

**WORK ASSIGNMENT NO. 401-2016-28 PURSUANT TO  
THE JULY 13, 2010 AGREEMENT BETWEEN THE  
CITY OF VENICE, FLORIDA AND  
AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.**

WHEREAS, on **July 13, 2010** the parties entered into an Agreement whereby American Infrastructure Development, Inc. (the “**CONSULTANT**”) would perform professional services for the City of Venice, Florida (“**OWNER**”) pursuant to an executed Work Assignment; and

WHEREAS, on May 6, 2013 the parties entered into a Renewal of the July 13, 2010 Agreement whereby the **CONSULTANT** would continue to perform professional services for the **OWNER** through July 13, 2015 pursuant to the terms of the July 13, 2010 Agreement between the parties; and

WHEREAS, on June 3, 2015 the parties entered into a Contract Extension of the July 13, 2010 Agreement whereby the **CONSULTANT** would continue to perform professional services for the **OWNER** through July 13, 2016.

WHEREAS, the **OWNER** wishes to authorize the **CONSULTANT** to perform professional services concerning **T-Hangar Building No. 3 Construction** as more particularly described in the Scope of Services contained herein; and

WHEREAS, the **CONSULTANT** wishes to perform such professional services.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the **July 13, 2010** Agreement and in this Work Assignment, the parties agree as follows:

1. General description of the project – The **OWNER** intends to design, permit and provide construction administration services for a new 14-unit T-hangar facility known as Building No. 3. Facility includes stormwater modifications, taxilane access and the new building.
2. Scope of services to be performed – The **CONSULTANT** will provide services, as described in Exhibit A, Scope of Work.
3. Compensation to be paid – For the **Design and Bidding Phase Services**, The **CONSULTANT** will be paid a Lump Sum amount of one hundred thirty thousand, five hundred two dollars (**\$130,502.00**) as indicated in Exhibit B. For the **Construction Phase Services**, the **CONSULTANT** will be paid a Not to Exceed amount of fifty thousand, four dollars (**\$50,004.00**). The **total Not to Exceed amount** for this work assignment is one hundred eighty thousand, five hundred six dollars (**\$180,506.00**).

4. Time for completion – The CONSULTANT will complete the work under this Work Assignment within **two hundred and thirty (230) calendar days** as prescribed in Exhibit A. Upon award of a successful bidder The CONSULTANT will be given a separate Notice to Proceed for CA services which The CONSULTANT will complete within **one hundred and fifty (150) calendar days** as described in Exhibit A.
5. Any special conditions –Additional meetings or services required beyond those identified in the scope of work will require an amendment to this Work Assignment.
6. The parties acknowledge that due to federal funding for this contract, all Provisions included in Exhibit G shall apply to this Work Assignment.

Note: All references in this document to “bidder”, “offeror”, “contractor” shall apply to the CONSULTANT, and all references referring to “sponsor” shall apply to the OWNER.

7. The parties acknowledge that issuance of a Notice to Proceed is contingent upon the OWNER’s receipt of grants from the Florida Department of Transportation pertaining to the work described herein.
8. The terms and conditions of the July 13, 2010, Agreement shall remain in full force and effect until the completion of this Work Assignment

**IN WITNESS WHEREOF**, the parties have executed this work assignment on the \_\_\_\_ day of \_\_\_\_, 2016.

**AMERICAN INFRASTRUCTURE  
DEVELOPMENT, INC.**

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

**CITY OF VENICE, FLORIDA**

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

**Mayor**

**ATTEST:**

\_\_\_\_\_

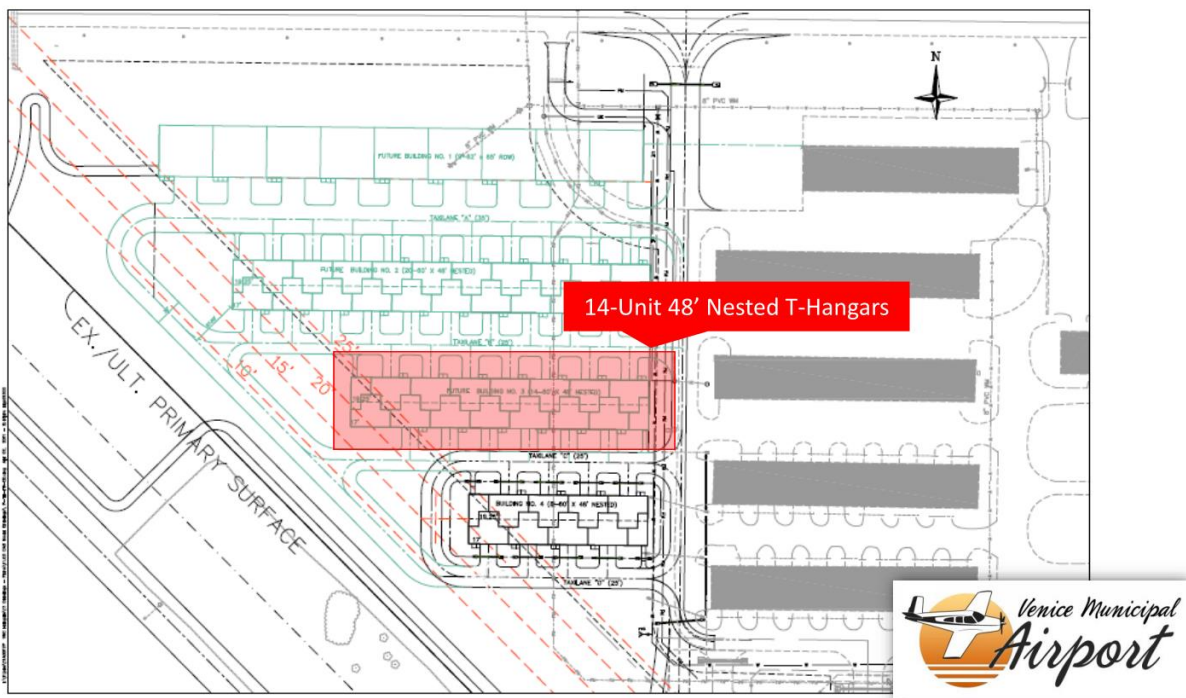
**City Clerk**

**WORK ASSIGNMENT NO. 401-216-28**

**T-HANGAR BUILDING NO. 3 CONSTRUCTION  
VENICE MUNICIPAL AIRPORT**

**Scope of Services**

The OWNER intends to design and permit the construction of a new 14-unit T-Hangar facility known as Building No. 3. The new T-hangars will include 48-ft nested units and will require stormwater and site modifications to accommodate the new facility.



**Figure 1 – Building No. 3**

**General Information**

The CONSULTANT will provide construction documents to modify the existing stormwater facilities to accommodate and treat the new construction, and construct new G-I taxilanes to access Building No. 3. For the building portion, CONSULTANT will provide architectural and structural performance specifications through AID's subconsultant, Hibner + Levine and Associates (H+L), for the T-Hangar building and foundation, and provide electrical design for the building units through one of H+L's subconsultants.

## EXHIBIT A SCOPE OF SERVICES

Fire protection (sprinklers) is not anticipated for this design and has not been included in the scope of services. Fire extinguishers and smoke detectors will be designed in accordance with the Florida Building Code. Additionally, H&L will design a fire alarm system with heat and smoke detectors, horn, strobe, and a fire control enunciator panel. The design will also include an underground cable connection to the Airport's existing fire alarm system.

Topographic survey will be obtained for the site and incorporated to as-built information from recent projects. Subsurface Utility Engineering (SUE) will also be utilized on this project to locate the existing force main, water and power feeds that exist in the vicinity of the site. Topographic and SUE survey will be provided by Cardno Limited.

Additional topographic survey data of the entire T-Hangar Infield area will be collected so that a comprehensive drainage plan can be provided as part of the design documents. Since the location of the T-Hangars is on top of an existing stormwater pond, it will need to be relocated and other drainage facilities in the infield will need to be reconfigured to accommodate this project as well as the ultimate buildout of the site.

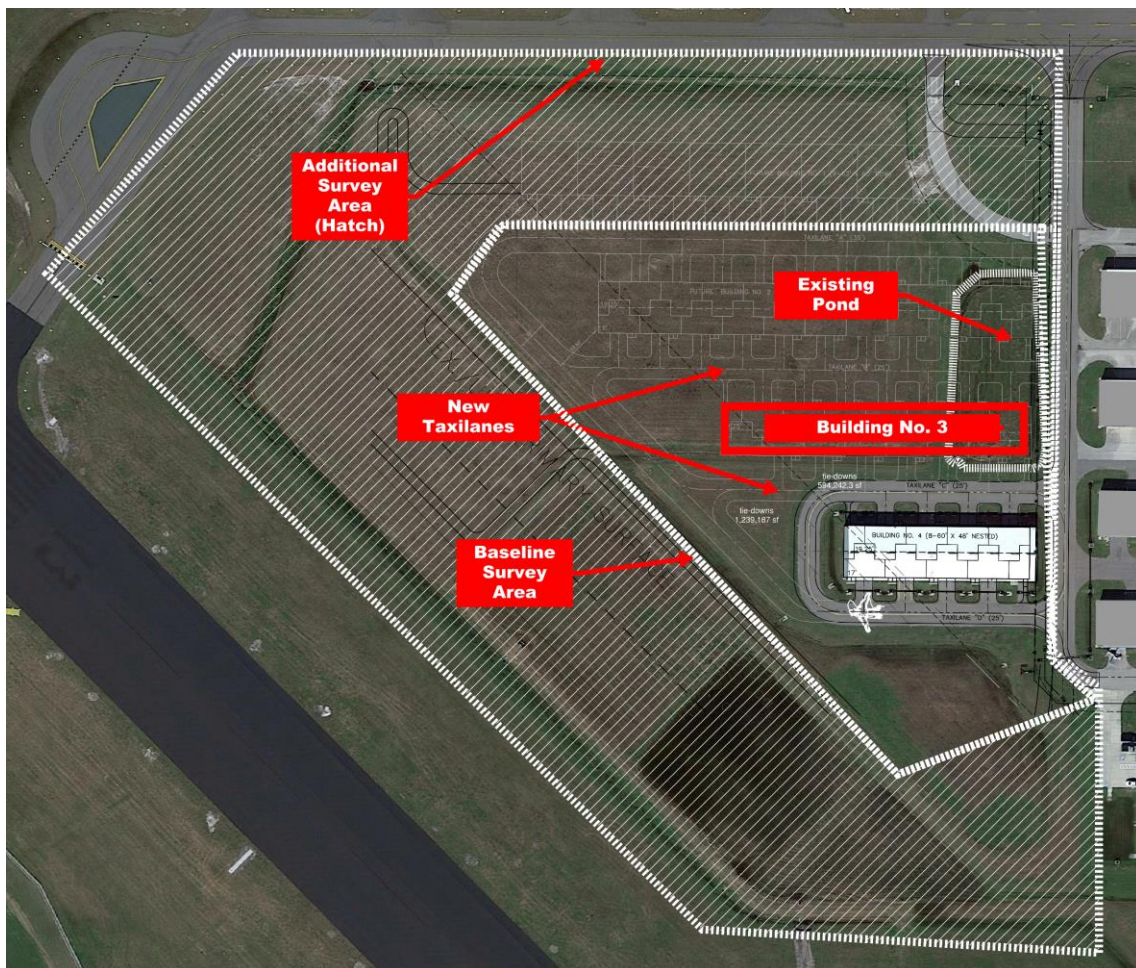


Figure 2 – Topographic Survey Areas

## EXHIBIT A SCOPE OF SERVICES

Geotechnical Services will be provided by Terracon, Inc. to obtain three soil borings under the footprint of the building and to make a recommendation for the building slab and pavement design.

### **Design Criteria**

This project will be designed according to the following technical design criteria:

1. FAA Advisory Circular AC 150/5300-13A – Change 1, “Airport Design”
2. FAA AC 150/5300-13A, “Airport Design”
3. FAA AC 150/5370-10F, “Standards for Specifying Construction of Airports”
4. FAA AC 150/5370-2F, “Operational Safety on Airports During Construction”
5. FAA AC 150/5320-5D, “Surface Drainage Design”
6. NFPA 409, “Standard on Aircraft Hangars”
7. Florida Building Code, 2010 - 5<sup>th</sup> Edition

Construction drawings will be prepared in AutoCAD 2014 format and delivered electronically by PDF.

### **General Scope**

The Consultant will provide the following general services for this project:

1. Management of the project from program verification to the bid opening and award of the contract
2. Coordination with survey, SUE and geotechnical Subconsultants
3. Coordination with the OWNER and the FDOT
4. Preparation of minutes of meetings
5. Program verification and site investigations
6. Drainage design and permitting to remove existing pond beneath t-hangar footprint and re-configure drainage system in the vicinity of the t-hangars to optimize drainage facilities and make best use of taxiway and roadway access to new buildings.
7. Design and preparation of the construction and OWNER provided front-end contract documents
8. Preparation of the Engineer’s Report and construction cost estimates
9. Bidding and award assistance

### **Specific Scope**

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

## EXHIBIT A SCOPE OF SERVICES



### **Basic Services**

Phase 1 – Program Verification: The Consultant will perform the following tasks under this phase:

1. Validate the site selection
2. Meet and coordinate with the survey, architectural and geotechnical subconsultants.
3. Coordinate and attend a Pre-Design meeting with the OWNER and tenants on project challenges such as design alternatives, project phasing, construction staging, budget, and schedule.
4. Prepare a preliminary construction schedule taking into account weather and air traffic conditions.
5. Identify any additional information that may be required from field investigations or other agencies.

### Phase 2 – Design Development (30%)

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

1. Complete Preliminary pavement and foundation design
2. Prepare 30% drawings
3. Update the construction cost estimate
4. Update the construction schedule
5. Prepare Preliminary Engineer's Report
6. Prepare an outline of technical specifications

Deliverables: The Consultant will submit PDF and two (2) 11"X17" printed copies of 30% drawings and a Preliminary Engineer's Report to the OWNER for review. Upon receipt of review comments from the OWNER, the Consultant will proceed with the 60% level contract documents.

### Phase 3A – Contract Documents (60%)

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

1. Finalize the pavement and foundation design

**EXHIBIT A**  
**SCOPE OF SERVICES**

2. Prepare 60% level drawings, which will include:
  - a. Cover Sheet
  - b. Project Site/Layout Plan
  - c. Project Survey Control Plan
  - d. Geotechnical/Boring Location Plan
  - e. Project Safety Plan
  - f. General/Safety Notes Plan
  - g. Project Key Sheet
  - h. Typical Sections
  - i. Staking and Demolition Plans
  - j. Paving, Grading, and Drainage Plans
  - k. Architectural Floor Plans
  - l. Architectural Building Elevations
  - m. Foundation Plan
  - n. Architectural Details
  - o. Electrical floor plans
  - p. Electrical details
3. Review and revise construction cost estimate
4. Review and revise construction schedule
5. Update the Engineer's Report
6. Prepare Local Front-End documents
7. Prepare Draft Technical Specifications

Deliverables: The Consultant will submit PDF and two (2) 11"X17" printed copies of 60% drawings and a Draft Engineer's Report to the OWNER for review.

Phase 3B – Contract Documents (90%)

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

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

- a. Cover Sheet
- b. Project Site/Layout Plan
- c. Project Survey Control Plan
- d. Geotechnical/Boring Location Plan

## EXHIBIT A SCOPE OF SERVICES

- e. Project Safety Plan
- f. General/Safety Notes Plan
- g. Project Key Sheet
- h. Typical Sections
- i. Staking and Demolition Plans
- j. Paving, Grading and Drainage Plans
- k. Drainage Details
- l. Architectural Floor Plans
- m. Architectural Building Elevations
- n. Foundation Plan
- o. Architectural Details
- p. Electrical floor plans
- q. Electrical details

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

### Phase 3C – Contract Documents (100%)

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

Deliverables: The Consultant will submit PDF, one (1) full-size and two (2) 11”X17” printed signed and sealed copies of the 100% contract documents to the OWNER and reproduce an additional 5 CD’s and one hard copy for the OWNER Purchasing for distribution during the bidding phase.

### Phase 4 – Bidding and Award Services

This phase will include the effort necessary to advertise for and receive bids from contractors, and to review the bids and make a recommendation of award to the OWNER. The OWNER will advertise this project on DEMANDSTAR where interested bidders and plan rooms may

## EXHIBIT A SCOPE OF SERVICES



download the bidding documents. The following tasks will be performed by the Consultant during this phase:

1. Prepare for and attend the Pre-Bid Conference
2. Address questions from bidders
3. Make revisions to contract documents and issue Addenda
4. Attend the Bid opening
5. Review all bids for responsiveness and accuracy
6. Prepare certified Bid Tabs
7. Make recommendation for the award of the contract
8. Prepare Conformed Contracts

### Phase 5 – Construction Administration Services

Construction Administration Services: The Consultant will perform the following tasks under this phase:

1. Perform general coordination with the OWNER on a weekly basis via teleconference calls to discuss the status of the project, schedule, budget, site conditions, and other issues that may arise during construction.
2. Perform general coordination with the Subconsultant (H+L) on a weekly basis via teleconference calls to discuss the status of the project, schedule, budget, site conditions, and other issues that may arise during construction.
3. Participate in preconstruction conference and assist with the preparation of a contract between the OWNER and the successful bidder; Prepare three (3) sets of conformed contract plans and documents for submittal to the successful bidder
4. Review and approve or take other appropriate action upon review of the shop drawings, samples, and other submissions furnished by the contractor and submitted to the Consultant. The Consultant shall determine if the shop drawings, samples and other submissions reasonably conform to the design of the project and the requirements of the contract documents. Such action(s) shall be taken with reasonable promptness so that the progress of the construction of the project will not be delayed. The Consultant will maintain a log of all contractor submittals which shall include the submittal date, the action taken, and the date returned to the Contractor.
5. Make periodic visits (up to one visit per month) to the construction site to determine if the work is proceeding in accordance with the contract documents and the contractor's construction schedule. The Consultant will make periodic written reports to the OWNER to advise of any deviation from the contract documents or the contractor's construction schedule observed by or brought to the attention of the Consultant. The

## EXHIBIT A SCOPE OF SERVICES



Consultant will keep the OWNER informed as to the progress and quality of the work, and will endeavor to protect the OWNER against defects and deficiencies in the work completed by the Contractor. The Consultant shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the Contractor, subcontractors, any of their agents or the subcontractor's employees, or any other person performing any of the work, or for the failure of such persons to carry out the work in accordance with the contract documents. However, the Consultant will notify the OWNER of any such act, omission or failure on the part of the construction Contractor observed by the Consultant during on-site visits.

6. Attend bi-weekly construction meetings via teleconference. This weekly meeting will be attended by the Contractor and the Engineer to discuss progress of the work, schedule, budget/change orders, and other construction related items. The Consultant will provide design clarifications and recommendations to assist the OWNER in resolving field problems relating to the construction.
7. Prepare routine change orders and assess the justification for such change orders as required. Evaluate Contractor change and cost proposals and substitutions, and recommend to the OWNER to either approve or disapprove the Contractor's proposal or substitution.
8. Review laboratory tests and shop drawings and report to the OWNER, in writing, on such matters.
9. Review Contractor's monthly applications for payment and supporting data, review the amount owing to Contractor and approve, in writing, all payments to Contractor in accordance with the contract documents.
10. Perform, together with the OWNER, inspections of the construction site to determine if the project is substantially complete, and perform a final inspection to determine if the project has been completed in accordance with the contract documents, and if the Contractor has fulfilled all of its obligations thereunder so that the Consultant may approve, if applicable, in writing, final payment to the Contractor.
11. The Consultant will prepare record drawings and will assist the OWNER in receiving from the Contractor and forwarding to the OWNER written warranties and related documents assembled by the Contractors.

To avoid misunderstandings or questions, the Consultant understands and agrees that the OWNER shall have the responsibility for the general administration of the construction contract. Accordingly, the Consultant shall not have the authority or responsibility to issue direct instructions or to provide directions to the Contractor on work stoppage authorizations that are

## EXHIBIT A SCOPE OF SERVICES



contractually obligated to the OWNER, or to require special inspections and/or tests. The Consultant, however, shall provide continuing counsel to the OWNER throughout the construction of the project.

These construction phase services only provide site visits at key times during construction by the appropriate Design Team members and do not provide a resident project representative for full-time, daily inspection.

### **Additional Services**

In addition to the Basic Services described herein, the Consultant will provide the following special services required under this contract:

1. Geotechnical Services – Terracon, Inc. will perform geotechnical engineering services on this project, as described in Exhibit C.
2. Quality Assurance Testing During Construction- The AID Team will provide an on-site representative to perform laboratory and field quality assurance testing services during the earthwork, base work, and paving phases of this project.
3. Topographic Survey – Cardno Limited will provide topographic survey services on this project, as described in Exhibit D.
4. Subsurface Utility Engineering (SUE) – Cardno Limited will provide topographic survey services on this project as described in Exhibit E.
5. Architectural and Electrical design services – Hibner + Levine and Associates will provide architectural services for the selection and preparation of the performance specs for the Hangar and Building slab and will provide Electrical Engineering services through one of their subconsultants. Hibner + Levine's scope of services is described in Exhibit F.
6. Airspace Checklist – The Consultant will assist the OWNER in the preparation of the Airspace Checklist and submit same to the FAA, via the OE/AAA web portal, in conjunction with a Construction Safety and Phasing Plan. The Consultant will submit multiple points and 7460 forms to clearly identify the different elements of the project, including construction staging areas, haul routes, and many specific construction sites for FAA's review and approval.
7. Weekly Inspections during Construction– AID will make additional weekly periodic visits to the construction site to determine if the work is proceeding in accordance with the contract documents and the contractor's construction schedule. An allowance for 12 additional weeks is included.

**EXHIBIT A  
SCOPE OF SERVICES**



8. SWFWMD Permitting – The Consultant will assist the OWNER in obtaining an Environmental Resource Permit (ERP) from the Southwest Florida Water Management District.
9. Site and Building Permitting – The Consultant will meet with the OWNER Construction Services and Permitting department to obtain building and site permits for the project.

**Project Schedule**

The consultant will proceed with the following schedule of proposed work after receiving a Notice to Proceed from the OWNER.

<b><u>Task</u></b>	<b><u>Days</u></b>
Field Investigations and Program Verification	30
Design Development (30%)	60
Contract Documents (60%)	60
Contract Documents (90%)	30
Contract Documents (100%)	20
Bidding	30
CA Services (separate NTP)	150
<b>Total Contract Time - Design, Bid and Award</b>	<b>230 Days</b>
<b>Total Contract Time – CA (Separate NTP)</b>	<b>150 Days</b>

Exhibit B: Fees

FEE SUMMARY

TASK		Totals
<b>Basic Services (Lump Sum)</b>		
	Phase 1 - Program Verification	\$8,244.00
	Phase 2 - Design Development (30%)	\$14,330.00
	Phase 3A - Contract Documents (60%)	\$20,356.00
	Phase 3B - Contract Documents (90%)	\$10,522.00
	Phase 3C - Contract Documents (100%)	\$5,774.00
	Phase 4 - Bidding and Award Services	\$6,292.00
	Phase 5 - Construction Administration Services	\$12,966.00
	Construction Administration (H+L)	\$6,950.00
	<b>Total Basic Services:</b>	<b>\$85,434.00</b>
<b>Special Services (NTE- Not To Exceed)</b>		
NTE	1 Geotechnical Investigations (Terracon)	\$6,000.00
NTE	2 Quality Assurance Testing during Construction	\$18,000.00
LS	3 Topographic Survey (Cardno)	\$9,348.00
LS	4 Additional Topographic Survey (Cardno)	\$9,348.00
LS	5 Subsurface Utility Engineering (Cardno)	\$7,920.00
LS	6 Architectural and Electrical Design (H+L)	\$9,500.00
NTE	7 Special Fire Alarm Monitoring and Communications Design (H&L)	\$7,000.00
LS	8 Airspace Checklist Submittal (OE/AAA), CSPP	\$4,004.00
NTE	9 Weekly Inspections during Construction	\$12,088.00
LS	10 SWFWMD Permitting	\$3,432.00
LS	11 Site and Building Permitting	\$3,432.00
	<b>Total Other Services:</b>	<b>\$90,072.00</b>
<b>Expenses (Lump Sum)</b>		
	Reproduction	\$2,000.00
	Permit Fees (Allowance)	\$3,000.00
	<b>Total Expenses:</b>	<b>\$5,000.00</b>
Total Design and Bidding Phase Fees (LS):		\$130,502.00
Total Construction Phase Fees (Not to Exceed):		\$50,004.00
<b>Total Fee (Not to Exceed):</b>		<b>\$180,506.00</b>

**Exhibit B: Fees**

TASK	Project Manager	Senior Engineer	Engineer	Senior Designer	Technician	Clerical	Totals
	\$174.00	\$154.00	\$121.00	\$93.00	\$61.00	\$59.00	

**Phase 1 - Program Verification**

1	Compile and Review Project related Documents	2	16	4	4		4	30
2	Perform a Field Inspection			4				4
3	Field Verify As-Builts				4			4
4	Review and Confirm Initial Cost Estimates			4				4
5	Meet and Coordinate with the City	1	2	4			1	8
6	Meet and Coordinate with Subconsultants	1	2	2			1	6
7	Coordinate and Attend a Pre-Design Meeting	1		2			2	5
8	Prepare a Preliminary Construction Schedule	1		2				3
9	Identify Permit Requirements			2				2
Total Labor Hours:		6	20	24	8		8	66
Total Labor Costs:		\$1,044.00	\$3,080.00	\$2,904.00	\$744.00		\$472.00	\$8,244.00

**Phase 2 - Design Development (30%)**

1	Review Geotech Report and Evaluate Findings		2	4				6
2	Per 9348	2		4	4			10
3	Preliminary Pavement Design		2					2
4	Preliminary Drainage Design			16	8			24
5	Preliminary Phasing Analysis	2		2	4			8
6	Prepare 30% Drawings							
	a Cover Sheet					2		2
	b Project Site/Layout Plan					2		2
	c Project Key Sheet					2		2
	d Survey Control Plan			2		2		4
	e Typical Sections				2	2		4
	f Staking/Demolition Plans			2	2	4		8
	g Paving and Grading Plans			2	2	4		8
7	Update Construction Cost Estimate		2	2	2	4		10
8	Update Construction Schedule		2	2	2	2		8
9	Prepare Preliminary Engineer's Report		4	6		2		12
10	Prepare outline of Technical Specifications		3	4				7
11	Quality Review	2	1	2			4	9
12	Submit 30% Documents				2	2	1	5
13	General Coordination with Owner	2					1	3
Total Labor Hours:		8	16	48	28	28	6	134
Total Labor Costs:		\$1,392.00	\$2,464.00	\$5,808.00	\$2,604.00	\$1,708.00	\$354.00	\$14,330.00

TASK	Project Manager	Senior Engineer	Engineer	Senior Designer	Technician	Clerical	Totals
	\$174.00	\$154.00	\$121.00	\$93.00	\$61.00	\$59.00	

**Phase 3A - Contract Documents (60%)**

1	Finalize Pavement Design		4	4				8
2	Review Owner and other Comments		4	4	8		2	18
3	Finalize Drainage Design			8	16			24
4	Prepare 60% Drawings							
	a Cover Sheet				1	2		3
	b Project Site/Layout Plans					2		2
	c Project Survey Control Plans					2		2
	d Geotechnical/Boring Location Plan					2		2
	e Project Safety Plan					2		2
	f General Notes Plan			2		2		4
	g Project Key Sheet					2		2
	h Typical Sections			2		2		4
	i Staking and Demolition Plans			2	2	16		20
	j Paving, Grading and Drainage Plans			2	2	12		16
	k Misc. Details			2	2	4		8
5	Update Construction Cost Estimate		2	4		8		14
6	Update Construction Schedule		2	4				6
7	Update Engineer's Report			4				4
8	Prepare Draft Front-End Documents	4	2				4	10
9	Prepare Draft Specifications		8	4			4	16
10	Quality Review	4	8				8	20
11	Submit 60% Documents			4	4	4	2	14
12	General Coordination with Owner	2		2	1			5
Total Labor Hours:		10	30	48	36	60	20	204
Total Labor Costs:		\$1,740.00	\$4,620.00	\$5,808.00	\$3,348.00	\$3,660.00	\$1,180.00	\$20,356.00

TASK	Project Manager	Senior Engineer	Engineer	Senior Designer	Technician	Clerical	Totals
	\$174.00	\$154.00	\$121.00	\$93.00	\$61.00	\$59.00	

**Phase 3B - Contract Documents (90%)**

1	Finalize Construction Cost Estimate			4	4	8		16
2	Finalize Construction Schedule			2		4		6
3	Finalize Engineer's Report			4	4			8
4	Prepare 90% Drawings							
	a Cover Sheet					1		1
	b Project Site/Layout Plan					2		2
	c Project Survey Control Plan					1		1
	d Geotechnical/Boring Location Plan					1		1
	e Project Safety Plan					1		1
	f General Notes					1		1
	g Project Key Sheet					1		1
	h Typical Sections					2		2
	i Staking and Demolition Plans				2	4		6
	j Paving, Grading and Drainage Plans				4	16		20
	k Drainage Details					8		8
	l Misc. Details					8		8
5	Complete Front-End Documents	4					4	8
6	Complete Technical Specifications		4				4	8
7	Quality Review	4	2				2	8
8	Submit 90% Documents			4	2	2	1	9
9	General Coordination with Owner	2	2				1	5
Total Labor Hours:		10	8	14	16	60	12	120
Total Labor Costs:		\$1,740.00	\$1,232.00	\$1,694.00	\$1,488.00	\$3,660.00	\$708.00	\$10,522.00

**Phase 3C - Contract Documents (100%)**

1	Incorporate Final Review Comments			16		8	2	26
2	Prepare and Submit Final Bid Documents		2	8	8	16	4	38
Total Labor Hours:			2	24	8	24	6	64
Total Labor Costs:			\$308.00	\$2,904.00	\$744.00	\$1,464.00	\$354.00	\$5,774.00

**Phase 4 - Bidding and Award Services**

1	Coordinate with Owner	4						4
2	Prepare for and Attend Pre-Bid Conference		4	4				8
3	Answers to Bidders/Issue Addenda		2				4	6
4	Attend Bid Opening	1		8			8	17
5	Review Bids for Responsiveness	1						1
6	Certified Bid Tabs/Award Contract	4						4
7	Conformed Contract Preparation				8	8	4	20
Total Labor Hours:		10	6	12	8	8	16	60
Total Labor Costs:		\$1,740.00	\$924.00	\$1,452.00	\$744.00	\$488.00	\$944.00	\$6,292.00

TASK	Project Manager	Senior Engineer	Engineer	Senior Designer	Technician	Clerical	Totals
	\$174.00	\$154.00	\$121.00	\$93.00	\$61.00	\$59.00	

**Phase 5 - Construction Administration Services**

1	Coordinate with Owner	4	4			2	10
2	Coordinate with Subconsultants (H+L)		4	8			12
3	Prepare for and Attend Pre-Construction Conf		4	4		4	12
4	Review Shop Drawings/Submittals			4		2	6
5	Periodic Site Visits (1 per month)		8	16		8	32
6	Bi-Weekly Progress Meetings		4	8			12
7	Prepare Change Orders			8			8
8	Review Test Results		2			2	4
9	Review Periodic Payment Requests					4	4
10	Perform Final Inspection/Prepare Punch list		4			2	6
11	Prepare and Submit Record Drawings		2			2	4
Total Labor Hours:		4	32	48		26	110
Total Labor Costs:		\$696.00	\$4,928.00	\$5,808.00		\$1,534.00	\$12,966.00

**Subconsultants**

1	Construction Administration (H+L)						\$6,950.00
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**Total Fees Subconsultants**

\$6,950.00

**Total Fees (Lump Sum):**

**\$85,434.00**

**Exhibit B: Fees**

TASK	Project Manager	Senior Engineer	Engineer	Senior Designer	Clerical	Total Hours	Total Dollars
	\$174.00	\$154.00	\$121.00	\$93.00	\$59.00		

**Special Services**

LS	1	Geotechnical Investigations (Terracon)							\$6,000.00
NTE	2	Quality Assurance Testing during Construction							\$18,000.00
LS	3	Topographic Survey (Cardno)							\$9,348.00
NTE	4	Additional Topographic Survey (Cardno)							\$9,348.00
LS	5	Subsurface Utility Engineering (Cardno)							\$7,920.00
LS	6	Architectural and Electrical Design (H+L)							\$9,500.00
LS	7	Special Fire Alarm Monitoring and Communications Design (H&L)							\$7,000.00
LS	8	Airspace Checklist Submittal (OE/AAA), CSPP	4	4	8	16	4	36	\$4,004.00
NTE	9	Weekly Inspections during Construction			96		8	104	\$12,088.00
LS	10	SWFWMD Permitting		16	8			24	\$3,432.00
LS	11	Site and Building Permitting		16	8			24	\$3,432.00

<b>Total Fees - Special Services (Not to Exceed):</b>								<b>\$90,072.00</b>
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April 15, 2016



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

Attn: Mr. Kyle Holley, P.E.  
Senior Engineer  
Mob: 813-426-4515  
Email: [kholley@aidinc.us](mailto:kholley@aidinc.us)

Re: Proposal for Geotechnical Engineering Services  
VNC Airport – T-Hangar  
Venice, Sarasota County, Florida  
Terracon Proposal No. PHC165042

Dear Mr. Holley:

We appreciate the opportunity to provide geotechnical engineering services for the above referenced project. This document provides our understanding of the project, our planned work scope and associated fees, and our terms and conditions associated with the performance of this work.

## 1.0 PROJECT INFORMATION

### 1.1 Site Location

ITEM	DESCRIPTION
Location	150 Airport Avenue East, Venice, Florida
Existing improvements	An airport with asphalt and concrete paved taxiways and runways
Current ground cover	Short grasses
Existing topography	Relatively level

### 1.2 Project Description

ITEM	DESCRIPTION
Proposed Development	We understand a new 14-Unit nested T-Hangar is planned for the site
Structural Loads (assumed)	Maximum Column Loads = 100 kips Maximum Wall Loads = 6 kf
Grading	We have assumed site grades will remain relatively unchanged

## Proposal for Geotechnical Engineering Services

VNC Airport – T-Hangar ■ Venice, Florida

April 15, 2016 ■ Terracon Proposal No. PHC165042



Should any of the above information be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

## 2.0 SCOPE OF SERVICES

The services to be provided by TERRACON are summarized in the following paragraphs.

**Field Program:** We propose to complete the following:

- Three (3) Standard Penetration Test (SPT) borings to a depth of 20 feet below the existing ground surface (bgs).
- Obtain one bulk sample of the existing surficial soils (i.e. about 0 to 1 foot bgs) for Modified Proctor (maximum dry density) and Limerock Bearing Ratio (LBR) testing. The LBR results will be correlated to Californai Bearing Ratio (CBR) values;
- Two (2) Double Ring Infiltrometer (DRI) tests.

Sampling will be in general accordance with industry standard procedures wherein split-barrel samples are obtained. Five samples are typically obtained in the upper ten feet of each boring and at intervals of about five feet thereafter. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory.

We have assumed our field work will occur during normal business hours (7 a.m. to 7 p.m, Monday through Friday).

The geotechnical scope of services for this project does not include, either specifically or by implication, any environmental assessment of the site intended to identify or quantify potential site contaminants.

**Conditions/Items to be provided by client:** Items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. We will contact the Sunshine State One Call of Florida (SSOCOF) for location of utilities in public easements. Location of private lines on the property is not part of the SSOCOF or TERRACON scope. All private lines should be marked by others prior to commencement of drilling. Alternatively, Terracon will subcontract a private utility locate company to clear our drilling locations.

TERRACON will take reasonable efforts to reduce damage to the property. However, it should also be understood that in the normal course of our work some disturbance could occur. We have not budgeted to restore the site beyond backfilling our boreholes with redi-mix concrete and capping with either cold-mix asphalt patch or redi-mix concrete. If there are any restrictions

## Proposal for Geotechnical Engineering Services

VNC Airport – T-Hangar ■ Venice, Florida

April 15, 2016 ■ Terracon Proposal No. PHC165042



or special requirements regarding this site or exploration, these should be known prior to commencing field work.

Our fee is based on the site being accessible to our trailer mounted coring equipment and truck mounted drill rig. TERRACON providing layout of the borings; additional costs may result if this is not the case. Our fees do not include services associated with location of underground utilities beyond contacting a “one-call” locate service. If such conditions are known to exist on the site, TERRACON should be notified so that we may adjust our scope of services and fee, if necessary.

For safety purposes, all borings will be backfilled with redi-mix concrete and capped with cold-mix asphalt patch immediately after their completion. Because backfill material often settles below the surface after a period of time, TERRACON recommends the boreholes be checked periodically and backfilled if necessary.

**Laboratory Testing:** The samples will be returned to our laboratory and visually classified in general accordance with the Unified Soil Classification System (USCS). Based on our observation and the field data, index testing may be performed on representative samples. Additionally, full sieve gradation testing will be completed on 5 of the base samples.

**Engineering Analysis and Report:** The results of our field and laboratory programs, if needed, will be evaluated by a professional geotechnical engineer licensed in the State of Florida. Based on the results of our evaluation, an engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will include the following:

- Computer generated boring logs with soil stratification based on visual soil classification.
- A brief review of our test procedures and the results of testing conducted;
- A summary of the area and site geologic conditions;
- Graphical representation of the boring data;
- Site preparation recommendations including stripping and possible special undercutting and/or stabilization;
- Anticipated excavation conditions, including difficult excavation;
- Backfill placement recommendations;
- Recommendations for slabs-on-grade, including subgrade preparation and vapor retarding information;
- Recommended shallow foundation types including bearing pressures and depths;
- Recommendations for pavement sections.

Schedule – We can begin field program within one week of receiving the notice to proceed. The field work is expected to take approximately one day. Soil classification, laboratory testing,

**Proposal for Geotechnical Engineering Services**

VNC Airport – T-Hangar ■ Venice, Florida

April 15, 2016 ■ Terracon Proposal No. PHC165042



evaluation, and report preparation will require approximately two weeks after completion of drilling, amounting to an overall schedule of about 4 weeks.

Deliverables – The client will be provided with a signed and sealed electronic (PDF) copy of the report.

### **3.0 COMPENSATION**

The geotechnical services and report will be performed for a lump sum fee of **\$6,000**. The total fee will not be exceeded without justification and prior approval. Unless instructed otherwise, the invoice will be sent to the addressee of this proposal.

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization, as evidenced by your signature on the Supplement Agreement form.

### **4.0 AUTHORIZATION**

We appreciate the opportunity of submitting this proposal, and are available to discuss the details with you. You may contact us at 941-379-0621, or via email at [scott.parrish@terracon.com](mailto:scott.parrish@terracon.com). To authorize us to proceed with the proposed services please indicate by signing and returning one executed copy of the attached Agreement for Services to us. Acceptance of our proposal will be considered permission by the owner for our entry onto the site.

If you have any questions or comments regarding this proposal or require additional services, please contact us.

Sincerely,

**Terracon Consultants, Inc.**

Scott N. Parrish, P.E.

Department Manager

Douglas S. Dunkelberger, P.E.

Office Manager

Attachments: Agreement for Services



**SURVEY ASBUILT PROPOSAL  
 VENICE MUNICIPAL AIRPORT  
 CITY OF VENICE  
 SARASOTA COUNTY, FLORIDA  
 April 18<sup>th</sup> 2016**

Cardno  
 5670 Zip Drive  
 Fort Myers, FL 33905  
 USA  
 Phone: +1 239 277 0722  
 Fax: +1 239 277 7179  
 www.cardno.com

- I. Survey Services– Venice Municipal Airport Sarasota County, Florida.**
1. Establish both horizontal and vertical control based on previously provided control for Runway 13-31 improvements.
  2. Asbuilt approximately 8.4 acres as designated by AID Inc. on a 50ft grid.
  3. Asbuilt miscellaneous items such as catch basins and associated storm pipe along with any other features within these designated areas.
  4. Process all field data and provide a signed and sealed asbuilt drawing including a DTM of the asbuilt data.
  5. Management, supervision, calculations and quality control.

**Total = \$4,920.00**

**II. Additional Services if required by contractor to be provided at an agreed upon fee or on the following hourly rates:**

- |                                     |                   |
|-------------------------------------|-------------------|
| 1. Professional Land Surveyor ..... | \$180.00 per hour |
| 2. Field Crew (2-man).....          | \$125.00 per hour |
| 3. Field Crew (3-man).....          | \$150.00 per hour |
| 4. Clerical .....                   | \$45.00 per hour  |
| 5. CAD Technician / Drafting.....   | \$75.00 per hour  |
| 6. Additional Services.....         | Cost plus 10%     |

Unless otherwise stated, these fees are based on the assumption that all staking will be one time only. Any re-staking or services not included in the scope of surveying services will be considered additional and billed at the above hourly rates. This proposal is valid for 30 days.

Accepted and Signed by \_\_\_\_\_  
 Title \_\_\_\_\_  
 Company \_\_\_\_\_  
 Dated \_\_\_\_\_

April 20, 2016

Kyle Holley, P.E.  
American Infrastructure Development, Inc. (AID, Inc.)  
3810 Northdale Blvd., Suite 170  
Tampa, FL 33624

Cardno

4803 George Road  
President's Plaza, Suite  
350  
Tampa, FL 33634  
USA

RE: Fee Proposal for Providing Subsurface Utility Engineering (SUE) Services

Description: **Venice Municipal Airport (VNC) – T-Hangar  
Sarasota County, FL**

Phone: +1 727 431 1580  
Fax: +1 813 886 1234

[www.cardno.com](http://www.cardno.com)

Dear Mr. Holley,

Cardno appreciates the opportunity to prepare this fee proposal for providing professional Subsurface Utility Engineering (SUE) services on the above referenced project. This letter will serve as our official scope of services and is accompanied by the included fee proposal.

### **Scope and Location**

Cardno will utilize the means and methods described below to horizontally designate all utilities within the red highlighted area on the attached plan sheet provided by AID, Inc. In addition to the horizontal designated utilities and line work, Cardno will provide non-evasive test holes on each utility discovered within the SUE limits described to determine the depth, size, shape, orientation and material (if ground conditions allow). There will be one test hole per utility provided, except for the force main (highlighted in yellow), which will have a test hole provided at the northern and southern SUE limits. We have estimated a potential of 6 test holes to be provided for this project.

#### **Utility Designating for Conductive Utilities**

Cardno will horizontally designate the underground utilities along the proposed installation route as shown in the plans provided. Cardno will utilize various types of electro-magnetic equipment to determine the utilities' disposition if made of conductive material. A good example of conductive utilities are cast / ductile water mains, buried electric conduits, and buried telephone, some fiber optics and any utility with a tracer tracking wire. The toneable utilities will then be marked and flagged on the existing ground surface showing its alignment. This process provides a highly accurate horizontal location of underground utilities.

Australia • Belgium • Indonesia • Kenya • New Zealand • Papua New Guinea  
United Arab Emirates • United Kingdom • United States • Operations in 60 countries

### Utility Locating for Conductive and Non-Conductive Utilities

Cardno will horizontally designate and vertically locate (vacuum excavate) underground utilities in the areas of proposed construction. Vacuum excavation will also be used for the non-conductive utilities should the electro-magnetic equipment and GPR not produce favorable results. A good example of a non-conductive utility would be vitrified clay pipe, C900, PVC, HDPE, and other plastic utilities. This is done by using an air probe to identify the utilities' horizontal position and a vacuum hose to perform a test hole to determine the utilities' vertical alignment. When a test hole or vacuum excavation is completed, our crew will record, vertical depth of the utility below the surface, size, shape, material and orientation (if ground conditions allow). The utilities' horizontal location will be painted on the existing surface and test holes will be marked with a lathe or iron rod and cap (if not in the roadway) stating the depth below existing grade.

In order to obtain the vertical depths of the utilities in paved surfaces, Cardno will need to utilize a concrete saw to provide a 12"x12" square cut area in the asphalt/concrete to vacuum excavate. All base material will be removed upon removal of the structural asphalt and set aside to be placed back upon completion of the test hole. Cardno will vacuum down to obtain the required information, and then replace fill with what was originally removed in 6-inch lifts being tamped all of the way to the base material. Base material will be replaced and placing and tamping cold-mix asphalt/concrete (if needed) will complete the test hole. This estimate is based on the work and restoration efforts above.

### Survey of SUE Data

All SUE work will be surveyed and tied to the project both horizontally and vertically based on the control provided to Cardno by AID, Inc.

The deliverable file will be a MicroStation (AutoCAD by request) design file consisting of the SUE field data. The information will be shown in plan view and accompanied by test hole data sheets. The test hole data sheet(s) will consist of the utility type, size, shape, depth below ground surface and top of utility elevation. Deliverable files will be provided within 2 weeks from completion of the field work.

### Fee

Based on the information provided and our experience with similar projects, Cardno proposes to provide these services for the **Lump Sum** fee of **\$7,920.00**.

We anticipate being able to complete the above scope of work within three (3) crew day(s). Should additional time become necessary, we will notify your office immediately.

*\*\*The fees shown above are inclusive of all office labor, field staff, MOT permitting, and equipment necessary to provide the scope of work described above. This estimate is based on our crews having access to the site between the hours of 7:00am to 5:30pm (unless otherwise stated), Monday through Friday. This estimate does not include any costs associated with special badging or training.*

**Please keep in mind that our work should be utilized to reduce your risk, not remove all risk of damaging underground facilities.**

It is our understanding that the project coordination and engineering effort will consist of the services described above.

Geophysical Conditions and Understandings

*\* Although geophysical methods provide a high level of assurance for the location of subsurface objects, the possibility exists that not all features can or will be identified. The parties understand that no method can be as exact and reliable as an actual excavation and physical examination. Therefore, Cardno will not be liable for any damages that occur from excavations based on the results of this investigation. Due caution should be used when performing any subsurface excavation based on results from this investigation. Client understands and agrees that any action the client may take based on the data and information supplied hereunder shall be at client's own responsibility and sole risk.*

*\*\* Cardno's field crews and equipment are not equipped or prepared to work in any area that possibly are, or may have been contaminated with hazardous materials at any time.*

**Acceptance:** We will honor this proposal for 90 days. If accepted, please sign below and return this letter to my attention.

Again, we appreciate the opportunity to provide our SUE services for American Infrastructure Development, Inc. Please call me directly at 727.431.1519 if you have any questions or comments. We look forward to beginning work on this project upon receiving your authorization to proceed.

Regards,

Cardno



Aaron Hopkins  
Project Manager, West Florida Utilities/Survey  
Engineering & Environmental Services Division

Date Accepted:	
Company:	
Signature:	
Title:	

Cc: Mike Patterson, PSM, Cardno  
Mike Albanese, Cardno



**HIBNER + LEVINE & ASSOCIATES**

412 South Tamiami Trail

Venice, Florida 34285

April 18, 2016

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

Attention: Mr. Mohsen Mohammadi, PhD, PE

Re: New Hangar - Venice Municipal Airport

Dear Mohsen:

Please accept this proposal in response to your request for Professional Architectural Services for the Design, Bidding, and Construction Contract Administration for a New Hangar at the City of Venice Municipal Airport.

Hibner + Levine & Associates will provide the Construction/Bidding Documents for the design of a New Hangar (including Architectural, Structural, and Electrical) and assist in the Bidding Phase for the project for a fixed fee of Nine Thousand Five Hundred Dollars ( \$ 9,500.00 ).

Once a General Contractor has been awarded the project, Hibner + Levine & Associates will provide all Construction Contract Administration for the project, including: attending the Pre Construction Meeting, Weekly Construction Observation and Coordination Meetings, and the Substantial and Final Completion Walk-Thru Meetings. We will also review Pay Applications, prepare Change Orders (if necessary), and review all test results provided by the General Contractor. Our fixed fee for these services is Six Thousand Nine Hundred Fifty Dollars ( \$ 6,950.00 ).

We would like to thank you for providing our office with the continued opportunity to work with you office and are sincerely looking forward to working with you again.

Sincerely,

E. F. Hibner, Jr. AIA

## Florida Department of Transportation Funding Provisions

This project is being funded in part by a Grant from the Florida Department of Transportation (FDOT). By entering into this contract, the Contractor is required to abide by the following contract provisions:

**Disadvantaged Business Enterprise (DBE) Policy:** 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.

The contractor shall not discriminate on the basis of race color national origin or sex in the award and performance of any DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26 The contractor shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts The airport's DBE program goal as required by 49 CFR part 26 and as approved by DOT 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 contract. Upon notification to the contractor of its failure to carry out its approved program the City may impose sanctions as provided for under part 26 and may in appropriate cases refer the matter for enforcement under 18USC1001 and/or the Program Fraud Civil Remedies Act of 1986 (31USC3801 et seq.)

### Restrictions, Prohibitions, Controls, and Labor 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.

**Environmental Regulation:** By executing this contract, the Contractor certifies that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Contractor will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Owner (Airport) for any loss incurred in connection therewith.

**Indemnification:** To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the FDOT and the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Contractor, its agents, or employees, during the performance of the Agreement while on Airport property, except that neither the Contractor, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the FDOT or the City or any of its officers, agents, or employees during the performance of the Agreement.

**Restrictions on Lobbying:**

**Federal:** The Contractor agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence any officer or employee of any federal 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.

If any funds other than federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall prepare and submit FDOT Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts) and that all sub- recipients shall certify and disclose accordingly.

**State:** No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

**Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount

provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**Discrimination:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. <http://www.dms.myflorida.com/>.

**E-Verify:** The contractor shall: 1. 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 2. 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.

**Inspector General Cooperation:** The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

**Compliance with Laws:** The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the vendor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.
- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes. Or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.