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
      3. Quality control and constructability reviews of plans
      4. Project implementation services for design such as: infrastructure studies and investigations, project scope preparation, project design, conduct/assist in public information meetings, utility coordination, land surveying services, geotechnical services, access connection and environmental permitting services, cost estimating, railroad coordination, construction engineering and inspection.
      5. Project management support and preparation of independent cost estimates.
      6. Status meetings at a minimum of one each month.
      7. Any other miscellaneous engineering services requirement by the County as directed by County's designated director or designee who is a County employee.

   E. Design phase (services to be defined with each specific work assignment)

   F. Bidding phase (services to be defined with each specific work assignment)

   G. Other engineering services. (services to be defined with each specific work assignment)

      1. Survey work – assist the County in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a professional land surveyor (pls).
      2. Copy and reproduction support – assist the County in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
      3. Miscellaneous figures, as-built drawings, maps – prepare figures, design drawings, maps, specifications, as-builts, etc., for the County when requested. All design support shall be performed on auto-cadd, latest version.

2. **GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED**

   The consultant shall also provide miscellaneous services not otherwise described but required by the County during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the County's operations.

SECTION 4 - PERFORMANCE SCHEDULES

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

A. The work assignments to be performed by the consultant shall commence upon receipt, from the County, of a written notice to proceed from the County's director of St. Pete-Clearwater International Airport or designee who is a County employee.

B. The consultant's performance schedule for any authorized work assignments shall be established upon the County's acceptance and approval of a detailed schedule to be submitted, by the consultant, prior to each assignment.

C. Each individual work assignment issued to the consultant must have at least a 10% financial commitment to a certified Pinellas County small business enterprise subconsultant for individual work assignments valued at $50,000.00 or greater. If the prime firm is an SBE, the requirement is already satisfied.

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

The County shall provide the following for the consultant's use and guidance:

A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the County may have in its possession.

B. Sample copies of the County standard contract documents and specifications, if required.

SECTION 6 - PAYMENT SCHEDULE/INVOICING REQUIREMENTS

1. The County shall make payments to the consultant for work performed in accordance with the local government prompt payment act, F.S. Section 218.70 et. Seq.
2. Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the County may, prior to processing of the invoice for payment, require the consultant to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable, or expense items (as defined in the Compensation to the Consultant Section below) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.
3. The consultant shall provide a progress report with each invoice in a format to be provided by the County. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated project manager.
4. Supplier shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of section 218.70 et. Seq, Florida statutes, "the local government prompt payment act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

   Finance division accounts payable

   Pinellas County board of County commissioners

   P. O. Box 2438

   Clearwater, FL 33757

   Each invoice shall include, at a minimum, the supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by supplier in accordance with the County's dispute resolution process for invoiced payments, established in accordance with section 218.76, Florida statutes, and any such disputes shall be resolved in accordance with the County's dispute resolution process

SECTION 7 - COMPENSATION TO THE CONSULTANT

1. The County shall compensate the consultant for authorized work assignments using the following methods of compensation. The method of compensation shall be determined by the County based on the work assignment to be performed.

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

   B. For indeterminate work assignments, compensation shall be on an hourly rate basis, compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this Agreement and incorporated herein as exhibit a.

2. The upset limit for all compensation to be paid under the maximum Five (5) year term of this Agreement is an amount not to exceed $1,500,000.00. Total payments to the consultant may not exceed this amount without board of County commissioners or County administrator's approval to raise this upset limit.
3. In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the consultant shall be as established by the County based on the County's determination of the percentage of work effort completed to date of termination.

SECTION 8 - WORK ASSIGNMENT

1. The County and the consultant shall mutually agree on scope of services based on individual work assignment as needed throughout the Agreement term, thus work assignment authorization by an approved purchase order.
2. The consultant shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignment unless such services and compensation, therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the board of County commissioners' purchasing department.

SECTION 9 - ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

1. The consultant shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the County. In the event of a corporate acquisition and/or merger, the consultant shall provide written notice to the County within 30 business days of consultant's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.
2. The County reserves the right to review the qualifications of any and all subconsultants, and to reject any subconsultant in a proper and timely manner, deemed not qualified. The consultant may propose an alternate and/or additional subconsultant, other than the subconsultant(s) provided in the Agreement, however, the consultant: 1) shall provide a written explanation to the purchasing department and the responsible County department director or authorized designee for the alternate and/or additional subconsultant prior to the engagement; and 2) must receive written approval from the responsible County department director or authorized designee prior to the engagement.

   Alternate and/or additional subconsultants shall have labor/equipment rates and labor categories consistent with those presented in the Agreement and shall not cause an increase to the original contract award amount. If the labor/equipment rates and labor categories offered by the alternate and/or additional subconsultant are not contained in the Agreement, the consultant must verify in writing to the purchasing department and the responsible County department director or authorized designee that the rates for the services and equipment provided are fair and reasonable and shall not cause an increase to the original contract award amount.

SECTION 10 - SATISFACTORY PERFORMANCE

All services to be provided by the consultant under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the County's designated departmental director or designed.

SECTION 11 - RESOLUTION OF DISAGREEMENTS

1. The County shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.
2. The decision of the County upon all claims, questions, disputes and conflicts shall be final and conclusive and shall be binding upon all parties to this Agreement, subject to judicial review.

SECTION 12 - CONSULTANTS ACCOUNTING RECORDS

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

2. The consultant's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the County's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the consultant or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The County shall not audit payroll and expense records on work assignments paid by lump sum fee.
3. The County reserves the privilege of auditing a vendor's records as such records relate to purchases between the County and said vendor. Such audit privilege is provided for within the text of the Pinellas County code 2-176(j). Records should be maintained for 5 years from the date of final payment.
4. The County's agent or authorized representative shall have access to the consultant's facilities and all necessary records in order to conduct audits in compliance with this section. The County's agent or authorized representative shall give the consultant reasonable advance notice of intended inspections, examinations, and/or audits.

SECTION 13 - OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement,

1. Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the consultant shall be delivered by the consultant to the County at the conclusion of the project or the termination of the consultant's services.
2. The consultant at its own expense may retain copies for its files and internal use.

SECTION 14 - INSURANCE COVERAGE

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

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

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

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

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

SECTION 17 - PROHIBITION AGAINST CONTINGENT FEE

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

AGREEMENT

SECTION 18 - TRUTH IN NEGOTIATIONS

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

SECTION 19 - SUCCESSORS AND ASSIGNS

The consultant shall not assign, sublet, or transfer his interest in this Agreement without the written consent of the County.

SECTION 20 - INDEMNIFICATION

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

SECTION 21 - INTEREST ON JUDGMENTS

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

SECTION 22 - TERMINATION OF AGREEMENT

1. Pinellas County reserves the right to terminate this contract without cause by giving 30 days prior notice to the consultant in writing of the intention to terminate or with cause if at any time the consultant fails to fulfill or abide by any of the terms or conditions specified.
2. Failure of the consultant to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.
3. In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.
4. In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23 - AGREEMENT TERM

1. This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the first five (5) year term however, the County reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa bay metropolitan statistical area. Travel outside of the Tampa bay metropolitan statistical area will be reimbursed in accordance with section 112.061 F.S. And/or the County travel policy, as approved by the County.

SECTION 24 - CONFLICT OF INTEREST

1. By accepting award of this contract, the consultant, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the consultant's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or consultants who will be eligible to supply material and equipment for the project for which the consultant is furnishing its services required hereunder.
2. If, in the sole discretion of the County administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County administrator or designee may cancel this contract, effective upon the date so stated in the written notice of cancellation, without penalty to the County.

SECTION 25 - EXTENT OF AGREEMENT

This Agreement represents, together with the RFP, addenda, the proposer's response, any exhibits, the entire written Agreement between the County and the consultant and may be amended only by written instrument signed by both the County and the consultant.

SECTION 26 - PUBLIC ENTITY CRIMES

Consultant is directed to the Florida Public Entity Crime act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding scrutinized companies, and consultant agrees that its bid and, if awarded, its performance of the Agreement will comply with all applicable laws including those referenced herein. Consultant represents and certifies that consultant is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Consultant agrees that any contract awarded to consultant will be subject to termination by the County if consultant fails to comply or to maintain such compliance.

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

SECTION 27 - PUBLIC RECORDS

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

CONTRACTOR'S DUTY

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners
Purchasing Division
400 S. Ft. Harrison Ave, 6th Floor,
Clearwater, FL 33756
Public Records Liaison
Phone : 727-464-5139
Email : wharvey@pinellas.gov

AGREEMENT

SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION

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

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

PINELLAS COUNTY, FLORIDA, a Political subdivision of the State of Florida, by and through its Board Of County Commissioners

BOARD OF COUNTY COMMISSIONERS SEAL PINELLAS COUNTY, FLORIDA

Dave Eggers
Chairman

Date: June 16, 2026.

ATTEST: Ken Burke, Clerk of the Circuit Court

Deputy Clerk

Date: June 16, 2026.

CONSULTANT: **Kimley-Horn and Associates, Inc.**

Authorized Signature

GARY J. NADEAU
Printed Authorized Signature

SR VICE PRESIDENT / PRINCIPAL
Title Authorized Signature

APPROVED AS TO FORM
By: *Miles Belknap*
Office of the County Attorney

Kimley»Horn

EXHIBIT A - HOURLY RATE SHEET

Kimley-Horn and Associates, Inc
26-0041-RFQ-CCNAC

Classification	Billing Rate
CADD/Computer Technician	$126.00
Chief Designer	$238.00
Chief Engineer 1	$353.00
Chief Engineer 2	$370.00
Chief Planner	$372.00
Chief Scientist	$278.00
Design Intern	$81.00
Engineer 1	$199.00
Engineer 2	$247.00
Engineering Intern	$148.00
Engineering Technician	$121.00
GIS Specialist	$167.00
Landscape Architect	$169.00
Planner	$152.00
Project Landscape Architect	$219.00
Project Manager 1	$210.00
Project Manager 2	$310.00
Project Planner	$163.00
Secretary/Clerical	$130.00
Senior Engineer 1	$303.00
Senior Engineer 2	$331.00
Senior Engineering Technician	$145.00
Senior Inspector	$127.00
Senior Landscape Architect	$278.00
Senior Mechanical Engineer	$295.00
Senior Planner	$256.00

ARCHITECTURE
ENGINEERING
INTERIORS
PLANNING

PGAL

March 12, 2026

Mr. Paul Piro, P.E.
Kimley-Horn
201 North Franklin Street, Suite 1400
Tampa, FL 33602

ALEXANDRIA
ATLANTA
AUSTIN
BOCA RATON
DALLAS/FORT WORTH
DENVER
HOBOKEN
HOUSTON
LAS VEGAS
LOS ANGELES
SALT LAKE CITY
SAN DIEGO

RE: St. Pete-Clearwater International Airport – Professional Engineering Services Contract No. 26-0041-RFQ-CCNAC

Dear Mr. Piro,

Below are the fully loaded rates for PGAL, Inc. based on the FDOT labor classifications for the above-mentioned contract.

	FDOT LABOR CLASSIFICATION	PGAL LABOR RATE
	Senior Architect	$250
	Project Architect	$225
	Chief Designer	$225
	Architect	$200
	Project Manager 3	$205
	Project Manager 2	$190
	Project Manager 1	$175
	Senior Designer	$175
	Designer	$135
	Design Intern	$81

Sincerely,

Jorge Garcia, AIA, Principal

PGAL.COM

791 Park of Commerce Blvd., Suite 400
Boca Raton, FL 33487

T 561 988 4002
F 561 988 3002

AA 0003337 EB 00008240

ESA

5404 Cypress Center Drive
Suite 125
Tampa, FL 33609
813.207.7200 phone
813.207.7201 fax

esassoc.com

March 20, 2026

Mr. Paul Piro, P.E.
Kimley-Horn
201 North Franklin Street, Suite 1400
Tampa, FL 33602

Subject: St. Pete-Clearwater International Airport - Professional Engineering Services
Contract No. 26-0041-RFQ-CCNAC

Dear Mr. Piro:

Thank you for providing the County's comments on ESA's submitted labor rates for this contract. Based on the comments received, the County has requested that ESA reduce several category rates below the FDOT approved rates. We are providing the following summary of accepted rates.

FDOT Labor Classification	ESA Labor Rate	Pinellas Co. Proposed Rate	Revised ESA Labor Rate
Chief Engineer 1	$283.00	$283.00	**$283.00**
Chief Planner	$374.00	$372.00	**$372.00**
Chief Scientist	$324.00	$278.00	**$278.00**
Designer	$171.00	$171.00	**$171.00**
Graphic Designer	$169.00	$149.00	**$149.00**
Project Manager 2	$272.00	$272.00	**$272.00**
Project Manager 3	$300.00	$300.00	**$300.00**
Project Planner	$178.00	$163.00	**$163.00**
Scientist	$135.00	$113.00	**$113.00**
Senior Designer	$189.00	$189.00	**$189.00**
Senior Planner	$202.00	$202.00	**$202.00**
Senior Scientist	$218.00	$183.00	**$183.00**

Please do not hesitate to contact me with any questions.

Sincerely,

Michael Arnold
Senior Vice President

Leibowitz&Horton™
Airport Management Consultants Incorporated

31 Blue Heron Drive
Greenwood Village, Colorado 80121
(303) 773-6761 • Fax (303) 773-6709

ST. PETE-CLEARWATER INTERNATIONAL AIRPORT (PIE)

SCHEDULE OF HOURLY RATES
PROFESSIONAL ENGINEERING SERVICES
CONTRACT NO. 26-0041-RFQ-CCNAC

FDOT Classification	Rate per Hour (fully loaded)
CPA	$387

Item Description	Unit	Unit Price
101-Aggregate Carbonates & Organic Matter FM 5-514	Test	$ 179.00
102-Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	$ 89.00
103-Aggregate Shell Content of Coarse Aggregate FM 5-555	Test	$ 126.00
104-Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	Test	$ 94.50
105-Aggregate Soundness AASHTO T104	Test	$ 385.00
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	$ 115.50
107-Aggregate Total Moisture Content by Drying AASHTO T255	Test	$ 68.50
108-Aggregate Unit Mass & Voids AASHTO T19	Test	$ 82.00
109-Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	$ 150.00
200-Asphalt Bulk Specific Gravity FM 1-T166	Test	$ 78.50
201-Asphalt Content FM 5-563	Test	$ 170.00
204-Asphalt Gradation FM 1-T030	Test	$ 111.00
206-Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Test	$ 470.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	$ 373.00
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	$ 275.00
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	$ 227.00
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	$ 345.00
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	$ 270.00
300-Concrete Beam Flexural Testing ASTM C78	Test	$ 66.35
301-Concrete Compressive Strength of Grout\Mortar ASTM C109	Test	$ 39.00
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	$ 55.00
303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	$ 74.50
305-Concrete Pavement Coring - 4" Dia	Each	$ 280.00
306-Concrete Pavement Coring - 6" Dia	Each	$ 310.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	$ 15.75
402-Geo Auger Borings- Track	LF	$ 19.80
403-Geo Backhoe (Owned)	Day	$ 1,500.00
405-Geo Barge (Owned)	Day	$ 4,200.00
406-Geo Barge Rental (Rental without labor)	Day	$ 5,800.00
407-Geo Chainsaw (Owned)	Day	$ 145.00
415-Geo Double Ring Infiltration ASTM D3385	Each	$ 704.00
416-Geo Dozer (Owned)	Day	$ 1,800.00
418-Geo Drill Crew Support Vehicle	Day	$ 300.00
421-Geo Dynamic Pile Testing/Pile Driving Analyzer	Day	$ 630.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	$ 115.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	$ 115.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	$ 135.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	$ 185.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	$ 115.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	$ 115.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	$ 130.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	$ 130.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	$ 440.00
434-Geo Ground Penetrating Radar (GPR)	Hour	$ 433.00

Item Description	Unit	Unit Price
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	$ 11.70
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	$ 13.60
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	$ 18.90
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	$ 27.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	$ 8.05
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	$ 9.95
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	$ 14.70
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	$ 19.95
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	$ 90.00
450-Geo Piezometer 2" 000-050 Ft	LF	$ 55.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	$ 78.80
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	$ 88.00
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	$ 98.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	$ 116.30
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	$ 55.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	$ 62.10
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	$ 71.45
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	$ 39.00
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	$ 38.30
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	$ 58.25
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	$ 78.45
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	$ 19.50
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	$ 22.20
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	$ 38.30
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	$ 50.50
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	$ 17.75
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	$ 22.30
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	$ 28.45
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	$ 35.30
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	$ 12.75
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	$ 16.60
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	$ 20.25
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	$ 24.45
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	$ 840.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	$ 315.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	$ 355.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	$ 445.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	$ 530.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	$ 225.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	$ 250.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	$ 310.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	$ 353.00
525-Geo Well Development	Hour	$ 216.00
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	$ 300.00
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	$ 375.00

Item Description	Unit	Unit Price
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	$ 314.00
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	$ 505.00
535-Geo Clearing Equip- Tractor, Bush Hog Attachment	Day	$ 1,950.00
536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach	Day	$ 1,700.00
537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach	Day	$ 2,010.00
538-Geo Clearing Equipment	Day	$ 2,510.00
539-Geo Wash Boring for Rock Cores 0-50 Ft	LF	$ 14.00
540-Geo Wash Boring for Rock Cores 50-100 Ft	LF	$ 16.25
541-Geo Wash Boring for Rock Cores 100-150 Ft	LF	$ 24.00
542-Geo Wash Boring for Rock Cores 150-200 Ft	LF	$ 27.25
602-Mobilization-Vibration Monitoring Equipment	Each	$ 399.00
603-Mobilization Asphalt Coring Equipment	Each	$ 515.00
604-Mobilization Barge Large	Each	$ 15,400.00
606-Mobilization Concrete Coring	Each	$ 510.00
608 Mobilization Drill Rig Amphibious	Each	$ 12,600.00
609-Geo Mobilization Drill Rig Barge Mount	Each	$ 13,000.00
610-Geo Mobilization Drill Rig Track Mount	Each	$ 3,650.00
612-Geo Mobilization Drill Rig Truck Mount	Each	$ 720.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	$ 1,225.00
618-Geo Mobilization Support Boat	Each	$ 670.00
619-Geo Mobilization Tri-Pod	Each	$ 1,900.00
620-Mobilization of Clearing Equipment	Each	$ 714.00
701-MOT Attenuator Truck	Hour	$ 320.00
702-MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	$ 5.95
706-MOT Portable Sign	Each	$ 64.40
708-MOT Provide Channelizing Devices - Cone	Each	$ 9.80
710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	Hour	$ 325.00
712-MOT Support Vehicle	Hour	$ 162.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	$ 115.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	$ 690.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Day	$ 238.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	$ 320.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	$ 440.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	$ 464.00
811-Soils Liquid Limit (AASHTO T 89)	Test	$ 76.00
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	$ 65.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	$ 23.80
819-Soils Organic Content Ignition (FM 1 T-267)	Test	$ 61.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	$ 250.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	$ 98.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	$ 445.00
824-Soils Permeability Falling Head (FM 5-513)	Test	$ 385.00
825-Soils pH Soil or Water (FM 5-550)	Test	$ 65.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	$ 76.00
827-Soils Proctor Modified (FM 1-T 180)	Test	$ 165.00
828-Soils Proctor Standard (AASHTO T 99)	Test	$ 165.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	$ 73.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	$ 195.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	$ 80.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	$ 250.00

Item Description	Unit	Unit Price
Contamination Testing Rates		
Arsenic (Method 6010/7471)	Each	$ 9.00
Asbestos Samples	Each	$ 15.00
BTEX and MTBE (Method 8260)	Each	$ 65.00
Chlorinated Herbicides (Method 8151)	Each	$ 100.00
Drilling Permit Costs IE DEP	Each	$ 250.00
EDR Report	Each	$ 500.00
Field Sampling Kit (soil)	Each	$ 75.00
Field Sampling Survey Kit (water)	Each	$ 75.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	$ 1,080.00
Handheld GPS	Per Day	$ 80.34
Mercury Individual (Method 6010/7471)	Each	$ 25.00
Organic Vapor Analyzer (OVA)	Day	$ 150.00
Organochlorine Pesticides (Method 8081)	Each	$ 100.00
Organophosphorous Pesticides (Method 8141)	Each	$ 125.00
Polyaromatic Hydrocarbons (Method 8270)	Each	$ 100.00
Polychlorinated Biphenals (8082)	Each	$ 75.00
Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	$ 11.90
RCRA 8 Metals (Method 6010/7471)	Each	$ 65.00
RCRA Metals Individual (Method 6010/7471)	Each	$ 9.00
Semi-Volatiles (Method 8270)	Each	$ 200.00
Site Clearing to Access Boring or Test Locations	Hour	$ 210.00
SPLP/TCLP Metals	Each	$ 198.00
TPH Method FL-Pro	Each	$ 65.00
Ultr Low Trace Mercury GW Individual (Method 1631)	Each	$ 75.00
Volatile Organics (Method 8260)	Each	$ 95.00
Volatile Organics BTEX/MTBE(Method 8260)	Each	$ 60.00
Technical and Professional Services		
Chief Engineer 2	Hour	$ 303.41
Chief Scientist	Hour	$ 218.96
Engineer 1	Hour	$ 181.71
Engineer 2	Hour	$ 197.69
Engineering Intern	Hour	$ 145.44
Engineering Technician	Hour	$ 115.48
Principal Engineer	Hour	$ 301.85
Secretary/Clerical	Hour	$ 130.00
Senior Designer	Hour	$ 162.65
Senior Engineer 1	Hour	$ 297.16
Senior Engineer 2	Hour	$ 240.85
Senior Engineering Technician	Hour	$ 145.00

NISSI GEOTECHNICAL ENGINEERING, LLC

February 9, 2026

Kimley-Horn and Associates, Inc.
201 N Franklin St, Ste 1400
Tampa, FL 33602

Attn: Paul Piro, P.E.

RE: St. Pete-Clearwater International Airport
Contract No. 26-0041-RFQ-CCNAC

Mr. Piro:

Nissi Geotechnical Engineering, LLC (Nissi) appreciates the opportunity to join the team for the above-mentioned contract. Please see our schedule of rate values below for the services Nissi will provide on the contract. The billing rates are fully loaded (burdened) rates and shall be held for the initial contract term. The rates include all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel expenses outside of the Tampa Bay Metropolitan Statistical Area shall be reimbursed in accordance with Florida Statutes.

Schedule of Rate Values

Job Classification	Fully Loaded Hourly Rate
Engineer 1	$ 138
Engineering Intern	$ 105
Engineering Technician	$ 79
Secretarial/Clerical	$ 70
Senior Engineering Technician	$ 95
CADD/Computer Technician	$ 99

Juan M. Navarrete II, P.E., CBC
Manager

ECHO
UTILITY ENGINEERING & SURVEY

Date: **February 9, 2026**

Reference: **St. Pete-Clearwater International Airport**
Professional Engineering Services
Contract No. 26-0041-RFQ-CCNAC

Schedule of Rate Values	
Job Classification	**Fully Loaded Hourly Rate**
Project Manager 3	$295.00
SUR Senior Surveyor 2	$270.00
SUR Survey Project Manager 3	$268.00
SUR Survey/GIS/SUE Analyst 3	$130.00
SUR SUE Technician 3	$109.00
SUR SUE Technician 2	$83.00
SUR SUE Technician 1	$62.00
Survey Party Chief	$96.00
SUR Instrument Operator	$75.00
SUR Rod Person	$60.00
SUE Designating/Locating Crew (2-Person)	$192.00
SUE Designating/Locating Crew (3-Person)	$254.00
Survey Crew (3-Person)	$231.00
Survey Crew (4-Person)	$291.00

The above billing rates are fully loaded (burdened) rates shall remain fixed for the duration. The above rates include all labor, direct/indirect overhead, margins/profit, salary escalations, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel expenses outside of the Tampa Bay Metropolitan Statistical Area shall be reimbursed in accordance with Florida Statutes.

Name Jeraldo Comellas, Jr., PE
Title President

02/09/2026
Date

SAM

Rate Schedule

SURVEY OFFICE PERSONNEL RATES:

SUR Chief Surveyor	$276.00	per hour
SUR Senior Surveyor II	$297.00	per hour
SUR Senior Surveyor I	$254.00	per hour
SUR Surveyor	$220.00	per hour
SUR Survey Project Manager I	$167.00	per hour
SUR Survey/GIS/SUE Analyst III	$159.00	per hour
SUR Survey/GIS/SUE Analyst II	$119.00	per hour
SUR Survey/GIS/SUE Analyst I	$ 99.00	per hour
SUR Secretary/Clerical	$130.00	per hour

SURVEY FIELD CREW RATES:

SUR Field Crew Supervisor	$198.00	per hour
SUR Survey Crew Chief	$121.00	per hour
SUR Survey Instrument Operator	$ 90.00	per hour
SUR Survey Rod Person	$ 73.00	per hour
Additional Rodperson or Flagperson	$ 73.00	per hour

UTILITY ENGINEERING FIELD CREW RATES:

SUR SUE Technician III	$123.00	per hour
SUR SUE Technician II	$ 99.00	per hour
SUR SUE Technician I	$ 75.00	per hour

AERIAL OFFICE PERSONNEL RATES:

SUR Multi-Engine Aircraft Pilot	$175.00	per hour
SUR Aerial Sensor Operator	$108.00	per hour
SUR UAS Operator	$140.00	per hour
SUR Mobile Survey Analyst III	$165.00	per hour
SUR Mobile Survey Analyst II	$132.00	per hour
SUR Mobile Survey Analyst I	$ 98.00	per hour

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941-748-4693 Office

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SAM

SAM EQUIPMENT RATES:

GPS Receiver	$104.00	per day
Robotic Total Station S7/S9	$160.00	per day
Scanning Total Station SX10 / SX12	$55.00	per hour
Tier 1 HDS Scanner (BLK360 & Faro)	$40.00	per hour
Tier 2 HDS Scanner (RTC360)	$125.00	per hour
Tier 3 HDS Scanner (Leica P20, P40, P50)	$72.00	per hour
SLAM Scanners [NaVVis]	$40.00	per hour
UTV	$25.00	per hour
Echo Sounder – Remote Controlled Boat	$37.00	per hour
Echo Sounder – Sonarmite	$20.00	per hour
VM810	$6.00	per hour
RD8000	$6.00	per hour
vLocRTKPro	$6.00	per hour
IKE-IKE4	$60.00	per hour
Weather Station	$10.00	per hour
Vacuum Excavator Truck (Standard)	$130.00	per hour
Vacuum Excavator (Canister)	$5.00	per hour
Magnetometer (EM-61)	$71.00	per hour
Ground Penetrating Radar (Push Cart)	$30.00	per hour
Ground Penetrating Radar (Towed)	$360.00	per hour
All Material Locator (AML PRO)	$25.00	per hour
Bathymetric Sensor (Fathom)	$2,500.00	per hour
Riegl VQ-1560 II	$1,300.00	per hour
Riegl VQ-480 II or VQ-780i	$1,000.00	per hour
Mobile Mapping System, includes 360° Camera System (Equip. Only)	$1,000.00	per hour
Mobile Mapping Equipment Stand-by Fee (Equip. Only)	$200.00	per hour
FLIR Corona 350 with a Quad Camera Gimbal System	$300.00	per hour
Oblique HD Camera System – Manned Aircraft	$30.00	per hour
360° Camera System – Terrestrial or Marine Standalone	$100.00	per hour
Helicopter (Turbine Engine Powered)	$1,450.00	per hour
Helicopter (Reciprocal Engine Powered)	$850.00	per hour
Fixed Wing Twin Engine (Piston)	$1,300.00	per hour
Fixed Wing Single Engine (Piston)	$750.00	per hour
Fixed Wing Single Engine (Turbine)	$1,400.00	per hour
UAS Autel Devon2 / Mavic / Phantom / Small Lift TIER 1	$50.00	per hour
UAS Alta-X / Galaxy / SkyFront Heavy Lift with LiDAR TIER 3	$300.00	per hour
UAS M600 Type Inspection Platform TIER 2	$75.00	per hour
UAV – Phoenix-Astro LiDAR	$140.00	per hour
UAV – Skydio x10	$13.00	per hour
Sherp ATV (w/o Operator)	$950.00	per day
Marshmaster (w/o Operator)	$750.00	per day
Airboat (w/o Operator)	$500.00	per day

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Hydrographic Vessel (Single Beam)	$720.00	per day
Hydrographic Vessel (Multi Beam)	$1,070.00	per day

Aerial Equipment Fees:

Manned Aircraft fees are incurred at the per hour rate for mobilization and acquisition with point of origin from one of our Airport Bases: Austin, TX; Atlanta, GA; Moore Co, NC; and Easton, MD.

OTHER DIRECT RATES:

Lodging / Per Diem*	GSA	
Mileage	$1.20	per mile
Consumables Surcharge	$20.00	per field crew/workday
Environmental Supplies	$25.00	per day
Recording Fees	At Cost plus 10%	
Permitting Fees	At Cost plus 10%	
Third-Party Traffic Control	At Cost plus 10%	
Metered Water	At Cost plus 10%	
Backfill Material	At Cost plus 10%	
Spoils Disposal	At Cost plus 10%	
Coring	At Cost plus 10%	
Document Reproduction	At Cost plus 10%	
Records Collection Fees	At Cost plus 10%	
All Other Services Not Described	At Cost plus 10%	

OVERTIME RATES:

The Overtime Rate for Field Survey Personnel shall be computed at 1.5 times the hourly rate in excess of 8 hours per day. The Overtime Rate for Office Survey Personnel shall be computed at 1.5 times the hourly rate in excess of 8 hours per day.

TRAVEL & SUBSISTENCE:

All travel and subsistence expenses for personnel are invoiced at GSA Rates or as allowed by the Client contract. Cost of mileage on company-owned vehicles is computed at $1.20 per mile.

PURCHASED SERVICES:

All purchased services are invoiced at actual cost plus ten percent (10%) administrative fee. These include but are not limited to reproduction, computer time, long distance telephone, consultants, subcontract services, rented or leased equipment, expendable supplies, and project required special supplies.

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Bradenton, FL 34211
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St. Pete-Clearwater International Airport

Professional Engineering Services

Contract No. 26-0041-RFQ-CCNAC

SPECTRUMHAVEN, LLC

Fee Schedule

HOURLY BILLING RATES FOR TASK ORDERS

Personnel Classification	Fully Loaded Hourly Rate
Senior Engineer 1	$ 294.24
Sr. Designer	$ 195.00
Electrical Engineer	$ 102.00
GIS Specialist	$ 85.00
Designer	$ 102.00
Secretary/Clerical	$ 114.41

EXHIBIT B – SCOPE OF WORK

A. OBJECTIVE:

The Board of County Commissioners is seeking qualified firms to provide architectural and engineering services for various projects at the St. Pete-Clearwater International Airport that meets the criteria of the CCNA or as specifically identified in this RFQ.

B. BACKGROUND:

This request is to obtain a group of consultants to provide professional services for a period of five (5) years with a maximum contract amount of $1,500,000 (per selected consultant) over the term of this Agreement for St. Pete-Clearwater International Airport, under the Consultants Competitive Negotiation Act (CCNA)

C. SCOPE OF WORK:

The St. Pete-Clearwater International Airport uses firms that provide architectural and engineering services for miscellaneous projects under the Consultants Competitive Negotiation Act (CCNA). Each contract has been for a term of five (5) years.

These services are needed for planning and miscellaneous studies, professional engineering and architectural services related to a variety of horizontal and vertical projects, located within terminal building, or the landside and airside areas. Funding for these projects typically use grants from the FAA/FDOT, and/or local funds or PFCs.

There will be three (3) FAA funded projects included in this RFQ where the selected consultants will be individually identified for tasks associated with these projects. The anticipated tasks will likely involve surveying, geotechnical investigations, design, bidding, construction administration, construction management, Resident Project Representative (RPR) services, and quality assurance testing. These projects are expected to be procured within the five (5) year term of this contract but are not guaranteed.

These three (3) projects are:

Projects 1 and 2 - Taxiway "A" Pavement Rehabilitation (Phase 1 and 2)

The project involves the pavement rehabilitation of Taxiway "A" from Runway 18 to Runway 4-22. Included in this project will be taxiways "A1" thru "A7".

The existing bituminous pavement system is distressed, and the design firm will need to analyze the pavement to determine the appropriate rehabilitation or reconstruction measures needed. Airfield edge lights, signage, and pavement marking will be included in this project.

It is expected this project will be designed and constructed in two phases. Services to be provided will be design/bidding/construction administration services, and construction management services.

Project 3 - Terminal Apron Rehabilitation

The project involves the pavement rehabilitation of the terminal apron, specifically aircraft parking locations 3, 4, and 5.

The PCC pavement is seriously distressed and will need to be replaced.

It is expected this project will be designed and constructed in one phase. Services to be provided will be design/bidding/construction administration services, and construction management services.

D. ATTACHMENTS:

1. Attachment A: Small Business Enterprise (SBE) Status Form
2. Appendix 1: E-Verify Affidavit
3. Attachment B: FAA Grant Provisions
4. Attachment C: FDOT Grant Provisions

EXHIBIT C - INSURANCE REQUIREMENTS

1. **INSURANCE**

The Consultant must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Consultant shall obtain and maintain, and require any sub-Consultants to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Consultant shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

A. Submittals should include the Consultant's current Certificate(s) of Insurance. If Consultant does not currently meet insurance requirements, Consultant shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Consultant for award, the selected Consultant shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

B. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Consultant of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellas.gov and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Consultant or their agent prior to the expiration date.

1) The Consultant shall also notify the County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellas.gov. Nothing contained herein shall absolve Consultant of this requirement to provide notice.

2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

C. If subcontracting is allowed under this RFP, the Primary Consultant shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-consultants to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than $500,000 for Workers' Compensation/Employers' Liability, and $1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Consultant and its subcontractor shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall;

1) Require each subcontractor to be bound to the Consultant to the same extent the Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor;

2) Provide for the assignment of the subcontracts from the Consultant to the County at the election of Owner upon termination of the Contract;

3) Provide that County will be an additional indemnified party of the subcontract;

4) Provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability;

5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below;

6) Assign all warranties directly to the County;

7) Identify the County as an intended third-party beneficiary of the subcontract. The Consultant shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

D. Each insurance policy and/or certificate shall include the following terms and/or conditions:

1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Consultant.

3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

4) All policies shall be written on a primary, non-contributory basis.

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

1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	$500,000
Per Employee Disease	$500,000
Policy Limit Disease	$500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	$1,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal Injury and Advertising Injury	$1,000,000
General Aggregate	$2,000,000

3) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1) and (2) above.

Limits

Each Occurrence	$ 1,000,000
General Aggregate	$ 1,000,000

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

Limits

Each Occurrence or Claim	$2,000,000
General Aggregate	$2,000,000

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

5) **Pollution Legal/Environmental Legal Liability Insurance** for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;

b. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

c. Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	$ 1,000,000
General Aggregate	$ 1,000,000

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

6) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT D - FDOT GRANT PROVISIONS

Florida Department of Transportation Funding

This project is being funded in part by a Grant from the Florida Department of Transportation (FDOT). The contractor must abide by the following contract provisions:

Equal Employment Opportunity: In connection with the carrying out of this Project, the contractor shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall insert the foregoing provision modified only to show the particular contractual relationship in all its subcontracts in connection with the development or operation of the Project, except subcontracts for the standard commercial supplies or raw materials, and shall require all such subcontractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Contractor shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

Title VI - Civil Rights Act of 1964: The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et. seq), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Contractor pursuant thereto.

Title VIII - Civil Rights Act of 1968: The Contractor will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, (42 USC 3601, et seq.,) which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex and age.

Americans with Disabilities Act of 1990 (ADA): The Contractor will comply with all the requirements imposed by the ADA (42 USC 12012. et. Seq.) the regulations of the federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

Disadvantaged Business Enterprise (DBE) Policy and Obligation:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the St. Pete-Clearwater International Airport, to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders, including those who qualify as a DBE.

A DBE contract goal of 6.81 percent (6.81%) has been established for this contract.

The bidder shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The bidder will be required to submit the following information:
(1) The names and addresses of DBE firms that will participate in the contract;
(2) A description of the work that each DBE firm will perform;
(3) The dollar amount of the participation of each DBE firm participating;

(4) Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
(5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and
(6) If the contract goal is not met, evidence of good faith efforts.

St. Pete-Clearwater International Airport (hereafter 'the Airport') shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The Airport shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The Airport's DBE Program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Airport of its failure to carry out its approved program, the Department may impose sanction as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

This language will also appear in financial assistance agreements with sub-recipients, if any.

The St. Pete-Clearwater International Airport will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor). The following language is to be used verbatim as stated in §26.13(b):

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

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or Disqualifying the contractor from future bidding as non-responsible."

Prompt Payment

The Airport requires that all subcontractors performing work on USDOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.

In accordance with 49 CFR §26.29, the Airport has established, as part of its DBE Program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than thirty (30) days from receipt of each payment made to the prime contractor by the Airport.

The Airport ensures prompt and full payment of retainage from the prime contractor to the subcontractor within *30* days after the subcontractor's work is satisfactorily completed. Pursuant to §26.29, the Airport has selected the following method to comply with this requirement:

The Airport will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the Airport's payment to the prime contractor.

To implement this measure the Airport will include the following clause from the FAA Advisory Circular 150-5370-10H in each DOT-assisted prime contract.

a. From the total of the amount determined to be payable on a partial payment, 5% percent of such total amount will be deducted and retained by the Airport for protection of the Airport's interests. Unless otherwise instructed by the Airport, the amount retained by the Airport will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Airport in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Airport for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Airport evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Airport. When the Airport has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Airport's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Airport may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

Prompt Payment Monitoring for DBEs and Non-DBEs

The Airport clearly understands and acknowledges that reliance on complaints or notifications from subcontractors about a contractor's failure to comply with prompt payment and retainage requirements is not a sufficient monitoring and oversight mechanism. Therefore, the Airport undertakes proactive monitoring and oversight of prime contractors' compliance with subcontractor prompt payment and return of retainage requirements of 49 CFR Part 26. Such monitoring activities will be accomplished through the following method(s):

1. *Requiring prime contractors to notify the Airport via email, to the DBELO, the name of the subcontractor, the amount paid, the date paid, and the check number. This must be done after each pay application has been paid by the Airport.*
2. *Use of an automated system (B2G Now) that requires real time entry of payments to, and receipts by, prime contractors and subcontractors and regularly monitors that system.*

The Airport proactively reviews contract payments to subcontractors including DBEs at least once a month, utilizing the #1 method above. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to the Airport by the prime contractor.

The Airport requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the Airport's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the Airport or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

Prompt Payment Dispute Resolution

The Airport will take the following steps to resolve disputes as to whether work has been satisfactorily completed for purposes of §26.29.

A meeting will be scheduled with the prime, sub, DBELO and other appropriate Airport representative(s) such as the Airport Engineer. Any meeting for the purpose of dispute resolution will include Airport representative(s) authorized to bind each interested party, including Airport representative(s) with authority to take enforcement action.

The Airport has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

If the Prime contractor has not paid subcontractors in accordance with §26.29 the Airport will not reimburse the prime contractor for work performed by subcontractors until the prime is in compliance with §26.29.

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

- If affected subcontractor is not comfortable contacting the prime directly regarding payment or unable to resolve payment discrepancies with prime, subcontractor should contact the Airport's DBELO to initiate complaint.

- If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by the Airport to resolve prompt payment disputes, affected subcontractor may contact the FAA Office of Civil Rights.
- Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

The Airport will provide appropriate means to enforce the requirements of §26.29. These means may include:

- *In accordance with the contract, assessing liquidated damages against the prime contractor for each day beyond the required time period the prime contractor fails to pay the subcontractor.*
- *Advise subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract.*
- *Pay subcontractors directly and deduct this amount from the retainage owed to the prime.*
- *Issue a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met.*

The Airport will actively implement the enforcement actions detailed above.

Monitoring Contracts and Work Sites

The Airport reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (*e.g.*, as the result of modification to the contract) is performed by the DBEs to which the work was committed. Work site monitoring is performed by the resident project representative who is tasked with this work. Contracting records are reviewed by the DBELO. The Airport will maintain written certification from the resident project representative that contracting records have been reviewed and work sites have been monitored for this purpose.

Good Faith Efforts when a DBE is replaced on a contract

The Airport requires that prime contractors not terminate a DBE subcontractor listed on a bid/contract with a DBE contract goal without the Airport's prior written consent. Prior written consent will only be provided where there is "good cause" for termination of the DBE firm, as established by Section 26.53(f)(3) of the DBE regulation.

Before transmitting to the Airport its request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to the Airport prior to consideration of the request to terminate. The DBE will then have five (5) days to respond and advise the Airport of why it objects to the proposed termination.

In those instances where "good cause" exists to terminate a DBE's contract, the Airport will require the prime contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The Airport will require the prime contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation. Good cause does not exist if the prime contractor seeks to terminate a DBE or any portion of its work that is relied upon to obtain the contract so that the prime contractor to self-perform the work for which the DBE contractor was engaged, or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

E-Verify

The contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

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

EXHIBIT E - FAA CONTRACT PROVISIONS

FAA
Airports

FAA Contract Provision – Professional Services

(Issued on May 24, 2023)

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor 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 Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	6.9%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

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

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is St Pete-Clearwater International Airport, Clearwater, Florida.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

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.

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the consultant and subconsultant from the bid solicitation period through the completion of the contract.

Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (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);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must

take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts 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. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant

thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) 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 moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

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

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm 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 Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISE

Bid Information Submitted as a matter of **responsiveness:**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of **responsibility:**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the St Pete-Clearwater International Airport to practice nondiscrimination based on race, color, sex, or national origin in the

award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from St Pete-Clearwater International Airport. The prime contractor agrees further to return retainage payments to each subcontractor within 30 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 St Pete-Clearwater International Airport. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –

The prime contractor must not terminate a DBE subcontractor listed in response without prior written consent of St Pete-Clearwater International Airport. This includes, but is not limited to, instances in which the prime contractor 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.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent the St Pete-Clearwater International Airport. Unless St Pete-Clearwater International Airport consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

St Pete-Clearwater International Airport may provide such written consent only if St Pete-Clearwater International Airport agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to St Pete-Clearwater International Airport its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to St Pete-Clearwater International Airport of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise St Pete-Clearwater International Airport and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why St Pete-Clearwater International Airport should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), St Pete-Clearwater International Airport may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration 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 subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Consultant and subconsultant agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

EQUAL OPPORTUNITY CLAUSE

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts 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.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

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

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

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

d. "Minority" includes:

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

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

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

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

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

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown

Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

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

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or

community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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

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

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

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

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

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

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

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

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

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

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

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

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

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

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

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

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

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

   Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

   If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

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 as 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 included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

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.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

AGREEMENT

PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW.

CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFQ TITLE: St. Pete-Clearwater International Airport - Professional Engineering Services

RFQ CONTRACT NO. 26-0041-RFQ-CCNAC

CONTINUING FIRM: Mohsen Design Group Incorporated

AGREEMENT

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AGREEMENT

SECTION 1 - INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR

ST. PETE- CLEARWATER INTERNATIONAL AIRPORT

This Agreement entered into on the Click or tap to enter a date. between Pinellas County, a political subdivision of the state of Florida, hereinafter referred to as the County, represented by its board of County commissioners, and Mohsen Design Group Incorporated, with offices in Tampa, FL, hereinafter referred to as the consultant or contractor.

WITNESSETH, that:

WHEREAS, the County St. Pete-Clearwater International Airport requires Professional Engineering services on an as needed basis, herein referred as project.

WHEREAS, the County desires the consultant provide Professional Engineering services requisite to the management needs of the County St. Pete- Clearwater International Airport, and

WHEREAS, the consultant has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

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

AGREEMENT

SECTION 2 - GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

1. **DESCRIPTION OF OVERALL REQUIRED SERVICES**

The consultant will provide professional services for St. Pete-Clearwater International Airport for a period of five (5) years, in accordance with the terms of this agreement and the scope of services set out in Exhibit B, which is attached hereto and incorporated herein.

The following Exhibits are incorporated and included in this agreement:

Exhibit A – Hourly Rate Sheet, Exhibit B – Scope of Services, Exhibit C – Insurance Requirements, Exhibit D – FDOT Grant Provisions, Exhibit E – FAA Grant Provisions.

2. **ASSIGNMENT OF WORK**

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

3. **CONSULTING RESPONSIBILITIES**

A. It is the intention of the County that the consultant is held accountable for its work, including checking and plans review, and that submittals are complete.

B. The consultant shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the consultant of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

C. The consultant represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the County. Primary liaison with the County will be through the consultant's project manager. All of the services required herein will be performed by the consultant or under the consultant's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

D. The consultant shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of a Professional Engineer registered in the state of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the consultant's Florida registered engineer.

E. The consultant shall be responsible for the preparation of a project design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall project time frames should also be prepared. These schedules must be submitted for County approval within 10 days of the initial project notice to proceed. These schedules will be used to verify consultant performance in relationship to fees claimed and to allow the County's project manager to monitor the consultant's efforts. The consultant shall be responsible for any updates to these schedules and for documenting in writing to the County any major deviations in the actual versus estimated project time frames.

F. The consultant shall respond, in writing, to all review comments made by the County, within 10 days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

4. **GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS**

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

B. **Americans with Disabilities Act (ADA) Digital Accessibility Compliance** All public-facing digital content and services produced, modified, hosted, or otherwise provided pursuant to the agreement—including but not limited to audiovisual content, documents, websites, web applications, mobile apps, software, kiosks, and other technology-based Products and Services—must comply with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, and must be in conformance with requirements defined in the following standards: The Information and Communication Technology (ICT) Standards and Guidelines; the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA; or such guidelines as may be subsequently adopted by the Department of Justice (DOJ) for compliance with the ADA. If guidelines are formally adopted by DOJ, those guidelines will be used as the standard for compliance regardless of whether they are more or less stringent than WCAG 2.1 AA. COUNTY will notify CONTRACTOR in writing if it identifies an issue that renders the product inaccessible (the "Accessibility Issue"). Within 30 days of such notice, CONTRACTOR and COUNTY will meet and agree upon an appropriate and commercially reasonable timeline for resolution of the Accessibility Issue(s) ("Initial Meeting"). Should any of the following conditions occur, it will constitute a material breach of the Agreement by CONTRACTOR and will be grounds for termination by COUNTY: 1. CONTRACTOR fails to acknowledge receipt of the notice and fails to meet within 30 days of receipt of the Notice; 2. CONTRACTOR unreasonably and solely withholds agreement regarding a timeline for resolution; or 3. CONTRACTOR fails to materially resolve the Accessibility Issue(s) within the agreed-upon timeline.

5. **KEY PERSONNEL**

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

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

B. The contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida statute 448.095. The County will verify the work authorization of the contractor and subcontractor. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, contractor, or subcontract has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida statute 448.09(1) they shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a subcontractor knowingly violated this provision, but the contractor otherwise complied with this provision, the County will notify the contractor and order that the contractor immediately terminate the contract with the subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to section 448.095(2)(d), Florida statute. Contractor acknowledges upon termination of this Agreement by the County for violation of this section by contractor, contractor may not be awarded a public contract for at least 1 year. Contractor acknowledges that contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clause set for in this section.

AGREEMENT

SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT

1. **SERVICES**

   A. The consultant shall furnish all services, equipment and manpower necessary for the work assignment in accordance with the intent of the Agreement.

   B. If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive quality control checks and reviews.

   C. If required, the consultant shall provide a file of the proposed design in autocad latest version supported by Pinellas County, complete with all objects depicted according to software requirements.

   D. The consultant shall provide the following, if requested:

      1. Support to County staff in development of a scope of services.
      2. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
      3. Quality control and constructability reviews of plans
      4. Project implementation services for design such as: infrastructure studies and investigations, project scope preparation, project design, conduct/assist in public information meetings, utility coordination, land surveying services, geotechnical services, access connection and environmental permitting services, cost estimating, railroad coordination, construction engineering and inspection.
      5. Project management support and preparation of independent cost estimates.
      6. Status meetings at a minimum of one each month.
      7. Any other miscellaneous engineering services requirement by the County as directed by County's designated director or designee who is a County employee.

   E. Design phase (services to be defined with each specific work assignment)

   F. Bidding phase (services to be defined with each specific work assignment)

   G. Other engineering services. (services to be defined with each specific work assignment)

      1. Survey work – assist the County in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a professional land surveyor (pls).
      2. Copy and reproduction support – assist the County in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
      3. Miscellaneous figures, as-built drawings, maps – prepare figures, design drawings, maps, specifications, as-builts, etc., for the County when requested. All design support shall be performed on auto-cadd, latest version.

2. **GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED**

   The consultant shall also provide miscellaneous services not otherwise described but required by the County during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the County's operations.

SECTION 4 - PERFORMANCE SCHEDULES

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

A. The work assignments to be performed by the consultant shall commence upon receipt, from the County, of a written notice to proceed from the County's director of St. Pete- Clearwater International Airport or designee who is a County employee.

B. The consultant's performance schedule for any authorized work assignments shall be established upon the County's acceptance and approval of a detailed schedule to be submitted, by the consultant, prior to each assignment.

C. Each individual work assignment issued to the consultant must have at least a 10% financial commitment to a certified Pinellas County small business enterprise subconsultant for individual work assignments valued at $50,000.00 or greater. If the prime firm is an SBE, the requirement is already satisfied.

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

The County shall provide the following for the consultant's use and guidance:

A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the County may have in its possession.

B. Sample copies of the County standard contract documents and specifications, if required.

SECTION 6 - PAYMENT SCHEDULE/INVOICING REQUIREMENTS

1. The County shall make payments to the consultant for work performed in accordance with the local government prompt payment act, F.S. Section 218.70 et. Seq.
2. Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the County may, prior to processing of the invoice for payment, require the consultant to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable, or expense items (as defined in the Compensation to the Consultant Section below) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.
3. The consultant shall provide a progress report with each invoice in a format to be provided by the County. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated project manager.
4. Supplier shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of section 218.70 et. Seq, Florida statutes, "the local government prompt payment act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

   Finance division accounts payable

   Pinellas County board of County commissioners

   P. O. Box 2438

   Clearwater, FL 33757

   Each invoice shall include, at a minimum, the supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by supplier in accordance with the County's dispute resolution process for invoiced payments, established in accordance with section 218.76, Florida statutes, and any such disputes shall be resolved in accordance with the County's dispute resolution process

SECTION 7 - COMPENSATION TO THE CONSULTANT

1. The County shall compensate the consultant for authorized work assignments using the following methods of compensation. The method of compensation shall be determined by the County based on the work assignment to be performed.

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

   B. For indeterminate work assignments, compensation shall be on an hourly rate basis, compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this Agreement and incorporated herein as exhibit a.

2. The upset limit for all compensation to be paid under the maximum Five (5) year term of this Agreement is an amount not to exceed $1,500,000.00. Total payments to the consultant may not exceed this amount without board of County commissioners or County administrator's approval to raise this upset limit.
3. In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the consultant shall be as established by the County based on the County's determination of the percentage of work effort completed to date of termination.

SECTION 8 - WORK ASSIGNMENT

1. The County and the consultant shall mutually agree on scope of services based on individual work assignment as needed throughout the Agreement term, thus work assignment authorization by an approved purchase order.
2. The consultant shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignment unless such services and compensation, therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the board of County commissioners' purchasing department.

SECTION 9 - ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

1. The consultant shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the County. In the event of a corporate acquisition and/or merger, the consultant shall provide written notice to the County within 30 business days of consultant's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.
2. The County reserves the right to review the qualifications of any and all subconsultants, and to reject any subconsultant in a proper and timely manner, deemed not qualified. The consultant may propose an alternate and/or additional subconsultant, other than the subconsultant(s) provided in the Agreement, however, the consultant: 1) shall provide a written explanation to the purchasing department and the responsible County department director or authorized designee for the alternate and/or additional subconsultant prior to the engagement; and 2) must receive written approval from the responsible County department director or authorized designee prior to the engagement.

   Alternate and/or additional subconsultants shall have labor/equipment rates and labor categories consistent with those presented in the Agreement and shall not cause an increase to the original contract award amount. If the labor/equipment rates and labor categories offered by the alternate and/or additional subconsultant are not contained in the Agreement, the consultant must verify in writing to the purchasing department and the responsible County department director or authorized designee that the rates for the services and equipment provided are fair and reasonable and shall not cause an increase to the original contract award amount.

SECTION 10 - SATISFACTORY PERFORMANCE

All services to be provided by the consultant under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the County's designated departmental director or designed.

SECTION 11 - RESOLUTION OF DISAGREEMENTS

1. The County shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.
2. The decision of the County upon all claims, questions, disputes and conflicts shall be final and conclusive and shall be binding upon all parties to this Agreement, subject to judicial review.

SECTION 12 - CONSULTANTS ACCOUNTING RECORDS

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

2. The consultant's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the County's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the consultant or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The County shall not audit payroll and expense records on work assignments paid by lump sum fee.
3. The County reserves the privilege of auditing a vendor's records as such records relate to purchases between the County and said vendor. Such audit privilege is provided for within the text of the Pinellas County code 2-176(j). Records should be maintained for 5 years from the date of final payment.
4. The County's agent or authorized representative shall have access to the consultant's facilities and all necessary records in order to conduct audits in compliance with this section. The County's agent or authorized representative shall give the consultant reasonable advance notice of intended inspections, examinations, and/or audits.

SECTION 13 - OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement,

1. Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the consultant shall be delivered by the consultant to the County at the conclusion of the project or the termination of the consultant's services.
2. The consultant at its own expense may retain copies for its files and internal use.

SECTION 14 - INSURANCE COVERAGE

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

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

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

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

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

SECTION 17 - PROHIBITION AGAINST CONTINGENT FEE

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

AGREEMENT

SECTION 18 - TRUTH IN NEGOTIATIONS

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

SECTION 19 - SUCCESSORS AND ASSIGNS

The consultant shall not assign, sublet, or transfer his interest in this Agreement without the written consent of the County.

SECTION 20 - INDEMNIFICATION

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

SECTION 21 - INTEREST ON JUDGMENTS

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

SECTION 22 - TERMINATION OF AGREEMENT

1. Pinellas County reserves the right to terminate this contract without cause by giving 30 days prior notice to the consultant in writing of the intention to terminate or with cause if at any time the consultant fails to fulfill or abide by any of the terms or conditions specified.
2. Failure of the consultant to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.
3. In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.
4. In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23 - AGREEMENT TERM

1. This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the first five (5) year term however, the County reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa bay metropolitan statistical area. Travel outside of the Tampa bay metropolitan statistical area will be reimbursed in accordance with section 112.061 F.S. And/or the County travel policy, as approved by the County.

AGREEMENT

SECTION 24 - CONFLICT OF INTEREST

1. By accepting award of this contract, the consultant, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the consultant's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or consultants who will be eligible to supply material and equipment for the project for which the consultant is furnishing its services required hereunder.
2. If, in the sole discretion of the County administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County administrator or designee may cancel this contract, effective upon the date so stated in the written notice of cancellation, without penalty to the County.

SECTION 25 - EXTENT OF AGREEMENT

This Agreement represents, together with the RFP, addenda, the proposer's response, any exhibits, the entire written Agreement between the County and the consultant and may be amended only by written instrument signed by both the County and the consultant.

SECTION 26 - PUBLIC ENTITY CRIMES

Consultant is directed to the Florida Public Entity Crime act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding scrutinized companies, and consultant agrees that its bid and, if awarded, its performance of the Agreement will comply with all applicable laws including those referenced herein. Consultant represents and certifies that consultant is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Consultant agrees that any contract awarded to consultant will be subject to termination by the County if consultant fails to comply or to maintain such compliance.

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

SECTION 27 - PUBLIC RECORDS

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

CONTRACTOR'S DUTY

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners
Purchasing Division
400 S. Ft. Harrison Ave, 6th Floor,
Clearwater, FL 33756
Public Records Liaison
Phone : 727-464-5139
Email : wharvey@pinellas.gov

AGREEMENT

SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION

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

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

PINELLAS COUNTY, FLORIDA, a Political subdivision of the State of Florida, by and through its Board Of County Commissioners

Dave Eggers

Chairman

Date: June 16, 2026.

ATTEST: Ken Burke, Clerk of the Circuit Court

Deputy Clerk

Date: June 16, 2026.

CONSULTANT: **Mohsen Design Group Incorporated**

Authorized Signature

Mohsen Mohammadi, Ph.D., P.E.

Printed Authorized Signature

Principal

Title Authorized Signature

APPROVED AS TO FORM
By: *Miles Belknap*
Office of the County Attorney

MDG MOHSEN DESIGN GROUP
2202 N. Westshore Blvd., Suite 200
Tampa, Florida 33607

April 13, 2026

Mohsen Design Group Incorporated Fully Burdened Hourly Rates

St. Pete-Clearwater International Airport - Professional Engineering Services Contract No. 26-0041-RFQ-CCNAC

Mohsen Design Group

CADD/Computer Technician	126
CEI Assist Proj Admin/Project Engineer	136
Designer	173
Engineer 2	212
Inspector	90
Planner	152
Principal Engineer	321
Project Manager 3	251
Senior Designer	175
Senior Inspector	127
Senior Planner	251

Alicia Vanderpool
Principal

AtkinsRéalis

Alicia Vanderpool
MGD, Inc
2202 N. Westshore Blvd., Suite 200
Tampa, Florida 33607

Dear Alicia,

13 April 2026

AtkinsRéalis is pleased to be part of the MDG team for the St. Pete-Clearwater International Airport (PIE) General Consultant Services. Please see table 1 below for the final negotiated rates that Pinellas County has approved for AtkinsRéalis' subcontract. Our assumptions and exclusions for our rates are as follows:

1) Rates are fully loaded blended rates per FDOT's classification schedule and fixed for the duration of the contract with no annual escalation as stipulated by Pinellas County.

2) FDOT CY24 indirect rates were used in Pinellas County, Florida.

3) Expenses will be included in task order fee estimates.

FDOT Classification	Burdened Rate (2026-2030)
Architect	$ 225.82
CADD/Computer Technician	$ 126.00
Chief Designer	$ 238.00
Chief Engineer 1	$ 299.12
Chief Engineer 2	$ 320.71
Chief Landscape Architect	$ 267.74
Chief Planner	$ 286.13
Chief Scientist	$ 265.12
Chief Utility Coordinator	$ 252.00

AtkinsRéalis
4030 West Boy Scout Boulevard
Suite 600 & 700
Tampa, FL 33607
Tel: +1 813 282 7275/+1 800 477 7275
Fax: +1 813 282 9767

thomas.roda@atkinsrealis.com

AtkinsRealis USA Inc.
Registered office: 4030 West Boy Scout Boulevard, Suite 700, Tampa FL 33607, United States

FDOT Classification	Burdened Rate (2026-2030)
Community Outreach Specialist	$ 134.00
Community Outreach Specialist - Junior	$ 101.00
Community Outreach Specialist - Senior	$ 208.00
Design Intern	$ 81.00
Designer	$ 166.42
Electrical Engineer	$ 217.00
Engineer 1	$ 164.51
Engineer 2	$ 199.55
Engineering Intern	$ 100.19
Engineering Technician	$ 121.00
Environmental Specialist	$ 132.00
GIS Specialist	$ 167.00
Graphic Designer	$ 149.00
Inspector	$ 90.00
Land Planner	$ 216.52
Landscape Architect	$ 169.00
Landscape Architect Intern	$ 114.00
Landscape Designer/Landscape Planner	$ 142.00
Mechanical Engineer	$ 170.00
Planner	$ 152.00
Principal Engineer	$ 362.74
Project Architect	$ 187.51
Project Landscape Architect	$ 160.11
Project Manager 1	$ 198.27
Project Manager 2	$ 257.81
Project Manager 3	$ 334.62
Project Planner	$ 138.40
Scientist	$ 113.00
Secretary/Clerical	$ 116.62
Senior Accountant	$ 135.00
Senior Architect	$ 269.11
Senior Designer	$ 195.00
Senior Electrical Engineer	$ 256.00
Senior Engineer 1	$ 237.99

FDOT Classification	Burdened Rate (2026-2030)
Senior Engineer 2	$ 270.17
Senior Engineering Technician	$ 137.18
Senior Environmental Specialist	$ 234.00
Senior Landscape Architect	$ 212.83
Senior Mechanical Engineer	$ 256.00
Senior Planner	$ 236.10
Senior Scientist	$ 183.00
Senior Utility Coordinator	$ 223.86
Technician Aid	$ 82.07
Transportation Data Technician	$ 102.00
Utility Coordinator	$ 150.00

We look forward to working with you. Please don't hesitate to reach out if anything else is needed.

Yours sincerely



Thomas E. Roda, PE

Vice President, Aviation Services

VOLT AIR

20th Anniversary

VoltAir Consulting Engineers, Inc.

Billing Rates

Position Description	Hourly Bill Rate
CADD/Computer Technician	$ 126.00
Designer	$ 162.30
Engineer I	$ 186.54
Engineer II	$ 200.55
Principal Engineer	$ 353.58
Project Manager 1	$ 246.00
Secretary/Clerical	$ 115.93
Senior Designer	$ 195.00
Senior Engineer I	$ 226.06

April.29, 2026

CERTIFIED PAYROLL

COMPANY NAME: TERRACON CONSULTANTS, INC.

The listed rates below are the actual hourly rates, effective as of February 5, 2026, and paid to the following individuals. Please note that for exempt employees, the hourly rate is derived from the bi-weekly rate (annual salary divided by 26 pay periods) divided by 80 work hours for that bi-weekly period.

FDOT Classification	Fully Burdened Rate
Engineering Technician	$75.72
Environmental Specialist	$132.00
Inspector	$90.00
MAT Engineering Technician	$76.17
MAT Project Manager	$102.03
MAT Senior Inspector	$128.00
Project Manager 1	$139.77
Scientist	$113.00
Senior Engineer 1	$251.89
Senior Engineering Technician	$77.23
Senior Environmental Specialist	$172.84
Senior Inspector	$107.91
Senior Scientist	$177.20

I, Bryce Young certify that the above actual hourly rates are correct and other factual unit costs supporting the compensation contained within the submitted fee proposal are accurate, complete and current.

Bryce Young

Bryce Young, Sr. Government Audit and Contract Analyst **3/23/26**
Date

GEORGE F YOUNG
an SSR company

727.822.4317 info@georgefyoung.com www.georgefyoung.com

April 14, 2026

Alicia Vanderpool
Mohsen Design Group
2202 N Westshore Blvd, Suite 200
Tampa, FL 33607

Dear Ms Vanderpool,

Please see the attached rate sheet approved for use for Pinellas County projects at St Petersburg-Clearwater International Airport (PIE). Feel free to reach out if there are any questions or concerns.

With regards,

Michael J Curley, PSM
Vice President Transportation Surveying

	GFY
Chief Utility Coordinator	$ 252.00
GIS Specialist	$ 167.00
SUR Chief Surveyor	$ 276.00
SUR Crew Chief	$ 121.00
SUR Field Crew Supervisor 1	$ 179.00
SUR Instrument Operator	$ 94.00
SUR Party Chief	$ 105.00
SUR Rod Person	$ 73.00
SUR Secretary/Clerical	$ 114.00
SUR Senior Surveyor 1	$ 271.00
SUR Senior Surveyor 2	$ 276.00
SUR SUE Technician 1	$ 73.00
SUR SUE Technician 2	$ 98.00
SUR SUE Technician 3	$ 123.00
SUR Survey Project Manager 1	$ 195.00
SUR Survey Project Manager 2	$ 230.00
SUR Survey Project Manager 3	$ 245.00
SUR Survey/GIS/SUE Analyst 1	$ 99.00
SUR Survey/GIS/SUE Analyst 3	$ 146.00
Utility Coordinator	$ 150.00

GEORGE F YOUNG
an SSR company

SIGHTLINE
Higher Standards.
20 Rock Pointe Ln Suite 204 Warrenton, VA 20186
(540) 212-4544 www.sightline.us

To whom it may concern,

The following roles and respective rates are fully burdened hourly labor rates for the professional services described in the contract.

Labor Category	Rate
Project Principal	$306.00
Sr. Project Manager	$244.75
Sr. Technician	$168.25

Company Name: Sightline, Inc.

Authorized Signature: Michael W Speidel

Date: April 13 2026

Printed Name & Title: Michael Speidel, President

Leibowitz&Horton
Airport Management Consultants Incorporated

31 Blue Heron Drive
Greenwood Village, Colorado 80121
(303) 773-6761 • Fax (303) 773-6709

ST. PETE-CLEARWATER INTERNATIONAL AIRPORT (PIE)

SCHEDULE OF HOURLY RATES
PROFESSIONAL ENGINEERING SERVICES
CONTRACT NO. 26-0041-RFQ-CCNAC

FDOT Classification	Rate per Hour (fully loaded)
CPA	$387

Respectfully submitted,

Lynn Leibowitz
President

EXHIBIT B – SCOPE OF WORK

A. OBJECTIVE:

The Board of County Commissioners is seeking qualified firms to provide architectural and engineering services for various projects at the St. Pete-Clearwater International Airport that meets the criteria of the CCNA or as specifically identified in this RFQ.

B. BACKGROUND:

This request is to obtain a group of consultants to provide professional services for a period of five (5) years with a maximum contract amount of $1,500,000 (per selected consultant) over the term of this Agreement for St. Pete-Clearwater International Airport, under the Consultants Competitive Negotiation Act (CCNA)

C. SCOPE OF WORK:

The St. Pete-Clearwater International Airport uses firms that provide architectural and engineering services for miscellaneous projects under the Consultants Competitive Negotiation Act (CCNA). Each contract has been for a term of five (5) years.

These services are needed for planning and miscellaneous studies, professional engineering and architectural services related to a variety of horizontal and vertical projects, located within terminal building, or the landside and airside areas. Funding for these projects typically use grants from the FAA/FDOT, and/or local funds or PFCs.

There will be three (3) FAA funded projects included in this RFQ where the selected consultants will be individually identified for tasks associated with these projects. The anticipated tasks will likely involve surveying, geotechnical investigations, design, bidding, construction administration, construction management, Resident Project Representative (RPR) services, and quality assurance testing. These projects are expected to be procured within the five (5) year term of this contract but are not guaranteed.

These three (3) projects are:

Projects 1 and 2 - Taxiway "A" Pavement Rehabilitation (Phase 1 and 2)

The project involves the pavement rehabilitation of Taxiway "A" from Runway 18 to Runway 4-22. Included in this project will be taxiways "A1" thru "A7".

The existing bituminous pavement system is distressed, and the design firm will need to analyze the pavement to determine the appropriate rehabilitation or reconstruction measures needed. Airfield edge lights, signage, and pavement marking will be included in this project.

It is expected this project will be designed and constructed in two phases. Services to be provided will be design/bidding/construction administration services, and construction management services.

Project 3 - Terminal Apron Rehabilitation

The project involves the pavement rehabilitation of the terminal apron, specifically aircraft parking locations 3, 4, and 5.

The PCC pavement is seriously distressed and will need to be replaced.

It is expected this project will be designed and constructed in one phase. Services to be provided will be design/bidding/construction administration services, and construction management services.

D. ATTACHMENTS:

1. Attachment A: Small Business Enterprise (SBE) Status Form
2. Appendix 1: E-Verify Affidavit
3. Attachment B: FAA Grant Provisions
4. Attachment C: FDOT Grant Provisions

EXHIBIT C - INSURANCE REQUIREMENTS

1. INSURANCE

The Consultant must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Consultant shall obtain and maintain, and require any sub-Consultants to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Consultant shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

A. Submittals should include the Consultant's current Certificate(s) of Insurance. If Consultant does not currently meet insurance requirements, Consultant shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Consultant for award, the selected Consultant shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

B. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Consultant of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellas.gov and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Consultant or their agent prior to the expiration date.

1) The Consultant shall also notify the County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellas.gov. Nothing contained herein shall absolve Consultant of this requirement to provide notice.

2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

C. If subcontracting is allowed under this RFP, the Primary Consultant shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-consultants to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than $500,000 for Workers' Compensation/Employers' Liability, and $1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Consultant and its subcontractor shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall;

1) Require each subcontractor to be bound to the Consultant to the same extent the Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor;

2) Provide for the assignment of the subcontracts from the Consultant to the County at the election of Owner upon termination of the Contract;

3) Provide that County will be an additional indemnified party of the subcontract;

4) Provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability;

5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below;

6) Assign all warranties directly to the County;

7) Identify the County as an intended third-party beneficiary of the subcontract. The Consultant shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

D. Each insurance policy and/or certificate shall include the following terms and/or conditions:

1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Consultant.

3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

4) All policies shall be written on a primary, non-contributory basis.

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

1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	$500,000
Per Employee Disease	$500,000
Policy Limit Disease	$500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	$1,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal Injury and Advertising Injury	$1,000,000
General Aggregate	$2,000,000

3) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1) and (2) above.

Limits

Each Occurrence	$ 1,000,000
General Aggregate	$ 1,000,000

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

Limits

Each Occurrence or Claim	$2,000,000
General Aggregate	$2,000,000

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

5) **Pollution Legal/Environmental Legal Liability Insurance** for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;

b. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

c. Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	$ 1,000,000
General Aggregate	$ 1,000,000

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

6) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT D - FDOT GRANT PROVISIONS

Florida Department of Transportation Funding

This project is being funded in part by a Grant from the Florida Department of Transportation (FDOT). The contractor must abide by the following contract provisions:

Equal Employment Opportunity: In connection with the carrying out of this Project, the contractor shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall insert the foregoing provision modified only to show the particular contractual relationship in all its subcontracts in connection with the development or operation of the Project, except subcontracts for the standard commercial supplies or raw materials, and shall require all such subcontractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Contractor shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

Title VI - Civil Rights Act of 1964: The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et. seq), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Contractor pursuant thereto.

Title VIII - Civil Rights Act of 1968: The Contractor will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, (42 USC 3601, et seq.,) which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex and age.

Americans with Disabilities Act of 1990 (ADA): The Contractor will comply with all the requirements imposed by the ADA (42 USC 12012. et. Seq.) the regulations of the federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

Disadvantaged Business Enterprise (DBE) Policy and Obligation:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the St. Pete-Clearwater International Airport, to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders, including those who qualify as a DBE.

A DBE contract goal of 6.81 percent (6.81%) has been established for this contract.

The bidder shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The bidder will be required to submit the following information:
(1) The names and addresses of DBE firms that will participate in the contract;
(2) A description of the work that each DBE firm will perform;
(3) The dollar amount of the participation of each DBE firm participating;

(4) Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
(5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and
(6) If the contract goal is not met, evidence of good faith efforts.

St. Pete-Clearwater International Airport (hereafter 'the Airport') shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The Airport shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The Airport's DBE Program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Airport of its failure to carry out its approved program, the Department may impose sanction as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

This language will also appear in financial assistance agreements with sub-recipients, if any.

The St. Pete-Clearwater International Airport will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor). The following language is to be used verbatim as stated in §26.13(b):

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

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or Disqualifying the contractor from future bidding as non-responsible."

Prompt Payment

The Airport requires that all subcontractors performing work on USDOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.

In accordance with 49 CFR §26.29, the Airport has established, as part of its DBE Program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than thirty (30) days from receipt of each payment made to the prime contractor by the Airport.

The Airport ensures prompt and full payment of retainage from the prime contractor to the subcontractor within *30* days after the subcontractor's work is satisfactorily completed. Pursuant to §26.29, the Airport has selected the following method to comply with this requirement:

The Airport will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the Airport's payment to the prime contractor.

To implement this measure the Airport will include the following clause from the FAA Advisory Circular 150-5370-10H in each DOT-assisted prime contract.

a. From the total of the amount determined to be payable on a partial payment, 5% percent of such total amount will be deducted and retained by the Airport for protection of the Airport's interests. Unless otherwise instructed by the Airport, the amount retained by the Airport will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Airport in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Airport for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Airport evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Airport. When the Airport has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Airport's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Airport may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

<u>Prompt Payment Monitoring for DBEs and Non-DBEs</u>
The Airport clearly understands and acknowledges that reliance on complaints or notifications from subcontractors about a contractor's failure to comply with prompt payment and retainage requirements is not a sufficient monitoring and oversight mechanism. Therefore, the Airport undertakes proactive monitoring and oversight of prime contractors' compliance with subcontractor prompt payment and return of retainage requirements of 49 CFR Part 26. Such monitoring activities will be accomplished through the following method(s):

1. *Requiring prime contractors to notify the Airport via email, to the DBELO, the name of the subcontractor, the amount paid, the date paid, and the check number. This must be done after each pay application has been paid by the Airport.*
2. *Use of an automated system (B2G Now) that requires real time entry of payments to, and receipts by, prime contractors and subcontractors and regularly monitors that system.*

The Airport proactively reviews contract payments to subcontractors including DBEs at least once a month, utilizing the #1 method above. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to the Airport by the prime contractor.

The Airport requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the Airport's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the Airport or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

Prompt Payment Dispute Resolution

The Airport will take the following steps to resolve disputes as to whether work has been satisfactorily completed for purposes of §26.29.

A meeting will be scheduled with the prime, sub, DBELO and other appropriate Airport representative(s) such as the Airport Engineer. Any meeting for the purpose of dispute resolution will include Airport representative(s) authorized to bind each interested party, including Airport representative(s) with authority to take enforcement action.

The Airport has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

If the Prime contractor has not paid subcontractors in accordance with §26.29 the Airport will not reimburse the prime contractor for work performed by subcontractors until the prime is in compliance with §26.29.

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

- If affected subcontractor is not comfortable contacting the prime directly regarding payment or unable to resolve payment discrepancies with prime, subcontractor should contact the Airport's DBELO to initiate complaint.

- If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by the Airport to resolve prompt payment disputes, affected subcontractor may contact the FAA Office of Civil Rights.
- Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

The Airport will provide appropriate means to enforce the requirements of §26.29. These means may include:

- *In accordance with the contract, assessing liquidated damages against the prime contractor for each day beyond the required time period the prime contractor fails to pay the subcontractor.*
- *Advise subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract.*
- *Pay subcontractors directly and deduct this amount from the retainage owed to the prime.*
- *Issue a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met.*

The Airport will actively implement the enforcement actions detailed above.

Monitoring Contracts and Work Sites

The Airport reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (*e.g.*, as the result of modification to the contract) is performed by the DBEs to which the work was committed. Work site monitoring is performed by the resident project representative who is tasked with this work. Contracting records are reviewed by the DBELO. The Airport will maintain written certification from the resident project representative that contracting records have been reviewed and work sites have been monitored for this purpose.

Good Faith Efforts when a DBE is replaced on a contract

The Airport requires that prime contractors not terminate a DBE subcontractor listed on a bid/contract with a DBE contract goal without the Airport's prior written consent. Prior written consent will only be provided where there is "good cause" for termination of the DBE firm, as established by Section 26.53(f)(3) of the DBE regulation.

Before transmitting to the Airport its request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to the Airport prior to consideration of the request to terminate. The DBE will then have five (5) days to respond and advise the Airport of why it objects to the proposed termination.

In those instances where "good cause" exists to terminate a DBE's contract, the Airport will require the prime contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The Airport will require the prime contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation. Good cause does not exist if the prime contractor seeks to terminate a DBE or any portion of its work that is relied upon to obtain the contract so that the prime contractor to self-perform the work for which the DBE contractor was engaged, or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

E-Verify

The contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

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

EXHIBIT E - FAA CONTRACT PROVISIONS

FAA
Airports

FAA Contract Provision – Professional Services

(Issued on May 24, 2023)

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor 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 Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	6.9%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

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

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is St Pete-Clearwater International Airport, Clearwater, Florida.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

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.

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the consultant and subconsultant from the bid solicitation period through the completion of the contract.

Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (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);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must

take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts 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. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant

thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) 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 moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

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

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm 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 Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISE

Bid Information Submitted as a matter of **responsiveness**:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of **responsibility**:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the St Pete-Clearwater International Airport to practice nondiscrimination based on race, color, sex, or national origin in the

award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from St Pete-Clearwater International Airport. The prime contractor agrees further to return retainage payments to each subcontractor within 30 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 St Pete-Clearwater International Airport. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –

The prime contractor must not terminate a DBE subcontractor listed in response without prior written consent of St Pete-Clearwater International Airport. This includes, but is not limited to, instances in which the prime contractor 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.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent the St Pete-Clearwater International Airport. Unless St Pete-Clearwater International Airport consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

St Pete-Clearwater International Airport may provide such written consent only if St Pete-Clearwater International Airport agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to St Pete-Clearwater International Airport its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to St Pete-Clearwater International Airport of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise St Pete-Clearwater International Airport and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why St Pete-Clearwater International Airport should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), St Pete-Clearwater International Airport may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration 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 subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Consultant and subconsultant agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

EQUAL OPPORTUNITY CLAUSE

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts 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.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

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

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

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

   d. "Minority" includes:

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

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

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

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

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

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown

Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

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

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or

community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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

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

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

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

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

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

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

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

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

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

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

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

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

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

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

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

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

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

   Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

   If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

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 as 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 included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

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.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.