



Ms. Krystal Ritchey, P.E.
Program Manager
Federal Aviation Administration
Orlando Airports District Office
5950 Hazeltine National Drive, Suite 400
Orlando, FL 32822

June 13, 2017

**Re: Venice Municipal Airport (VNC); Venice, Florida
FY 2017 Airport Improvement Program
Grant Application (3-12-0082-016-2017)**

Dear Ms. Ritchey:

Enclosed please find an FY 2017 Airport Improvement Program Grant Application for the following project at VNC:

- 1) Reconstruct Public Use and Mid-Field Aprons – Construction

The following items are enclosed for the project:

- Application Checklist
- Standard Form 424 - Application for Federal Assistance
- SF 5100-100: Parts II and III
- Program Narrative and Sketch
- FAA ADO Required Detailed Information Sheet
- Project Line Item Cost Breakdown
- Project Specific Checklist
- Project Schedule
- CATEX
- Airport Sponsor Certifications
- Airport Layout Plan, Title Opinion and Airport Property Map
- Consultant Agreement for Design and Construction Services (previously included in the 2016 Design only Grant 15)
- Independent Fee Estimate for the Consultant Agreement (previously included in the 2016 Design only Grant 15)
- Amendment #1 to Consultant Agreement (Construction Services and DBE Program Update)
- Bid Tabulation and Recommendation of Award
- Ajax's Contract and Change Order #1

We are requesting \$4,522,244.00 for the eligible federal share of project costs. Please let me know if you should have any questions or comments.

Sincerely,


Mark J. Cervasio
Airport Director

150 Airport Avenue East, Venice, Florida 34285

Phone: (941) 486-2711 • Fax: (941) 483-5942 • www.flyvnc.com

Airport Improvement Program
Federal Assistance Request Checklist

APPLICATION CHECKLIST

Airport:	Venice Municipal Airport
Sponsor:	City of Venice
City, State:	Venice, Florida
Date of Application:	June 2017

Cover Letter:

- N/A Letter of Credit method of payment requested.
X Project(s) identified. (Any changes from previous meetings/discussions should be discussed prior to submission.)
N/A If pre-application, proposed application date identified.
X If application, any changes to requested amount are identified and reasons provided.
N/A If application, identify if any changes have taken place on Exhibit "A" Property Map since last grant.
N/A If application, identify if any changes have taken place on Exhibit "C" Title Opinion since last grant.

Application:

- X Standard Form 424 -- Application for Federal Assistance and Associated Forms
X Program Narrative and Sketch
X Detailed Project Information Sheet
X Project Line Item Cost Breakdown
X Project Specific Checklist
X Project Schedule
X CATEx
N/A Public Hearing Information
X Airport Sponsor Certifications
X Airport Layout Plan, Title Opinion, and Airport Property Map
X Project Contract/Scope, and Fee
X Independent Fee Estimate

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

3-12-0082-016-2017

5a. Federal Entity Identifier:

DOT/FAA

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Venice, FL

* b. Employer/Taxpayer Identification Number (EIN/TIN):

59-6000443

* c. Organizational DUNS:

0936021910000

d. Address:

* Street1:

150 Airport Avenue East

Street2:

* City:

Venice

County/Parish:

* State:

FL: Florida

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

34285-3901

e. Organizational Unit:

Department Name:

City of Venice

Division Name:

Venice Municipal Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Mark

Middle Name:

J.

* Last Name:

Cervasio

Suffix:

Title:

Airport Director

Organizational Affiliation:

Venice Municipal Airport

* Telephone Number:

941-486-2711

Fax Number:

941-483-5942

* Email:

mcervasio@flyvnc.com

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

Not Applicable

* Title:

Not Applicable

13. Competition Identification Number:

Not Applicable

Title:

Not Applicable

14. Areas Affected by Project (Cities, Counties, States, etc.):

VNC Draft 10-11-2016- Sheet 4 AIRPORT LAYOU

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Reconstruct Public Use and Mid-Field Aprons - Construction

See Program Narrative for full description and exhibit.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="4,522,244.00"/>
* b. Applicant	<input type="text" value="251,236.16"/>
* c. State	<input type="text" value="251,236.16"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="5,024,716.32"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:



* Date Signed:



PART III - BUDGET INFORMATION - CONSTRUCTION**SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog No.

20-106

2. Functional or Other Breakout

Airport Improvement Program**SECTION B - CALCULATION OF FEDERAL GRANT**

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount (Use only for Revisions)	Adjustment + or (-) (Use only for Revisions)	
1. Administration expense			\$ 10,000.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			\$ 84,056.00
5. Other architectural engineering fees			\$ 20,964.00
6. Project inspection fees			\$ 225,000.00
7. Land development			
8. Relocation expenses			
9. Relocation payments to Individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			\$ 4,669,776.32
12. Equipment			
13. Miscellaneous (DBE Program Update)			\$ 14,920.00
14. Subtotal (Line 1 through 13)			\$ 5,024,716.32
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			\$ 5,024,716.32
17. Less: Ineligible Exclusions (Section C, Line 23 g.)			
18. Subtotal (Line 16 through 17)			\$ 5,024,716.32
19. Federal Share requested of Line 19			\$ 4,522,244.00
20. Grantee share			\$ 251,236.16
21. Other shares			\$ 251,236.16
22. Total project (Lines 19, 20 & 21)			\$ 5,024,716.32

SECTION C - EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	\$
b.	
c.	
d.	
e.	
f.	
g. Totals	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share	\$ 251,236.16
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL -Grantee Share	\$ 251,236.16
25. Other Shares	
a. State	\$ 251,236.16
b. Other	\$ -
c. Total Other Shares	\$ 251,236.16
26. TOTAL NON-FEDERAL-FINANCING	\$ 502,472.32

SECTION E - REMARKS

(Attach sheets if additional space is required)

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, 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 Sponsor, 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 Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative 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 subrecipients 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.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Venice Zoning Ordinance and Comprehensive Plan has identified criteria for land use adjacent to the Airport.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Confirmed

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Confirmed

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Confirmed

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Not required for this project

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not required for this project

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

Confirmed

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Confirmed

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART IV PROGRAM NARRATIVE

Reconstruct Public Use and Mid-Field Aprons– Construction

DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

1) PROJECT: Reconstruct Public Use and Mid-Field Aprons– Construction

AIRPORT: Venice Municipal Airport (VNC)

1. Objective:

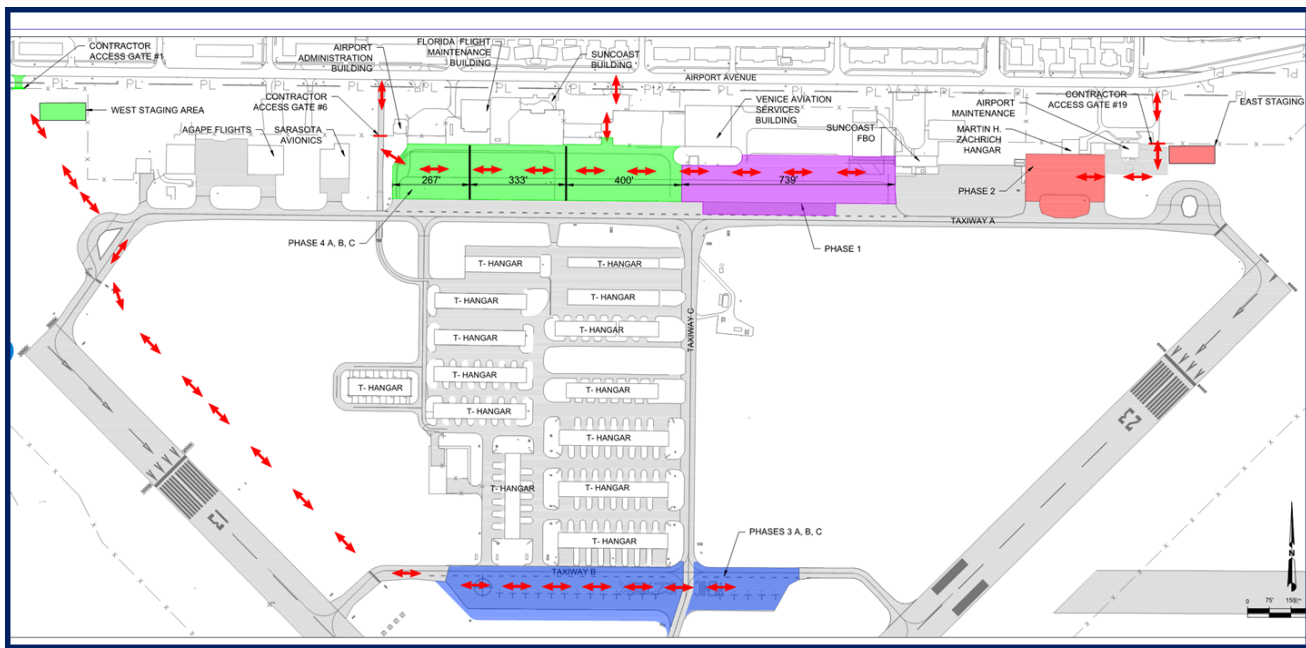
- Advances Airport Improvement Plan (AIP) Policy: To repair deteriorating and failing Apron pavements. Advances AIP Policy assists by preserving functional integrity of the airport infrastructure through reconstruction of existing airfield pavements.
- Need: The FDOT June 2015 Statewide Airfield Pavement Management Program Report determined that the Pavement Condition Index of the pavements at VNC related to the work in this project (East and West Public Use Aprons and the Mid-Field Parking Apron) ranged from "serious" (15) to "very poor" (28) for apron sections 4105, 4110 and 6405. The East Public Use Apron (section 4120) was rated much worse with a failing PCI rating of 2. (see FDOT Exhibit and Section Condition Report attached as part of this Pre-Application). The project will reconstruct the apron pavements and reconfigure the existing tie-down layout to maximize aircraft parking and improve functionality of the apron areas. Apron tie-down system will be laid out based on FAA criteria for ADG-I per AC 150/5300-13A. In addition, pavement sections will be constructed to accommodate parking of aircraft meeting ADG-I criteria and aircraft meeting ADG-II criteria.
- Scope is Appropriate: Yes. See *Approved Scope of Work in Final Application*.

2. Benefits Anticipated:

Airport Infrastructure Preservation and Improve Airport Design Standards to meet FAA criteria in AC 150/5300-13A.

3. Approach:

The City of Venice intends to reconstruct the public Apron areas and reconfigure the existing tie-down areas to improve functionality at the Venice Municipal Airport. The Apron areas, highlighted below in Phases 1 through 4, are included in this project.



The City of Venice intends to update its Disadvantaged Business Enterprise (DBE) program for the Venice Municipal Airport. The Department of Transportation's (DOT) DBE program as outlined in 49 CFR Part 26 provides a "vehicle for increasing the participation of minority business enterprises (MBE) in state and local

procurement.” The City of Venice receives federal funding via the Federal Aviation Administration (FAA) and therefore is required to establish an approved DBE program, an annual goal, and project specific goals, as well as providing post award oversight and recording actual DBE participation; which includes the annual submission of the Uniform Report of Actual DBE Participation and DBE Contractor data.

See Approved Scope of Work in Final Application and Schedule.

4. Geographic Location:

Venice Municipal Airport, Venice, Florida

See Sketches of Project Location.

5. If Applicable, Provide Additional Information:

See Approved Scope of Work when completed for the Final Application.

6. Sponsor’s Representative: (incl. address & tel. no)

Mark J. Cervasio
Airport Director
Venice Municipal Airport
150 Airport Ave. E.
Venice, FL 34285
(941) 486-2711

Detailed Project Information Sheet
Airport Improvement Program
Grant Application

Airport: VENICE MUNICIPAL AIRPORT (VNC)

City, ST: Venice, Florida

Project Description: Reconstruct Public Use and Mid-Field Aprons - Construction

Project Justification: The 2015 FDOT Pavement Condition Survey rated the Apron pavements at VNC in poor condition with an overall rating of 43. Individual measurements on the Aprons ranged from "serious" (PCI 22) on the mid-field Apron to "very poor" (PCI 33) on the west public use Apron. The east apron was rated as failed with a PCI rating of (2). (See Program Narrative and Scope of Services.)

Special Circumstances: None

Project Cost Information:

Total Cost	FAA Share (90%)	State (5%)	Local (5%)
\$5,024,716.32	\$4,522,244.00	\$251,236.16	\$251,236.16

Type of Funding Proposed			
NP2017	\$0.00		
NP2018	\$0.00		
Discretionary	\$4,222,244.00		
Entitlements	\$300,000.00		
Total	\$4,522,244.00		

Alternate Funding Plan: The City will approach FDOT for additional funds if necessary.

Venice Municipal Airport (VNC)
PROJECT COSTS

Reconstruct Public Use and Mid-Field Aprons– Construction	Cost (100%)	FAA (90%)
City Administrative Costs	\$10,000.00	\$9,000.00
Construction Administration	\$77,674.00	\$69,907.00
Additional Construction Administration (40 additional days)	\$6,382.00	\$5,744.00
Grant Services	\$9,460.00	\$8,514.00
RPR Services	\$142,500.00	\$128,250.00
Additional RPR Services (40 additional days)	\$28,500.00	\$25,650.00
Review Weekly Certified Payrolls (Contractors/Subcontractors)	\$9,984.00	\$8,986.00
Q/A Testing	\$54,000.00	\$48,600.00
Record Drawings	\$1,520.00	\$1,368.00
DBE Program Update	\$14,920.00	\$13,428.00
Construction		
Base Bid	\$3,680,078.32	\$3,312,070.00
Additive Bid #1	\$336,188.28	\$302,569.00
Additive Bid #2	\$368,820.38	\$331,938.00
Additional Construction - Change Order #1	\$284,689.34	\$256,220.00
Total Amount	\$5,024,716.32	\$4,522,244.00
Total FDOT Share:		\$251,236.16
Total City Share:		\$251,236.16

Total Estimated Project Cost (100%)	\$5,024,716.32
Total FAA Share Cost (90% of Eligible Items)	\$4,522,244.00
Entitlements	\$300,000.00
Discretionary	\$4,222,244.00
Total FDOT Share Cost	\$251,236.16
Total City Share Cost	\$251,236.16

Grant Application:
Reconstruct Public Use and Mid-Field Aprons– Construction

Project Description:

RECONSTRUCT PUBLIC USE AND MID-FIELD APRONS - CONSTRUCTION

Airport Name / City, FL:

VENICE MUNICIPAL AIRPORT, VENICE, FLORIDA

Items a. thru pp. must be answered for each individual project: (Ref. Order 5100-38D, Chapter 3, Table 3-1)		Yes (y)	No (n)	N/A (n/a)
a.	Is the project eligible?	Y		
aa.	Identify eligibility "chapter & verse" from Order 5100-38D, AIP Handbook	Section 3-3 Airport Development		
b.	Is the project justified? Does your project narrative address the "Three Basic Tests" as identified in Table 3-4, Order 5100-38D?	Y		
c.	Is the project on airport property (with good title)?	Y		
cc.	Date of your current Airport Exhibit A on file in ADO:	28-Jun-11		
d.	Is the project on the FAA approved airport layout plan?	Y		
dd.	Identify date of FAA approved ALP on file in the ADO:	Signed 11/7/2016 by FAA		
e.	Has the Sponsor satisfied the intergovernmental review and airport user	Y		
f.	Has the FAA completed an environmental finding for the project?	Y		
ff.	Provide date of environmental finding/Cat. Ex.?	CATEX Submitted w/Application		
g.	Will the project result in a usable unit of work?	Y		
h.	Will the project be planned, designed, and/or constructed to FAA standards?	Y		
hh.	If applicable, identify date MOS was approved by FAA.	5/4/2017 (FDR and FDOT Limerock)		
i.	Has the project been procured correctly?	Y		
j.	Are the project costs allowable?	Y		
k.	directly necessary to accomplish the project. Ref. Order 5100-38D, Ch. 3, Section 12).	Y		
l.	Were the project costs incurred after the grant was executed? (Ref. Order 5100-38D, Ch. 3, Section 13, for exceptions).	Y		
m.	Are the project costs reasonable? (Are Sponsor cost analyses attached? Ref. Order 5100-38D, Ch. 3, Section 14). See Engineer's Estimate, Bid Tabs, and sponsor letter.	Y		
n.	Is this the only federal grant containing these project costs? (No "double-dipping"!!!)	Y		
o.	Are the project costs within the allowable federal share?	Y		
p.	Can the project be completed without unreasonable delay?	Y		
pp.	Identify number of calendar days and date after the grant execution date when notice-to-proceed will be issued.	30 maximum		
If discretionary funding is being requested for this project answer the following:				
1	Is this project phased?	N		
1a.	If yes, what phase is this?			
1b.	If phased, how does this phase fit into the larger development need?			
2	What is the total AIP funds spent on previous phases of the project?			
2a.	What is the total AIP funds requested for this phase in this Application?			
2b.	What is the total AIP funds needed to complete the project beyond this Application ?			
If funding requested for this project is for an LOI, provide the following:				
i.	Enter the number of the LOI payment this grant will provide.			
ii.	Enter the total number of LOI payments - past grant(s), this grant, future grant(s)			
iii.	Total AIP funds provided to-date including the funds requested in this Application			
iv.	Total AIP funds approved for the project LOI. (Total LOI payments for entire project).			

**Venice Municipal Airport
Reconstruct Public Use and Mid-Field Aprons– Construction**

PROPOSED PROJECT SCHEDULE

<u>Proposed Project Schedule:</u>	<u>Dates:</u>
Pre-Application Submittal for Construction to FAA	November 2016
Bid Opening	May 2017
Grant Application Submittal for Construction to FAA	June 2017
Grant Offer	September 2017
Execution of FAA Grant	September 2017
Pre-construction Conference	September 2017
Notice to Proceed to Contractor	September 2017
Substantial Completion	June 2018
Final Inspection	July 2018
Project and Grant Close-Out	October 2018

May 2017

**FAA ORLANDO AIRPORT DISTRICT OFFICE CATEGORICAL EXCLUSION (CATEX)
SHORT FORM**

Airport: Venice Municipal Airport (VNC) Project Title: Reconstruct Public Use and Mid-Field Aprons- Construction

Use this CATEX Short Form if the Proposed Action is a federal action subject to NEPA and normally would not individually or cumulatively have a significant effect on the human environment. Identify the applicable action(s) from FAA Order 1050.1F, paragraphs 5-6.1 through 5-6.6.

5-6.4 e Construction, repair, reconstruction, resurfacing, extending, strengthening, or widening of a taxiway.

List all components of the Proposed Action and Connected Actions (if any) on a separate sheet. *A CATEX should not be used for a segment or an interdependent part of a larger proposed action.* **Include** a summary of existing conditions at the Proposed Action site. **Attach** a site map identifying the Proposed Action area on the airport's current ALP and a recent aerial of the Proposed Action area.

Certify that the Proposed Action and Connected Actions are **NOT** likely to have extraordinary circumstances or significant impacts. Significance thresholds and factors to consider are in FAA Order 1050.1F Exhibit 4-1. Extraordinary circumstances are listed in FAA Order 1050.1F paragraph 5-2, and summarized below:

- An adverse effect on cultural resources protected under the National Historic Preservation Act of 1966, as amended, 54 U.S.C. §300101 et seq.;
- An impact on properties protected under Section 4(f);
- An impact on natural, ecological, or scenic resources of Federal, state, tribal, or local significance (e.g., federally listed or proposed endangered, threatened, or candidate species, or designated or proposed critical habitat under the Endangered Species Act, 16 U.S.C. §§ 1531-1544);
- An impact on the following resources: resources protected by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-667d; wetlands; floodplains; coastal zones; national marine sanctuaries; wilderness areas; National Resource Conservation Service-designated prime and unique farmlands; energy supply and natural resources; resources protected under the Wild and Scenic Rivers Act, 16 U.S.C. §§ 1271-1287, and rivers or river segments listed on the Nationwide Rivers Inventory (NRI); and solid waste management;
- A division or disruption of an established community, or a disruption of orderly, planned development, or an inconsistency with plans or goals that have been adopted by the community in which the project is located;
- An increase in congestion from surface transportation (by causing decrease in level of service below acceptable levels determined by appropriate transportation agency, such as a highway agency);
- An impact on noise levels of noise sensitive areas;
- An impact on air quality or violation of Federal, state, tribal, or local air quality standards under the Clean Air Act, 42 U.S.C. §§ 7401-7671q;
- An impact on water quality, sole source aquifers, a public water supply system, or state or tribal water quality standards established under the Clean Water Act, 33 U.S.C. §§ 1251-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-26;
- Impacts on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "highly controversial on environmental grounds" means there is a substantial dispute involving reasonable disagreement over the degree, extent, or nature of a proposed action's environmental impacts or over the action's risks of causing environmental harm.
- Likelihood to be inconsistent with any Federal, state, tribal, or local law relating to the environmental aspects of the proposed action; or
- Likelihood to directly, indirectly, or cumulatively create a significant impact on the human environment, including, but not limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties, likely to cause a significant impact on the visual nature of surrounding land uses, likely to cause environmental contamination by hazardous materials, or likely to disturb an existing hazardous material contamination site such that new environmental contamination risks are created.

Based on the information in this Short Form CATEX and supporting information, I certify that the Proposed Action and Connected Actions meet(s) all requirements for a CATEX in accordance with FAA Order 1050.F and do not have any extraordinary circumstances or significant impacts.



Signature of Authorized Airport Representative

5/30/17

Date

FAA Determination (signature of Program Manager):

Categorically Excluded: _____ Date: _____

Requires further environmental analysis: _____ Date: _____

CATEGORICAL EXCLUSION ENVIRONMENTAL DETERMINATION CHECKLIST

Airport: Venice Municipal Airport

Prepared and certified by: Mohsen Mohammadi, American Infrastructure Development Inc. Date: 11/10/2016

	YES**	NO	COMMENTS
THE PROPOSED ACTION MUST BE LISTED IN FAA ORDER 1050.1F PARAS. 5-6.1-5-6.6 AS AN ACTION THAT WOULD NORMALLY BE CATEGORICALLY EXCLUDED	X		Projected falls under FAA Order 1050.1F 5-6.4 e
THE PROPOSED ACTION CONSISTS OF:			
Helicopter facilities or operations		X	
Land acquisition		X	
New airport serving general aviation		X	
Access or service road construction		X	
New airport location		X	
New runway		X	
Runway extension, strengthening, reconstruction, resurfacing or widening		X	Apron Reconstruction
Converting prime or unique farmland		X	
Runway Safety Area (RSA) improvements		X	
ILS or ALS installation		X	
Airport development (hangars, terminal expansion)		X	
On-airport aboveground or underground fuel storage tanks		X	
Construction, reconstruction, or relocation of an ATCT		X	
THE PROPOSED ACTION WILL AFFECT:			
Historic/Archeological/Cultural Resources		X	
Section 4(f) or 6(f) resources		X	
Federally listed, endangered, threatened , or candidate species, or designated/proposed critical habitat		X	
Federal, state, tribal, or local natural, ecological, or scenic resources		X	
Wetlands, floodplains, waterways		X	
Energy supply or natural resources		X	
Protected rivers or river segments		X	
Established community(s), planned development, or plans/goals adopted by the local community		X	
Surface vehicular traffic (reduce LOS)		X	
Air quality or violate Federal, state, tribal or local standards		X	
Water quality, a sole source aquifer, public water supply system, or federal, state, or tribal water quality standards		X	
THE PROPOSED ACTION IS LIKELY TO:			
Be Highly Controversial on Environmental Grounds		X	
Be Inconsistent with Federal, state, tribal, or local law relating to environmental aspects		X	
Cause residential or business relocations		X	
Increase noise levels over Noise Sensitive Land Uses within the 65 dBA noise contour or newly include Noise Sensitive Land Uses within the 65 dBA noise contour.		X	
Cause Environmental Justice Impacts		X	
Contain Hazardous Materials or Affect Hazardous Materials/Sites		X	
Create a Wildlife Hazard per AC 150/5200-33		X	
Increase lighting impacts on residential communities or impact the visual nature of surrounding land uses		X	

** Attach detailed explanations or analysis for all "yes" answers on a separate sheet that supports a Categorical Exclusion determination.

Final 8-20-2015

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

SELECTION OF CONSULTANTS

City of Venice

(Sponsor)

Venice Municipal Airport

(Airport)

3-12-0082-016-2017

(Project Number)

Description of Work:

1. Reconstruct Public Use and Mid-Field Aprons - Construction

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. The consultant services contracts clearly establish or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Yes	No	N/A
7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not or will not be used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Venice

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Edward Lavallee

(Typed Name of Sponsor's Designated Official Representative)

City Manager

(Typed Title of Sponsor's Designated Official Representative)

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

DRUG-FREE WORKPLACE

City of Venice

(Sponsor)

Venice Municipal Airport

(Airport)

3-12-0082-016-2017

(Project Number)

Description of Work:

1.Reconstruct Public Use and Mid-Field Aprons - Construction

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been (will be) established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Abide by the terms of the statement; and			

	Yes	No	N/A
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

City of Venice

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Edward Lavallee

(Typed Name of Sponsor's Designated Official Representative)

City Manager

(Typed Title of Sponsor's Designated Official Representative)

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
PROJECT PLANS AND SPECIFICATIONS**

City of Venice

(Sponsor)

Venice Municipal Airport

(Airport)

3-12-0082-016-2017

(Project Number)

Description of Work:

1. Reconstruct Public Use and Mid-Field Aprons - Construction

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Yes	No	N/A
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Venice

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Edward Lavallee

(Typed Name of Sponsor's Designated Official Representative)

City Manager

(Typed Title of Sponsor's Designated Official Representative)

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
EQUIPMENT/CONSTRUCTION CONTRACTS**

City of Venice

(Sponsor)

Venice Municipal Airport

(Airport)

3-12-0082-016-2017

(Project Number)

Description of Work:

1. Reconstruct Public Use and Mid-Field Aprons - Construction

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A code or standard of conduct is (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The bid solicitation clearly and accurately describes (will describe) :			
a. The current Federal wage rate determination for all construction projects, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. All other requirements of the equipment and/or services to be provided.			

	Yes	No	N/A
5. Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances:			
a. Only one qualified person/firm submits a responsive bid,			
b. The contract is to be awarded to other than the lowest responsible bidder,	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Life cycle costing is a factor in selecting the lowest responsive bidder, or			
d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.			
6. All contracts exceeding \$100,000 require (will require) the following provisions:			
a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;			
b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.			
7. All construction contracts contain (will contain) provisions for:			
a. Compliance with the Copeland "Anti-Kick Back" Act, and			
b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. All construction contracts exceeding \$2,000 contain (will contain) the following provisions:			
a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9. All construction contracts exceeding \$10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

11. Appropriate checks have been ~~(will be)~~ made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.

Yes

No

N/A



I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Venice

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Edward Lavallee

(Typed Name of Sponsor's Designated Official Representative)

City Manager

(Typed Title of Sponsor's Designated Official Representative)

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

CONSTRUCTION PROJECT FINAL ACCEPTANCE

City of Venice

(Sponsor)

Venice Municipal Airport

(Airport)

3-12-0082-016-2017

(Project Number)

Description of Work:

1. Reconstruct Public Use and Mid-Field Aprons - Construction

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were (will be) determined to be qualified as well as competent to perform the work.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows:			
a. Work in progress,			
b. Quality and quantity of materials delivered,			
c. Test locations and results,			
d. Instructions provided the contractor,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Weather conditions,			
f. Equipment use,			
g. Labor requirements,			
h. Safety problems, and			
i. Changes required.			
3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:			
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.			
8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. A final project inspection was (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Work in the grant agreement was (will be) physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Applicable close out financial reports have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Venice
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Edward Lavallee
(Typed Name of Sponsor's Designated Official Representative)

City Manager
(Typed Title of Sponsor's Designated Official Representative)

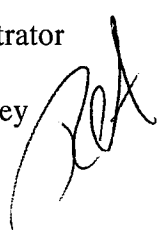
(Date)

SHEET
4
OF
15

FROM THE OFFICE OF
THE CITY ATTORNEY

RECEIVED MAR 29 2013

MEMORANDUM

TO: CHRIS ROZANSKY, Airport Administrator
FROM: ROBERT C. ANDERSON, City Attorney 
DATE: MARCH 27, 2013
RE: AIRPORT TITLE OPINION

The FAA requires a title opinion for the Venice Municipal Airport to be included in the City's grant application for the Runway 4-22 project. You requested that I prepare such an opinion.

Based upon a boundary survey prepared by George F. Young, Inc., we determined that four parcels of property comprise the Venice Municipal Airport. Title reports on each of the four parcels were obtained from the Chicago Title Insurance Company. I relied on the George Young survey and the Chicago Title reports to render my title opinion.

Attached is the original of my title opinion concerning the Venice Municipal Airport.

Should you have any questions concerning this matter, please do not hesitate to contact me.

RCA/dlc

Attachment

Copies (with attachment) to:
Lori Stelzer, City Clerk
Edward F. Lavalley, City Manager

HALL & ANDERSON, P. A.

ATTORNEYS AT LAW

1314 EAST VENICE AVENUE

SUITE E

VENICE, FLORIDA 34285

ROBERT C. ANDERSON

WAYNE C. HALL*

Telephone: (941) 480-0999

Facsimile: (941) 480-1446

Website: www.lawyers.com/ha-law

E-mail: whall@hall-anderson.com

randerson@hall-anderson.com

*Board Certified Wills, Trusts,
and Estates Lawyer

March 27, 2013

The City of Venice
401 West Venice Avenue
Venice, Florida 34285

To Whom it May Concern:

This opinion of title concerns four parcels of property owned by the City of Venice which comprise the Venice Municipal Airport. The legal descriptions of the four parcels are attached as Exhibit "A". I have examined title reports prepared by the Chicago Title Insurance Company for each of the four parcels. Based upon this examination, I am of the opinion that as of the date of this correspondence, fee simple title to the real property described in Exhibit "A" is vested in the City of Venice, a municipal corporation, subject to the following:

Parcel 1

1. Notice of Limitation of Use/Site Dedication recorded in Official Records Instrument No. 1998091157.
2. Drainage Easement recorded in Official Records Instrument No. 2000106161.
3. Grant of Utility Easement recorded in Official Records Instrument No. 2010061392.
4. Restrictions, reservations, covenants and conditions pursuant to Quit-Claim Deeds from the United State of America, as recorded in Deed Book 227, Page 192, Deed Book 240, Page 352, Deed Book 398, Page 347, Official Records Book 55, Page 262, Official Records Book 165, Page 484 Official Records Book 419, Page 719 and Official Records Book 479, Page 495, which include, among other terms, provisions for a right of re-entry, possibility of reverter, right of forfeiture and prior approval of a future purchaser or occupant. Together with provisions set out in Release Deeds by the Federal Aviation Agency recorded in Official Records Book 177, Page 612,

Official Records Book 193, Page 439, Official Records Book 896, Page 871, Official Records Book 964, Page 5, Official Records Instrument No. 1998088086, Official Records Instrument No. 2004032400 and Official Records Instrument No. 2009132288, of the Public Records of SARASOTA County, Florida.

5. Public Road Right of Way Dedication recorded in Official Records Book 502, Page 146, as corrected in Corrective Public Road Right of Way Dedication recorded in Official Records Book 507, Page 551.
6. Resolution No. 241-71 recorded in Official Records Book 889, Page 1127.
7. Interlocal Agreement recorded in Official Records Book 1345, Page 812 and Standard Interlocal Agreement recorded in Official Records Book 2604, Page 469.
8. Easement recorded in Official Records Instrument No. 2001052479.
9. Permanent Right of Way Easement recorded in Official Records Book 2693, Page 448.
10. Underground Easement recorded in Official Records Instrument No. 2011121738.
11. Permanent Drainage Easement recorded in Official Records Book 2693, Page 440.
12. Grant of Easement recorded in Official Records Book 1742, Page 1913.
13. Easement recorded in Official Records Instrument No. 1999166484.
14. Perpetual Easement recorded in Official Records Instrument No. 2000050300.
15. Easement recorded in Official Records Instrument No. 2000055152.
16. Canal Right of Way Easement recorded in Official Records Book 419, Page 897.
17. Public Road Right of Way Dedication recorded in Official Records Book 419, Page 908.
18. Memorandum of Agreement recorded in Official Records Book 301, Page 731.

19. Reservation, restrictions and conditions as contained in Letter from the Federal Aviation Administration recorded in the Official Record Book 964, Page 2.
20. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Venice Airport Subdivision, recorded in Plat Book 20, Page 7, 7A and 7B, of the Public Records of Sarasota County, Florida.
21. Terms and conditions of the lease from City of Venice to Venice Golf Association, Inc. dated 03/04/1958 and recorded in Official Records Book 88, Page 1.
22. Terms and conditions of the Lease from City of Venice to Summa Holdings, Inc. dated 02/09/1999 and recorded in Official Record Instrument No. 2005278648, as assigned in Assignment of Lease recorded in Official Record Instrument No. 2005278649 and assigned in Assignment of Lease recorded in Official Record Instrument No. 2005278650 and further assigned in Assignment of Lease recorded in Official Record Instrument No. 2005278651 and amended in First Amendment to Lease Agreement recorded in Official Record Instrument No. 2005278652.
23. Terms and conditions of the Lease from City of Venice to KRS Aviation, Inc. dated 02/09/1999 as recorded in Official Record Instrument No. 2002131308, as assigned in Assignment of Lease recorded in Official Record Instrument No. 2004126269 and further assigned in Assignment of Lease recorded in Official Record Instrument No. 2004102182, a Memorandum of Lease recorded in Official Record Instrument No. 2004102184 and Amendment to Lease recorded in Official Record Instrument No. 2004224162 and further amended in Memorandum of Amended and Restated Lease recorded in Official Record Instrument No. 2012070967.
24. Terms and conditions of the Lease Agreement from City of Venice to Huffman Aviation, Inc. dated 05/23/1978, as per Addendum to Lease recorded in Official Record Book 2105, Page 1753 and assigned in Assignment and Assumption of Lease recorded in Official Record Book 1980, Page 2754.
25. Terms and conditions of the Lease Agreement from City of Venice to Joe Duncan Enterprises, Inc. dated 06/30/1982, as evidenced by Certificates of Title recorded in Official Record Book 2393, Page 1542 and Official Record Book 2993, Page 2958 and assigned by that certain Assignment of Lease recorded in Official Record Instrument No. 1998066323 and further assigned in Assignment of Lease recorded in Official Record Instrument No. 1998066324.

26. Terms and conditions of the Lease Agreement from City of Venice to Harvey B. Wasserman d/b/a Wass-Air dated 05/23/1999, as evidenced by and assigned in that certain Affidavit recorded in Official Record Instrument No. 2003199010.
27. Terms and conditions of the Lease Agreement from City of Venice to Michael P. Piscopo dated 01/01/1989, as evidenced by Memorandum of Lease recorded in Official Record Book 3026, Page 168 and Collateral Assignment of Lease recorded in Official Record Instrument No. 2003174321.
28. Terms and conditions of the Lease Agreement from City of Venice to Florida Flight Maintenance Center, Inc. dated 10/12/1999, as evidenced by that certain Memorandum of Lease recorded in Official Record Instrument No. 2002104221.
29. Terms and conditions of the Lease Agreement from City of Venice to Huffman Aviation, Inc. dated 09/26/1995, as evidenced by that certain Memorandum of Lease recorded in Official Record Book 2803, Page 189 and Memorandum of Lease recorded in Official Record Instrument No. 2003210223, as assigned in Assignment of Lease attached to Affidavit recorded in Official Record Instrument No. 2009114724.
30. Terms and conditions of the lease from City of Venice to Venice Jet Center, LLC dated 05/23/2006 and recorded in Official Record Instrument No. 2006107331, Supplemental Memorandum of Lease recorded in Official Record Instrument No. 2006160491 and as assigned and assumed in Memorandum of Assignment and Assumption of Lease Agreement recorded in Official Record Instrument No. 2010008863.
31. Terms and conditions of the Lease from City of Venice to A.C. Schmieler dated 11/14/2000 as evidenced by that certain Assignment of Lease recorded in Official Record Instrument No. 2010078558.
32. Terms and conditions of the Lease Agreement from City of Venice to EMCEE Electronics, Inc. dated 08/27/1996 as evidenced by that certain Collateral Assignment of Lessee's Interest in Lease Agreement recorded in Official Record Instrument No. 2004055379.
33. Terms and conditions of the Lease from City of Venice to Owen P. Mills dated 08/03/1999 as evidenced by that certain Assignment of Lease, Acceptance and Assumption of Lease recorded in Official Record Instrument No. 2011142914.

34. Terms and conditions of the Lease Agreement from City of Venice to Shamrock Enterprises dated 02/08/1984 as evidenced by that certain Agreement recorded in Official Record Book 1693, Page 1515.
35. Terms and conditions of the unrecorded Lease Agreement from City of Venice to Sarasota County Sheriff's Office.
36. Leasehold Mortgage, Security Agreement and Assignment of Rents between Venice Golf Association, Inc. and First National Bank of Florida d/b/a West Coast Guaranty Bank recorded in Official Record Instrument No. 2002061785.
37. Leasehold Mortgage and Security Agreement between Purdy Enterprises, Inc. and Englewood Bank recorded in Official Record Book 3026, Page 170, as modified by Mortgage Modification recorded in Official Record Instrument No. 2002168228.
38. Junior Lien Leasehold Mortgage between Florida Flight Maintenance, Inc. and Glenn Goodman recorded in Official Record Instrument No. 2009011883.
39. UCC Financing Statement between Florida Flight Maintenance, Inc. and Glenn Goodman recorded in Official Record Instrument No. 2009011884.
40. Leasehold Mortgage and Security Agreement between Florida Flight Maintenance, Inc. and Glenn Goodman recorded in Official Record Instrument No. 2009011882, Collateral Assignment of Note and Leasehold Mortgage recorded in Official Record Instrument No. 2009011911 and Collateral Assignment of Note and Leasehold Mortgage recorded in Official Record Instrument No. 2009063504, UCC Financing Statement Assignment recorded in Official Record Instrument No. 2009070755 and UCC Financing Statement Assignment recorded in Official Record Instrument No. 2009011912.
41. Mortgage on Leasehold Interest between BVK, Inc. and Regions Bank recorded in Official Record Instrument No. 2012063643, Assignment of Rents recorded in Official Record Instrument No. 2012063644 and UCC Financing Statement Assignment recorded in Official Record Instrument No. 2012063645.
42. Mortgage on Leasehold Interest between BVK, Inc. and Raymond V. Purcell and Carolyn L. Purcell, husband and wife recorded in Official Record Instrument No. 2010078560.

43. Conditional Mortgage Leasehold Interest between BVK, Inc. and A.C. Schmieler recorded in Official Record Instrument No. 2010078559.
44. Mortgage on Leasehold Interest between BVK, Inc. and Regions Bank recorded in Official Record Instrument No. 2012009065, Assignment of Rents recorded in Official Record Instrument No. 2012009066 and UCC Financing Statement recorded in Official Record Instrument No. 2012009067 and Official Record Instrument No. 2012009068.
45. Mortgage Leasehold and Security Agreement between VAS Leasing Company, LLC and Venice Aviation Services, Inc. and Suncoast Schools Federal Credit Unit recorded in Official Record Instrument No. 2009114725, Collateral Assignment of Rents, Leases, Profits and Contracts recorded in Official Record Instrument No. 2009114726, Security Agreement recorded in Official Record Instrument No. 2009114727 and UCC Financing Statement recorded in Official Record Instrument No. 2009114728.
46. UCC Financing Statement between Florida Flight Maintenance, Inc. and The Bank of Commerce recorded in Official Record Instrument No. 2008020117.

Parcel 2

1. Resolution creating erosion control line recorded in Official Records Book 2567, Page 1152.
2. Notice of Limitation of Use/Site Dedication recorded in Official Records Instrument No. 1998091157.
3. Terms, conditions and provision of Chapter 62B-34.170 Florida Administrative Code for General Permits for Activities Seaward of the Coastal Construction Control Line recorded in Official Records Instrument No. 2010059047.
4. Drainage Easement recorded in Official Records Instrument No. 2000106161.
5. Grant of Utility Easement recorded in Official Records Instrument No. 2010061392.

6. Restrictions, reservations, covenants and conditions pursuant to Quit-Claim Deeds from the United State of America, as recorded in Deed Book 227, Page 192, Deed Book 240, Page 352, Deed Book 398, Page 347, Official Records Book 55, Page 262, Official Records Book 165, Page 484 Official Records Book 419, Page 719 and Official Records Book 479, Page 495, which include, among other terms, provisions for a right of re-entry, possibility of reverter, right of forfeiture and prior approval of a future purchaser or occupant. Together with provisions set out in Release Deeds by the Federal Aviation Agency recorded in Official Records Book 177, Page 612, Official Records Book 193, Page 439, Official Records Book 896, Page 871, Official Records Instrument No. 1998088086, Official Records Instrument No. 2004032400 and Official Records Instrument No. 2009132288, of the Public Records of SARASOTA County, Florida.
7. Public Road Right of Way Dedication recorded in Official Records Book 419, Page 908.
8. Canal Right of Way Easement recorded in Official Records Book 419, Page 897.
9. Terms and conditions of the lease from City of Venice to Venice Golf Association, Inc. dated 03/04/1958 and recorded in Official Records Book 88, Page 1.
10. Leasehold Mortgage, Security Agreement and Assignment of Rents between Venice Golf Association, Inc. and First National Bank of Florida d/b/a West Coast Guaranty Bank recorded in Official Record Instrument No. 2002061785.
11. Public Road Right of Way Dedication recorded in Official Records Book 502, Page 146, as corrected in Corrective Public Road Right of Way Dedication recorded in Official Records Book 507, Page 551.
12. Resolution No. 241-71 recorded in Official Records Book 889, Page 1127.
13. Interlocal Agreement recorded in Official Records Book 947, Page 1640 and Standard Interlocal Agreement recorded in Official Records Book 2604, Page 469.

Parcel 3

1. Resolution creating erosion control line recorded in Official Records Book 2567, Page 1152.
2. Notice of Limitation of Use/Site Dedication recorded in Official Records Instrument No. 1998091157.
3. Terms, conditions and provision of Chapter 62B-34.170 Florida Administrative Code for General Permits for Activities Seaward of the Coastal Construction Control Line recorded in Official Records Instrument No. 2010059047.
4. Drainage Easement recorded in Official Records Instrument No. 2000106161.
5. Grant of Utility Easement recorded in Official Records Instrument No. 2010061392.
6. Restrictions, reservations, covenants and conditions pursuant to Quit-Claim Deeds from the United State of America, as recorded in Deed Book 227, Page 192, Deed Book 240, Page 352, Deed Book 398, Page 347, Official Records Book 55, Page 262, Official Records Book 165, Page 484 Official Records Book 419, Page 719 and Official Records Book 479, Page 495, which include, among other terms, provisions for a right of re-entry, possibility of reverter, right of forfeiture and prior approval of a future purchaser or occupant. Together with provisions set out in Release Deeds by the Federal Aviation Agency recorded in Official Records Book 177, Page 612, Official Records Book 193, Page 439, Official Records Book 896, Page 871 Official Records Instrument No. 1998088086, Official Records Instrument No. 2004032400 and Official Records Instrument No. 2009132288, of the Public Records of SARASOTA County, Florida.
7. Public Road Right of Way Dedication recorded in Official Records Book 419, Page 908.
8. Canal Right of Way Easement recorded in Official Records Book 419, Page 897.
9. Terms and conditions of the lease from City of Venice to Venice Golf Association, Inc. dated 03/04/1958 and recorded in Official Records Book 88, Page 1.

10. Leasehold Mortgage, Security Agreement and Assignment of Rents between Venice Golf Association, Inc. and First National Bank of Florida d/b/a West Coast Guaranty Bank recorded in Official Record Instrument No. 2002061785.
11. Public Road Right of Way Dedication recorded in Official Records Book 502, Page 146, as corrected in Corrective Public Road Right of Way Dedication recorded in Official Records Book 507, Page 551.
12. Resolution No. 241-71 recorded in Official Records Book 889, Page 1127.
13. Interlocal Agreement recorded in Official Records Book 947, Page 1640 and Standard Interlocal Agreement recorded in Official Records Book 2604, Page 469.
14. Interlocal Cooperative Agreement for Emergency Fire Service recorded in Official Records Book 2258, Page 1343.
15. Utility Easement recorded in Official Records Instrument No. 2003211955.
16. Easement recorded in Official Records Instrument No. 2001052479.
17. Permanent Right of Way Easement recorded in Official Records Book 2693, Page 448.
18. Underground Easement recorded in Official Records Instrument No. 2011121738.
19. Terms and conditions of the Sovereignty Submerged Lands Lease from Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to City of Venice, Florida dated 04/22/2003 and recorded as Official Record Instrument No. 2003086207 and Sovereignty Submerged Lands Lease Renewal and Modification dated 05/08/2008 recorded in Official Records Instrument No. 2008068307.
20. Permanent Drainage Easement recorded in Official Records Book 2693, Page 440.

Parcel 4

1. Resolution creating erosion control line recorded in Official Records Book 2567, Page 1152.

2. Notice of Limitation of Use/Site Dedication recorded in Official Records Instrument No. 1998091157.
3. Terms, conditions and provision of Chapter 62B-34.170 Florida Administrative Code for General Permits for Activities Seaward of the Coastal Construction Control Line recorded in Official Records Instrument No. 2010059047.
4. Drainage Easement recorded in Official Records Instrument No. 2000106161.
5. Grant of Utility Easement recorded in Official Records Instrument No. 2010061392.
6. Restrictions, reservations, covenants, easements and conditions pursuant to Quit-Claim Deeds from the United State of America, as recorded in Deed Book 227, Page 192, Deed Book 240, Page 352, Deed Book 398, Page 347, Official Records Book 55, Page 262, Official Records Book 165, Page 484 Official Records Book 419, Page 719 and Official Records Book 479, Page 495, which include, among other terms, provisions for a right of re-entry, possibility of reverter, right of forfeiture and prior approval of a future purchaser or occupant. Together with provisions set out in Release Deeds by the Federal Aviation Agency recorded in Official Records Book 177, Page 612, Official Records Book 193, Page 439, Official Records Book 896, Page 871 Official Records Instrument No. 1998088086, Official Records Instrument No. 2004032400 and Official Records Instrument No. 2009132288, of the Public Records of SARASOTA County, Florida.
7. Public Road Right of Way Dedication recorded in Official Records Book 502, Page 146, as corrected in Corrective Public Road Right of Way Dedication recorded in Official Records Book 507, Page 551.
8. Resolution No. 241-71 recorded in Official Records Book 889, Page 1127.
9. Interlocal Agreement recorded in Official Records Book 947, Page 1640 and Standard Interlocal Agreement recorded in Official Records Book 2604, Page 469.
10. Interlocal Cooperation Agreement for Emergency Fire Service recorded in Official Records Book 2258, Page 1343.
11. Easement recorded in Official Records Instrument No. 2001052479.

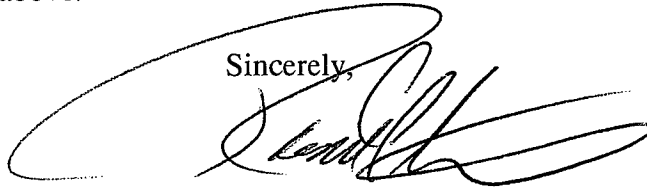
12. Permanent Right of Way Easement recorded in Official Records Book 2693, Page 448.
13. Terms and conditions of the Sovereignty Submerged Lands Lease from Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to City of Venice, Florida dated 04/22/2003 and recorded as Official Record Instrument No. 2003086207 and Sovereignty Submerged Lands Lease Renewal and Modification dated 05/08/2008 recorded in Official Records Instrument No. 2008068307.
14. Permanent Drainage Easement recorded in Official Records Book 2693, Page 440.

All recording references refer to the public records of Sarasota County, Florida unless otherwise noted.

The leases and agreements identified above do not adversely affect the City's possession and control of the airport or interfere with its ability to carry out the obligations and covenants set forth in the project application.

Based upon my examination of the title reports, I have identified no legal deficiencies in the City's title except as noted above.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert C. Anderson', with a large, sweeping flourish above it.

Robert C. Anderson
City Attorney

RCA/dlc

cc: Lori Stelzer, City Clerk
Edward F. Lavalley, City Manager
Chris Rozansky, Airport Administrator

EXHIBIT "A"

Parcel 1

Parcel 1 (Taken from Quit Claim Deed dated the 10th day of June, 1947, between THE UNITED STATES OF AMERICA, acting by and through the War Assets Administrator and the City of Venice, recorded in Deed Book 227, Page 192 of the Public Records of Sarasota County, Florida)

All of Section 19, Township 39 South, Range 19 East, excepting that tract lying along the Gulf of Mexico reserved by the government for use by Intercoastal Waterway and more particularly described as follows:

Beginning at the N.W. corner of Section 19, Township 39 South, Range 19 East, and extending in an Easterly direction along the North side of said Section 19 for a distance of 160 feet; thence South 16°54'15" East, for a distance of 5,290 feet; thence South 27°20'03" East to the South side of said Section 19; thence West to the S.W. corner of said Section 19; thence North along the West side of said Section 19, to the POINT OF BEGINNING at the N.W. corner of Section 19, Township 39 South, Range 19 East.

The West 1340 feet of Section 20, Township 39 South, Range 19 East, lying South of U.S. Highway #41.

Also a strip of land 50 feet in width comprising the right-of-way for an entrance road known as "E" street and located in the Southeast 1/4 of Section 18, Township 39 South, Range 19 East; said tract runs Northerly from the North boundary line of airport property to U.S. Highway #41.

Parcel 2

Parcel 2 (Taken from Quit Claim Deed dated the 21st day of August, 1957, between THE UNITED STATES OF AMERICA, acting by and through the Administrator of General Assets, and the City of Venice recorded in Official Records Book 55, Page 262 of the Public Records of Sarasota County, Florida)

The NW 1/4 of the NW 1/4 of Section 29; and that part of the N 1/2 of the NE 1/4, and the N 1/2 of Government Lot 1 in Section 30, Township 39 South, Range 19 East, in Sarasota county, Florida, lying East of a line, which is more particularly described as follows:

Beginning at the NW corner of Section 19, Township 39 South, Range 19 East; thence Easterly, along the North line of said Section 19, 160 feet to a point; thence South 16°54'15" East, 5,290 feet to a point; thence South 27°20'03" East to the South line of said Section 19, which point is also on the North line of said N 1/2 of Government Lot 1 in Section 30; thence continue South 27°20'03" East to a point on the South line of the N 1/2 of the NE 1/4 of said Section 30.

Parcel 3

Parcel 3 (Taken from Quit Claim Deed dated the 25th day of May, 1959, between THE UNITED STATES OF AMERICA, acting by and through the Administrator of General Assets, and the City of Venice recorded in Official Records Book 165, Page 484 of the Public Records of Sarasota County, Florida)

Commence at the Northwest corner of Section 19, Township 39 South, Range 19 East, Sarasota county, Florida, for a point of reference.

From said point of reference, run East along the North line of Section 19, 160 feet to a point; thence South $16^{\circ}54'15''$ East, 2,010.48 feet, more or less, to the centerline of the East-West runway of Venice Air Field and the POINT OF BEGINNING of the property hereby conveyed; from said POINT OF BEGINNING, continue South $16^{\circ}54'15''$ East, a distance of 2,915 feet, more or less, to a point; thence South $27^{\circ}20'03''$ East, 2,277 feet, more or less, to a point; thence run in a Westerly direction parallel to the South line of Section 19 to a monument at the high water line of the Gulf of Mexico; thence run Northwesterly 1,500 feet, more or less, along said high water line to a point on the South line of Section 19; thence run Northwesterly 2,500 feet, more or less, along the high water line to a point on the East line of Section 24; thence run Northwesterly 1,000 feet, more or less, to a point of intersection of the high water line and the centerline of the East-West runway of Venice Air Field, extended; thence run Easterly along the centerline, extended of said East-West runway, a distance of 1,100 feet, more or less, to the POINT OF BEGINNING.

Parcel 4

Parcel 4 (Taken from Quit Claim Deed dated the 14th day of April, 1964, between THE UNITED STATES OF AMERICA, acting by and through the Administrator of General Assets, and the City of Venice recorded in Official Records Book 479, Page 495 of the Public Records of Sarasota County, Florida)

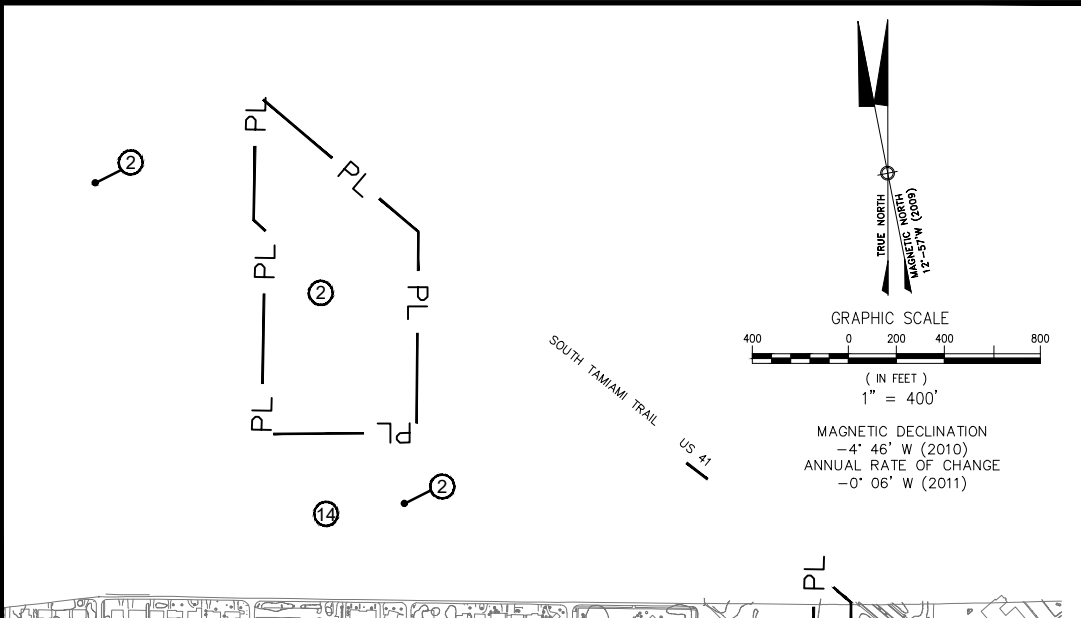
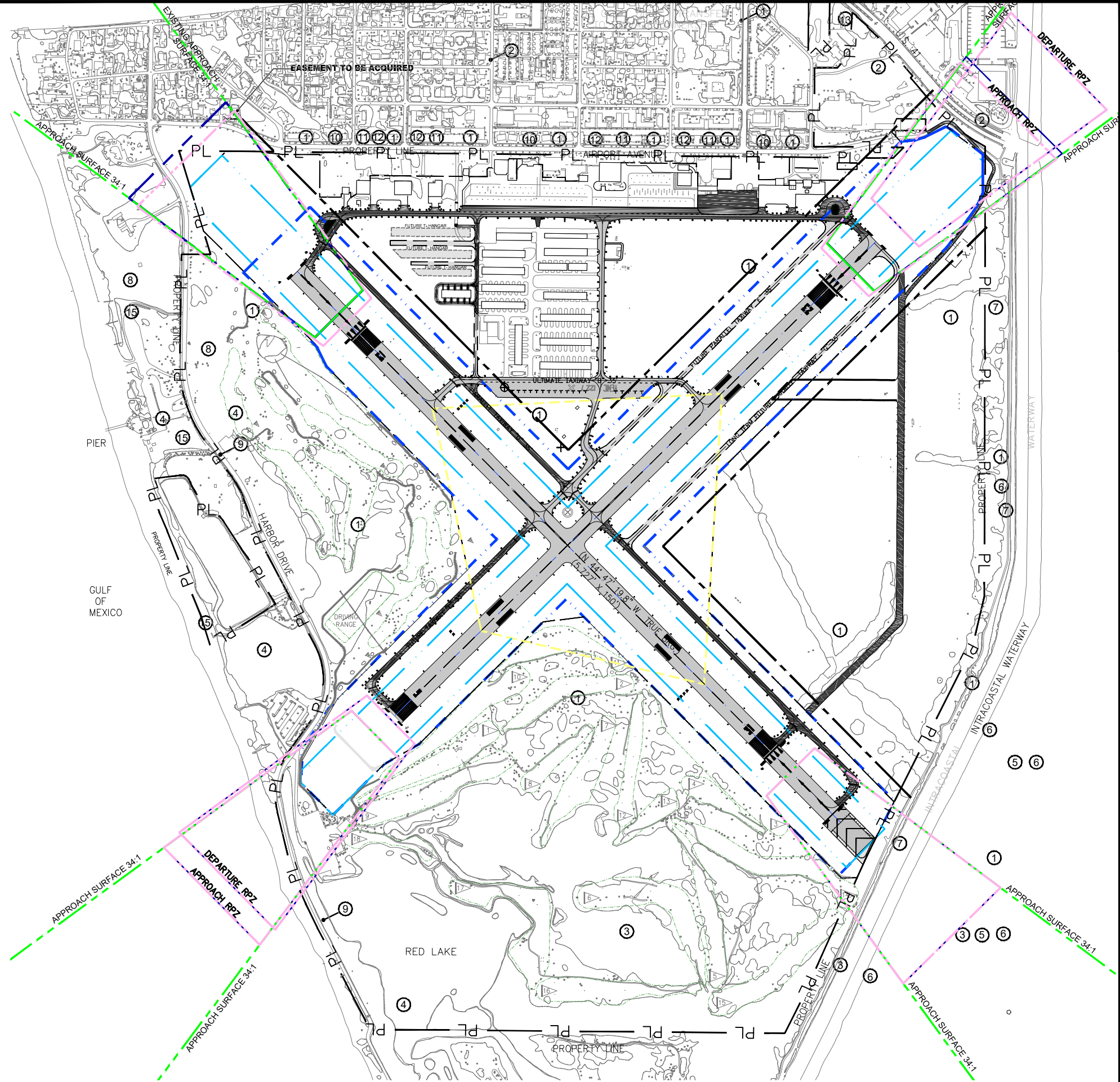
That certain property situate, lying in Section 19, Township 39 South, Range 19 East, and Section 24, Township 39 South, Range 19 East, in the County of Sarasota, in the State of Florida, and being more particularly described as follows:

At a point of reference, commence at the Northwest corner of said Section 19; thence run Easterly along the North line of said Section 19, a distance of 160 feet to a point; thence South $16^{\circ}54'15''$ East, 1,000 feet to the POINT OF BEGINNING of the property hereby conveyed; from said POINT OF BEGINNING, continue South $16^{\circ}54'15''$ East, 1,010.48 feet to a point on the centerline of the East-West runway of Venice air field; thence North $89^{\circ}59'29''$ West along the extended centerline of said East-West runway, 1,100 feet, more or less, to the high water mark of the Gulf of Mexico; thence Northwesterly along said high water mark, a distance of 1,010 feet, more or less, to a point which bears Westerly from the POINT OF BEGINNING; thence Easterly parallel to the North Line of said Sections 19 and 24, 1,100 feet, more or less, to the POINT OF BEGINNING;

Together with a perpetual and assignable easement for clear zone purposes in, over and above the following described land, upon which future construction of buildings or portions thereof, other structure or portions thereof, land embankments of earth, and or other materials shall be restricted to a height not exceeding twenty feet (20') from existing ground level, and the continuing perpetual right to cut and/or remove trees, bushes, shrubs, or other perennial growth or undergrowth which may now or hereafter infringe upon said clear zone, together with the right of unrestricted ingress, egress and passage on, over and through the land for the purpose of exercising the easement rights herein above specified, to wit:

As a point of reference, commence at the Northwest corner of Section 19, Township 39 South, Range 19 East; thence run Easterly along the North line of said Section 19, 160 feet to a point; thence South $16^{\circ}54'15''$ East, a distance of 2,010.48 feet to a point on the centerline of the East-West runway at Venice Airfield; thence North $89^{\circ}59'29''$ West, along the extended centerline of said East-West runway, 960 feet to the POINT OF BEGINNING; from said POINT OF BEGINNING run due South to an intersection with the high water mark of the Gulf of Mexico; thence Northwesterly along said high water mark to a point which bears North $89^{\circ}59'29''$ West from the POINT OF BEGINNING; thence South $89^{\circ}59'29''$ East to the POINT OF BEGINNING.

SEE INSET "A" THIS SHEET






INSET "A"

AIRPORT DEEDS						
KEY#	DATE	GRANTOR	GRANTEE	TYPE OF DEED	RECORDED	
①	6/10/47	UNITED STATES	CITY OF VENICE	QUITCLAIM	BK 227	PG 192
	7/31/59	UNITED STATES	CITY OF VENICE	RELEASE	OR 177	PG 612
②	7/07/48	UNITED STATES	CITY OF VENICE	QUITCLAIM	BK 240	PG 352
	12/20/67	VENICE LAND CO.	CITY OF VENICE	QUITCLAIM	OR 715	PG 22
③	8/21/57	UNITED STATES	CITY OF VENICE	QUITCLAIM	OR 55	PG 262
	10/29/59	UNITED STATES	CITY OF VENICE	RELEASE	OR 193	PG 439
④	5/25/59	UNITED STATES	CITY OF VENICE	QUITCLAIM	OR 165	PG 484
⑤	6/11/59	CITY OF VENICE	WCND	QUITCLAIM	OR 206	PG 19
	4/01/63	CITY OF VENICE	WCND	QUITCLAIM	OR 419	PG 716
	4/09/63	CITY OF VENICE	WCND	QUITCLAIM	OR 419	PG 892
⑥	3/28/63	UNITED STATES	CITY OF VENICE	RELEASE	OR 419	PG 719
⑦	4/10/63	CITY OF VENICE	PUBLIC	RIGHT-OF-WAY	OR 419	PG 908
⑧	4/14/64	UNITED STATES	CITY OF VENICE	QUITCLAIM	OR 479	PG 495
⑨	10/29/64	CITY OF VENICE	PUBLIC	RIGHT-OF-WAY	OR 502	PG 146
	12/02/64	CITY OF VENICE	PUBLIC - CORRECTION	RIGHT-OF-WAY	OR 507	PG 551
⑩	5/14/71	UNITED STATES	CITY OF VENICE	RELEASE	OR 896	PG 871
⑪	6/08/72	UNITED STATES	CITY OF VENICE	RELEASE	OR 964	PG 5
⑫	11/21/72	UNITED STATES	CITY OF VENICE	RELEASE	OR 981	PG 366
⑬	7/25/96	CITY OF VENICE	ITALIAN AMERICAN	RELEASE	BK 2972	PG 371
⑭	2/10/98	CITY OF VENICE	CITY OF VENICE - CHUCK REITER PK.	RELEASE	BR 3073	PG 2752
⑮	6/15/98	CITY OF VENICE	CITY OF VENICE - BROHARD PK.	RELEASE	1998088086	

NOTE: RUNWAY 4-22 TO BE RE-MARKED TO 5-23 DURING RUNWAY REHABILITATION PROJECT.

SOURCE: 1999 ALP PROPERTY MAP. CITY IS PRESENTLY UPDATING PROPERTY MAP AND SURVEY INFORMATION.

THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THESE DOCUMENTS BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED HEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.

REVISIONS BY		NO.	REVISION	BY	APP.	DATE
 AMERICAN INFRASTRUCTURE DEVELOPMENT, INC. SUITE 170, TAMPA, FL 33624 OFFICE: 813-374-2200 FAX: 813-374-8905		1	Runway 13-31 RPZ Improvements	RRC	LJM	04/04/16
FINAL						
VENICE MUNICIPAL AIRPORT CITY OF VENICE, FLORIDA						
PROPERTY MAP						
		DRAWN:	CHKD:	DATE:	PROJECT NO.	
		WA/KA	LM/MG	06/28/2011	DY401.00	
		DY CONSULTANTS PLANNERS & ENGINEERS 401 FRANKLIN AVENUE, SUITE 318, GARDEN CITY, NY 11530 Tel No. (516) 625-9800 Fax No. (516) 625-9816				SHEET
						14 OF 15

AGREEMENT FOR CONSULTANT SERVICES

This Agreement is made this 12 day of July, 2016, between the City of Venice, a Florida municipal corporation (“OWNER”), and American Infrastructure Development, Inc. a Florida Corporation located in Tampa, FL and authorized to work in the State of Florida (“CONSULTANT”).

WITNESS:

Whereas the OWNER desires to Reconstruct Public Use and Midfield Aprons at Venice Municipal Airport, and the CONSULTANT is willing to perform those services.

Therefore, in consideration of the premises and agreements contained herein, the parties agree as follows:

ARTICLE I

Description of Project

The OWNER intends to design and permit the reconstruction of the public apron areas and reconfigure the existing tie-down areas to rehabilitate the existing pavements, increase aircraft parking and improve functionality of the Airport Apron Areas at Venice Municipal Airport (the “Project”) as described in Exhibit A. 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 construction contract;
2. Coordination with survey and geotechnical Subconsultants;
3. Coordination with the OWNER, Florida Department of Transportation (FDOT), and Federal Aviation Administration (FAA);
4. Preparation of minutes of meetings;
5. Program verification and site investigations;

6. Design and preparation of the construction front-end contract documents provided by the OWNER and FAA;
7. Preparation of the Engineer's Report and construction cost estimates;
8. Bidding and award assistance; and
9. Construction phase services.

ARTICLE II

Term

The Agreement shall commence immediately upon execution by both the OWNER and the CONSULTANT and shall continue through completion and acceptance by the OWNER of the Project.

ARTICLE III

Consultant's Scope of Services

The CONSULTANT shall perform professional Engineering services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in the Scope of Services contained in Exhibit A including the proposed schedule, the City's Request for Qualifications RFQ Number 3030-16, and CONSULTANT's proposal submittal in response to same, which is attached to this Agreement and by this reference made a part of it as Exhibit E.

ARTICLE IV

Changes in Scope

If changes occur either in the CONSULTANT'S Scope of Services or the Description of the Project, a supplemental agreement shall be negotiated at the request of either party.

ARTICLE V

Consultant's Fee

As compensation for Basic Services as described in Exhibit B of this Agreement, and for services required in the fulfillment of Article II of this Agreement, the CONSULTANT shall be paid a "Basic Fee," which shall constitute full and complete payment for these services and all expenditures that may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall be a Not to Exceed amount of **two hundred three thousand, eight hundred sixty-one dollars and 00/100's (\$203,861.00) for Design and Bidding Phase Services.** With a separate notice-to-proceed, the CONSULTANT shall be paid a Not to Exceed amount of **two hundred eighty-five thousand, one hundred fifty-four dollars and 00/100's (\$285,154.00) for Construction Phase Services.** The total Not to Exceed amount for these services is **four hundred eighty-nine thousand, fifteen dollars and 00/100's (\$489,015.00).**

Payment Schedule for Basic Fee.

The Basic Fee shall be paid in installments as the CONSULTANT'S work progresses based on invoices submitted by the CONSULTANT no more frequently than monthly based on task percent completion as outlined in Exhibit B.

Certified Cost Records.

The CONSULTANT shall furnish certified cost records for all billings pertaining to other than lump sum fees to substantiate all charges. For those purposes, the books of account for the CONSULTANT shall be subject to audit by the OWNER. The CONSULTANT shall complete work and cost records for all billings on those forms and in that manner as will be satisfactory to the OWNER.

ARTICLE VI

Ownership of Plans and Documents: Records

The field notes, design notes, original drawings, as instruments of service, are and shall remain, the property of the CONSULTANT; however, the OWNER shall be furnished, at no additional cost, three paper copies and one digital copy of all plans. Copies of all field documentation shall be provided to the OWNER.

The OWNER shall make copies for the use of the CONSULTANT, of all of its maps, records, laboratory tests or other data pertinent to the work to be performed by the CONSULTANT under this Agreement, and also make available any other maps, records or other materials available to the OWNER from any other public agency or body.

The CONSULTANT shall furnish to the OWNER, copies of all maps, records, field notes and soil tests that were developed in the course of work for the OWNER and for which compensation has been received by the CONSULTANT.

ARTICLE VII

Termination

This Agreement may be terminated by either party upon fifteen (15) days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.

This Agreement may be terminated by the OWNER for its convenience upon thirty (30) days' prior written notice to the CONSULTANT.

In the event of termination, as provided in this Article, the CONSULTANT shall be paid compensation in full, for services performed to the date of that termination, an amount calculated

in accordance with Article IV of this Agreement. Such amount shall be paid by the OWNER upon the CONSULTANT's delivering or otherwise making available to the OWNER, all data, drawings, specifications, reports, estimates, summaries and that other information and materials as may have been accumulated by the CONSULTANT in performing the services included in this Agreement, whether completed or in progress.

ARTICLE VIII

Assignment

This Agreement shall not be assignable except at the written consent of the parties, and if so assigned, shall be binding upon the successors and assigns of the parties.

Article IX

Indemnity

The CONSULTANT shall indemnify and hold harmless OWNER 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.

ARTICLE X

Prohibition Against Contingent Fees

The CONSULTANT warrants that he or she 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 Agreement and that he or she 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 other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE XI

Insurance

The CONSULTANT agrees to procure and maintain at its expense until final payment by the OWNER for services covered by this Agreement, insurance in the kinds and amounts provided in the specifications in Exhibit C INSURANCE REQUIREMENTS with insurance companies authorized to do business in the State of Florida, covering all operations under this Agreement, whether performed by it or its agent. Before commencing the work, the CONSULTANT shall furnish to the OWNER a certificate or certificates in form satisfactory to the OWNER, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or canceled until at least thirty (30) day's prior written notice shall have been given to the OWNER.

ARTICLE XII

Discrimination Prohibited

In performing the services required under this Agreement, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap.

ARTICLE XIII

Public Records

CONSULTANT agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the OWNER in order to perform the Engineering Services; upon the request of the OWNER's Custodian of Public Records, by providing the OWNER with copies of or access to public records on the same terms and

conditions that OWNER would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the AGREEMENT and following completion of the AGREEMENT if the CONSULTANT does not transfer the records to the OWNER; and upon completion of the AGREEMENT by transferring, at no cost, to OWNER all public records in possession of CONSULTANT or by keeping and maintaining all public records required by the OWNER to perform the Engineering Services. If the CONSULTANT transfers all public records to the OWNER upon completion of the AGREEMENT, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the AGREEMENT, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OWNER, upon request from the OWNER's custodian of public records, in a format that is compatible with the information technology systems of the OWNER.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, LSTELZER@VENICEGOV.COM.

ARTICLE XIV

Venue and Governing Law; Other Provisions

The laws of the State of Florida shall govern all provisions of this Agreement. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties as a result of this Agreement or any other document or act required by this Agreement, the prevailing party shall be entitled to recover attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, appellate, and/or bankruptcy proceeding, as well as, attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

The parties acknowledge that due to federal funding for this contract, all Provisions included in Exhibit D shall apply to this Project.

The parties acknowledge that issuance of a Notice to Proceed is contingent upon the OWNER's receipt of grants from the FAA and the FDOT pertaining to the Project described herein.

ARTICLE XV

Entire Agreement

This contract and the contract documents constitute the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This contract shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties to the Agreement have hereunto set their hands and seals and have executed this agreement, the day and year first above written.

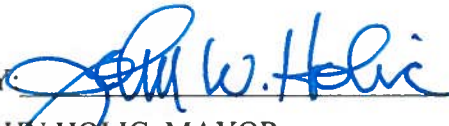
(SEAL)

ATTEST:

CITY OF VENICE

IN SARASOTA COUNTY, FLORIDA


CITY CLERK

BY: 
JOHN HOLIC, MAYOR

ATTEST:

AMERICAN INFRASTRUCTURE
DEVELOPMENT, INC.



BY: 

Mandi Sue Rains
Signed by (typed or printed)

Sabina C. Mohammadi
Signed by (typed or printed)

Approved as to Form and Correctness

Approved By City Council

Date: 7/12/2016



David Persson, City Attorney

EXHIBIT A

SCOPE OF SERVICES

**EXHIBIT A
SCOPE OF SERVICES**



**RECONSTRUCT PUBLIC USE AND MID-FIELD APRONS
VENICE MUNICIPAL AIRPORT**

Scope of Services

The OWNER intends to design and permit the reconstruction of the public apron areas and reconfigure the existing tie-down areas to rehabilitate the existing pavements, increase aircraft parking and improve functionality of the Airport Apron Areas at Venice Municipal Airport. This project will consist of three apron areas identified in Figure 1. Project elements will include the following:

1. Demolish and reconstruct the west public use apron (concrete).
2. Demolish and reconstruct the east public use apron (concrete).
3. Demolish and reconstruct the mid-field apron tie-down apron (asphalt).

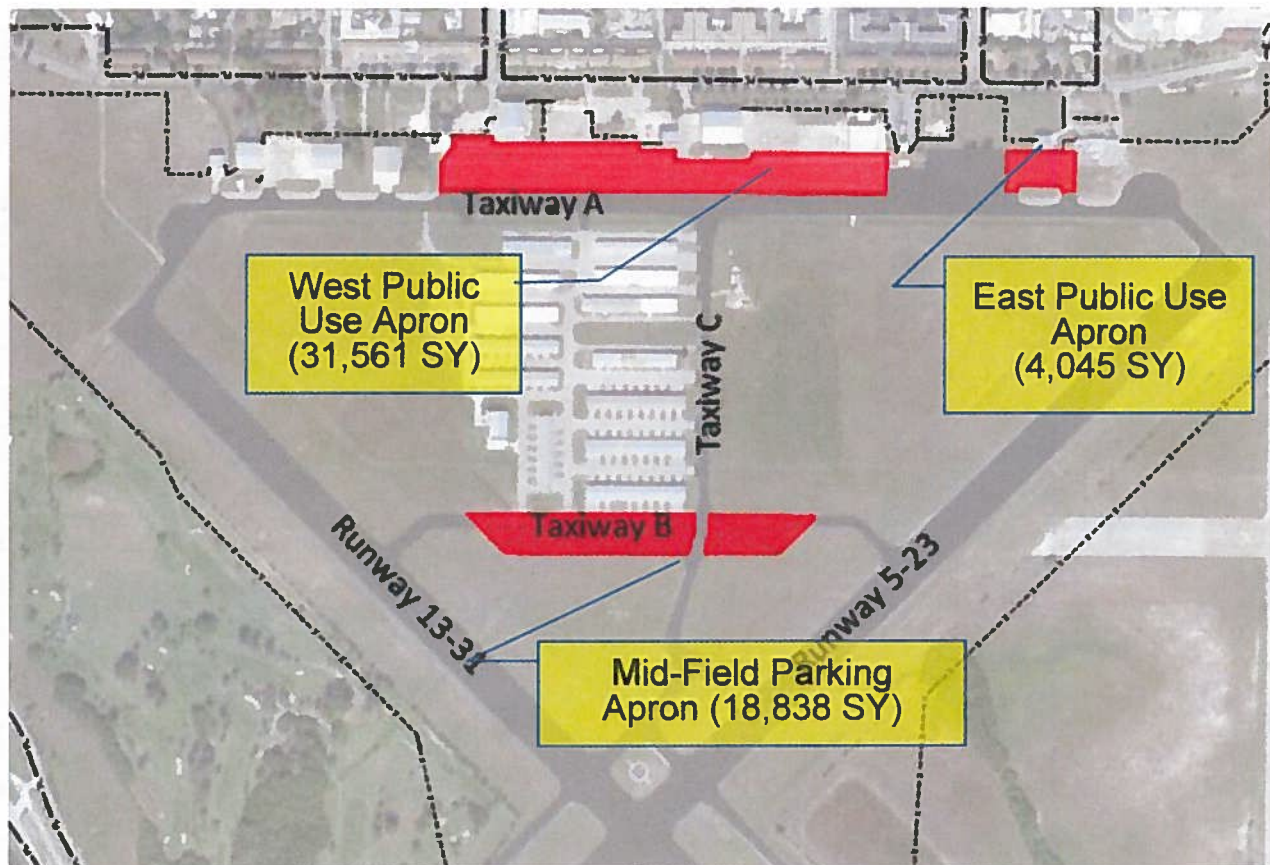


Figure 1 – Apron Reconstruction Areas

EXHIBIT A SCOPE OF SERVICES

Project Background

The project will provide construction documents to reconstruct the failing apron pavement and increase aircraft parking capacity. In addition, it will reconstruct the existing tie-down area and midfield aircraft parking area to meet current FAA criteria for ADG-II aircraft per AC 150/5300-13A. The 2015 FDOT Pavement Condition Survey rated the Apron pavements at VNC in poor condition with an overall rating of 43. Individual measurements on the aprons ranged from "serious" (PCI 22) on the mid-field Apron to "very poor" (PCI 33) on the west public use apron. The east apron was rated as failed with a PCI rating of (2).

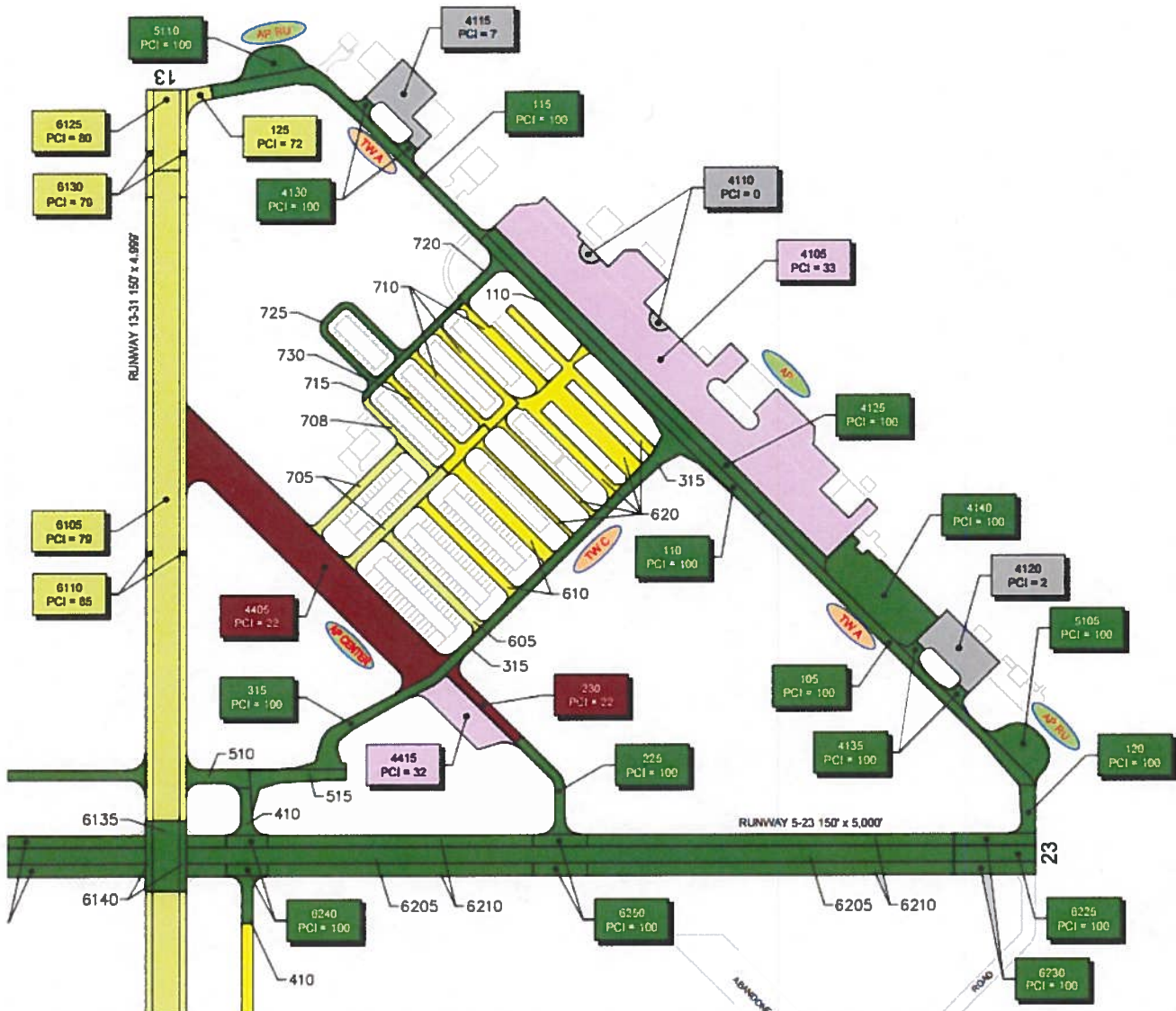


Figure 2 – 2015 FDOT District 1 Pavement Management Program

EXHIBIT A SCOPE OF SERVICES



General Information

All three areas of apron reconstruction will be designed concurrently, but may be broken out into phases or separate packages as funding allows. This design scope will include design phase services to complete bidding and permit documents for one package with multiple bid alternates. Additional re-bidding services have not been included in this scope. Design elements of the three apron areas are described below.

East Public Use Apron

- a) Demolish existing 4,045 SY Concrete Apron
- b) Re-work and re-use existing base course, including investigating potential use of reclaimed PCC base
- c) Remove existing cable tie-down system
- d) Provide new asphalt surface course
- e) Design and layout new three-point tie-down anchors
- f) Design pavement markings
- g) Site grading and drainage design

West Public Use Apron

- a) Demolish existing 31,561 SY Concrete Apron
- b) Re-work and re-use of existing base course, including investigating potential use of reclaimed PCC base
- c) Provide new asphalt surface course
- d) Design and layout new three-point tie-down anchors
- e) Design pavement markings
- f) Site grading and drainage design

Mid-Field Parking Apron

- a) Demolish existing 18,838 SY Asphalt Taxiway and Apron parking
- b) Re-work and re-use existing base course, including investigating potential use of reclaimed full depth reclaimed asphalt base (FDR)
- c) Provide new asphalt surface course
- d) Tie-Down layout and design
- e) Re-designate Taxiway B to an apron edge Taxilane per the current Airport Layout Plan (ALP)
- f) Design pavement markings
- g) Site Grading and Drainage design

No impervious areas will be added to the project and there is no stormwater permit anticipated for this project. General services will include coordination and due-diligence with permitting

**EXHIBIT A
SCOPE OF SERVICES**



agencies, including SWFWMD, but efforts for an environmental resource permit modification have not been included in this scope.

Existing topographic survey obtained from recent projects will be utilized to the extent possible and additional survey will be provided by Cardno to fill in any gaps in the Data.

Geotechnical Services will be provided by Terracon, Inc. to investigate the use of reclaimed base, verify the pavement design and determine existing subgrade strengths

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 Advisory Circular AC 150/5320-6E, “Airport Pavement Design and Evaluation”
3. FAA Advisory Circular AC 150/5340-1J, “Standards for Airport Marking”

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 and geotechnical Subconsultants
3. Coordination with the OWNER, FDOT, and FAA
4. Preparation of minutes of meetings
5. Program verification and site investigations
6. Design and preparation of the construction front-end contract documents provided by the OWNER and FAA.
7. Preparation of the Engineer’s Report and construction cost estimates
8. Bidding and award assistance
9. Construction phase services.

EXHIBIT A SCOPE OF SERVICES



Specific Scope

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

Basic Services

Phase 1 – Program Verification

The Consultant will perform the following tasks under this phase:

1. Determine the number and locations of pavement cores.
2. Meet and coordinate with the survey and geotechnical Subconsultants.
3. Coordinate and attend a Pre-Design meeting with the OWNER, FAA, 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 design
2. Formulate Preliminary phasing analysis
3. Prepare 30% drawings
4. Update the construction cost estimate
5. Update the construction schedule
6. Prepare Preliminary Engineer's Report
7. Identify any modifications to FAA standards (such as base reclamation)
8. Prepare an outline of technical specifications

**EXHIBIT A
SCOPE OF SERVICES**



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 design for the aprons
2. Evaluate the construction sequence and update the phasing plan
3. 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. Project Phasing/Construction Sequencing Plan
 - g. General/Safety Notes Plan
 - h. Project Key Sheet
 - i. Typical Sections
 - j. Staking and Demolition Plans
 - k. Paving, Grading, and Drainage Plans
 - l. Tie-Down Plans and Details
 - m. Pavement Marking Plans
4. Review and revise construction cost estimate
5. Review and revise construction schedule
6. Update the Engineer's Report
7. Prepare FAA and Local Front-End documents
8. 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.

EXHIBIT A SCOPE OF SERVICES



The Project Manual, which will contain front-end documents, FAA General Provisions, 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
- e. Project Safety Plan
- f. Project Phasing/Construction Sequencing Plan
- g. General/Safety Notes Plan
- h. Project Key Sheet
- i. Typical Sections
- j. Staking and Demolition Plans
- k. Paving, Grading and Drainage Plans
- l. Drainage Details
- m. Tie-Down Plans and Details
- n. Pavement Marking Plans

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, one (1) copy to the FAA, 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, the FDOT, the FAA, and tenants, as necessary, to address any final comments regarding the construction of this project.

Phase 3C – Contract Documents (100%)

Upon receipt of final comments from the OWNER and the FAA, 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's 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 and the FAA. The

EXHIBIT A SCOPE OF SERVICES



OWNER will advertise this project on DEMANDSTAR where interested bidders and plan rooms may 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 Phase Services

The Owner will provide a separate Notice to Proceed for Phase 5, Construction Phase Services.

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

1. Management of the project during construction and grant closeout
2. Coordination with Project Team members (Quality Assurance Testing, RPR)
3. Coordination with the Owner, FDOT, FAA, and other tenants as necessary
4. Preparation of minutes of meetings as necessary
5. Construction Administration and Full-Time Resident Project Representative (RPR) services.
6. Quality Assurance Testing
7. Project Closeout

The Consultant will perform the following tasks during the construction 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.

**EXHIBIT A
SCOPE OF SERVICES**



2. Perform general coordination with the Subconsultants on a weekly basis via teleconference calls to discuss the status of the project, schedule, budget, site conditions, and other issues that may arise during construction.
3. Prepare a Construction Management Plan as required by the FAA for Owner review and submittal to the FAA. The plan will include information on the quality assurance testing requirements, Contractor's quality control plan, submittals, testing lab certifications, contractor's personnel, consultant's personnel, and responsibilities of all organizations involved.
4. Participate in the 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 for Contract execution; Prepare three (3) sets of conformed contract plans and documents for construction use by the successful bidder.
5. 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.
6. Make periodic visits (up to two visits per month for the Project Manager and Sr. Engineer) 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 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.

**EXHIBIT A
SCOPE OF SERVICES**



7. Attend weekly construction meetings via teleconference. This weekly meeting will be attended by the Contractor, RPR, and the Engineer to discuss progress of the work, schedule, budget/change orders, and other construction related items. The Consultant will provide design clarifications and recommendations to assist the Owner in resolving field problems relating to the construction.
8. 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.
9. Review laboratory tests and shop drawings and report to the Owner, in writing, on such matters.
10. 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.
11. 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 each contractor has fulfilled all of its obligations thereunder so that the Consultant may approve, if applicable, in writing, final payment to each contractor.
12. The Consultant 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 to provide directions to the Contractor on work stoppage authorizations that are 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.

Special Services

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

1. Geotechnical Investigations – Terracon, Inc. will perform geotechnical engineering services on this project, as described in Exhibit C.
2. Field Survey – Cardno will provide topographic survey services on this project, as described in Exhibit D.

**EXHIBIT A
SCOPE OF SERVICES**



3. Quality Assurance Testing- In accordance with the approved construction management plan, the AID team will provide an on -site representative to perform laboratory and field quality assurance material testing services during the earthwork, base work, and paving phases of this project. (Phase 5 NTP).
4. Resident Project Representative (RPR) Services – The Consultant will provide a full-time on-site representative to perform inspections on this project. The RPR will provide daily inspection reports, oversee and coordinate quality assurance testing activities, review test results, attend daily and weekly coordination meetings, and coordinate with the Consultant on the interpretation of the design documents. (Phase 5 NTP).
5. Drainage Permitting Notification to SWFWMD- AID will provide the necessary notification to SWFWMD for the project. A permit fee allowance has been included in the fee summary.
6. Grant Services during Design – The Consultant will provide Grant assistance, including the preparation of Quarterly Grant Reports and Grant Closeout, and submittal of a new Grant Application for the Construction Phase of this project. Tasks will also include the following:
7. Grant Services during Construction – The Consultant will provide Grant assistance during construction, including the preparation of Quarterly Grant Reports and Grant Closeout. Tasks will also include the following:
 - a. Review contractor certified payrolls and conduct random wage interviews to ensure Contractor's (and Subcontractor's) laborers are compensated pursuant to Davis-Bacon wage rates.
 - b. Review Certificates of Buy American Compliance for Manufactured Products submitted by the contractor and subcontractors.
 - c. Examine certified statements signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project and report findings to the Owner.
 - d. ALP Update – The Consultant will update the Airport Layout Plan Drawings to reflect the changes to the aprons as part of this project. The update will include Sheet 4 Airport Layout Plan Drawing. The drawing will be submitted to the Owner and the FAA for draft review and comment. A final drawing will be prepared for FAA and Owner signatures.
8. Prepare Categorical Exclusion (CATEX) - The Consultant will prepare a CATEX for the project. The OWNER will submit the CATEX to the FAA for approvals.

**EXHIBIT A
SCOPE OF SERVICES**



9. Meeting with FAA- AID will prepare for and meet with the FAA Airports District Office (ADO) representative to identify and facilitate approval of any modifications to FAA standards (such as base course reclamation).
10. 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.
11. Prepare Record Drawings – The Consultant will provide one set of drawings and CAD (and PDF) files of "record drawings," corrected to show significant changes made in the work during the construction of the project. Such corrections shall be based upon "as built" prints, drawings, field sketches and other data furnished to the Owner by the Contractor.

Project Schedule

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

<u>Task</u>	<u>Days</u>
Field Investigations and Program Verification	30
Design Development (30%)	30
Contract Documents (60%)	60
Contract Documents (90%)	30
Contract Documents (100%)	21
Submit FAA Grant Application and Grant Services	TBD
Bidding	45
Mobilization	30
Construction	180
Punchlist	30
Closeout	30
TOTAL DAYS	486

EXHIBIT B

FEES

Exhibit B: Fees

TASK		Totals
<u>Basic Services (Lump Sum)</u>		
Phase 1 -	Program Verification	\$12,785.00
Phase 2 -	Design Development (30%)	\$25,330.00
Phase 3A -	Contract Documents (60%)	\$42,104.00
Phase 3B -	Contract Documents (90%)	\$35,974.00
Phase 3C -	Contract Documents (100%)	\$10,710.00
Phase 4 -	Bidding and Award Services	\$13,842.00
Phase 5 -	Construction Phase Services (Lump Sum) 40 Weeks (6 preconstruction - 26 construction - 8 closeout)	\$77,674.00
Total Basic Services:		\$218,419.00
<u>Special Services</u>		
*	1 Geotechnical Investigations (NTE)	\$19,200.00
*	2 Field Survey (LS)	\$9,600.00
	3 Quality Assurance Testing (NTE)	\$54,000.00
	4 RPR Services - 30 Weeks (Hourly)	\$142,500.00
*	5 Drainage Permitting Notification to SWFWMD (LS)	\$3,564.00
*	6 Grant Services During Design (Grant App/Quarterly Reports) (LS)	\$8,228.00
	7 Grant Services During Construction (Buy American, Quarterly Reports, DBE, Davis-Bacon) (LS)	\$9,460.00
*	8 Prepare CATEX (LS)	\$4,500.00
*	9 Meeting with the FAA (Modifications to Standards) (LS)	\$9,208.00
*	10 Airspace Checklist Submittal (OE/AAA), CSPP (LS)	\$5,816.00
	11 Prepare Record Drawings	\$1,520.00
Total Special Services:		\$267,596.00
<u>Expenses (Lump Sum)</u>		
	Reproduction	\$2,000.00
	SWFWMD Permit Fees (Allowance)	\$1,000.00
Total Expenses:		\$3,000.00
Total Design and Bidding Fees (Not to Exceed):		\$203,861.00
Total Construction Phase Services Fees (Not to Exceed):		\$285,154.00
Total Fees		\$489,015.00

Exhibit B: Fees

TASK	Project Principal	Project Manager	Senior Engineer	Engineer	Technician	Clerical	Totals
	\$185.00	\$174.00	\$154.00	\$121.00	\$61.00	\$59.00	

Phase 1 - Program Verification

1	Compile and Review Project related Documents		8	4	4	4	20
2	Perform a Field Inspection			4			4
3	Field Verify As-Builts			8	3		11
4	Review and Confirm Initial Cost Estimates			4			4
5	Meet and Coordinate with the City	1	2	4		1	8
6	Determine Number and locations of Cores		2	2		1	5
7	Meet and Coordinate with Subconsultants	1		4	8	2	15
8	Coordinate and Attend a Pre-Design Meeting	4		8			12
9	Prepare a Preliminary Construction Schedule			2			2
10	Identify Permit Requirements			4	8		12
Total Labor Hours:		6	12	36	28	3	93
Total Labor Costs:		\$1,110.00	\$2,088.00	\$5,544.00	\$3,388.00	\$183.00	\$12,785.00

Phase 2 - Design Development (30%)

1	Review Geotech Report and Evaluate Findings		2	4			6
2	Perform a Site Visit to Verify Survey	2		4	4		10
3	Preliminary Pavement Design		2				2
4	Preliminary Phasing Analysis	2		2	4		8
5	Prepare 30% Drawings						
a	Cover Sheet			1	2	2	5
b	Project Site/Layout Plan			1	4	4	9
c	Project Key Sheet				2	8	10
d	Survey Control Plan			2	2	4	8
e	Typical Sections				2	4	6
g	Phasing Plan			2	4	8	14
h	Staking/Demolition Plans			2	4	16	22
i	Paving and Grading Plans		2	2	2	4	10
j	Paving Details		2	2	2	2	8
k	Misc. Details		4	6		2	12
6	Update Construction Cost Estimate		3	4			7
7	Update Construction Schedule		1	2	2		5
8	Prepare Preliminary Engineer's Report	2		2	2	2	9
9	Identify any Modification to Standards	2		8	4		14
10	Prepare outline of Technical Specifications			4	4		9
11	Quality Review	2	4	8		4	18
12	Submit 30% Documents				4	4	10
13	General Coordination with Owner	4	4				8
Total Labor Hours:		14	24	56	48	60	210
Total Labor Costs:		\$2,590.00	\$4,176.00	\$8,624.00	\$5,808.00	\$3,660.00	\$25,330.00

Phase 3A - Contract Documents (60%)

1	Finalize Pavement Design		4	4			8
2	Evaluate Construction Sequence and Phasing		4	4	8	2	18
3	Review Owner and other Comments		4	8	8	16	36
4	Prepare 60% Drawings						0
a	Cover Sheet			1	1	4	6
b	Project Site/Layout Plans				8	16	24
c	Project Survey Control Plans				4	16	20
d	Geotechnical/Boring Location Plan					2	2
e	Project Safety Plan		4		4	8	16
f	Phasing/Construction Sequencing Plan		4	4		16	24
g	General Notes Plan			2		2	4
h	Project Key Sheet			2		4	6
i	Typical Sections			2	8	16	26
j	Staking and Demolition Plans			8	8	24	40

Exhibit B: Fees

TASK	Project Principal	Project Manager	Senior Engineer	Engineer	Technician	Clerical	Totals
	\$185.00	\$174.00	\$154.00	\$121.00	\$61.00	\$59.00	
k Paving, Grading and Drainage Plans			2	4	24		30
l Tie-down Plans and Details		2	4	8	12		26
m Pavement Marking Plans		2	4	8	6		20
n Marking Details			4		6		10
o Misc. Details		2	1		8	4	15
5 Update Construction Cost Estimate		4	4			4	12
6 Update Construction Schedule		4				8	12
7 Update Engineer's Report			4	4	6	2	16
8 Prepare Draft Front-End Documents	2		4	1			7
9 Prepare Draft Specifications				8			8
10 Quality Review	4	4					8
11 Submit 60% Documents		4		4	8		16
12 General Coordination with Owner	2	2					4
Total Labor Hours:	8	44	62	86	194	20	414
Total Labor Costs:	\$1,480.00	\$7,656.00	\$9,548.00	\$10,406.00	\$11,834.00	\$1,180.00	\$42,104.00

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							0
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					4		4
f Phasing/Construction Sequencing Plan			2	4	4		10
g General Notes			4		1		5
h Project Key Sheet					2		2
i Typical Sections				2	4		6
j Staking and Demolition Plans				8	12		20
k Paving, Grading and Drainage Plans				16	32		48
l Drainage Details			8	16	16		40
m Tie-Down Plans and Details			4	8	4	4	20
n Pavement Marking Plans		4	8	8	12		32
o Marking Details		2	8	8	6	2	26
p Misc. Details			4	2	8	1	15
5 Complete Front-End Documents	2	8		8		1	19
6 Complete Technical Specifications	2	8		8		4	22
7 Quality Review	4	8				6	18
8 Submit 90% Documents		4					4
9 General Coordination with Owner	2	4					6
Total Labor Hours:	10	38	48	96	122	18	332
Total Labor Costs:	\$1,850.00	\$6,612.00	\$7,392.00	\$11,616.00	\$7,442.00	\$1,062.00	\$35,974.00

Exhibit B: Fees

TASK	Project Principal	Project Manager	Senior Engineer	Engineer	Technician	Clerical	Totals
	\$185.00	\$174.00	\$154.00	\$121.00	\$61.00	\$59.00	
Phase 3C - Contract Documents (100%)							
1 Incorporate Final Review Comments				16	8	2	26
2 Prepare and Submit Final Bid Documents		4	6	32	40	4	86
Total Labor Hours:	0	4	6	48	48	6	112
Total Labor Costs:	\$0.00	\$696.00	\$924.00	\$5,808.00	\$2,928.00	\$354.00	\$10,710.00
Phase 4 - Bidding and Award Services							
1 Coordinate with Owner							0
2 Prepare for and Attend Pre-Bid Conference	4	4	8				16
3 Answers to Bidders/Issue Addenda		4	8	10		4	26
4 Attend Bid Opening	4	4	8			8	24
5 Review Bids for Responsiveness		4				4	8
6 Certified Bid Tabs/Award Contract		4				4	8
7 Conformed Contract Preparation			4	8	16	4	32
Total Labor Hours:	8	20	28	18	16	24	114
Total Labor Costs:	\$1,480.00	\$3,480.00	\$4,312.00	\$2,178.00	\$976.00	\$1,416.00	\$13,842.00
Phase 5 - Construction Phase Services (Lump Sum) 40 Weeks (6 preconstruction - 26 construction - 8 closeout)							
1 Coordinate with Owner		32				8	40
2 Coordinate with Subconsultants		24	12			24	60
3 Prepare a Construction Management Plan		8	20			4	32
4 Prepare for and Attend Pre-Construction Conf		4	4			2	10
5 Review Shop Drawings/Submittals		8	48			16	72
6 Periodic Site Visits (2 per month - Six months))		36	48				84
7 Weekly Progress Meetings (26 Weeks)		26	48				74
8 Prepare Change Orders		4	24			4	32
9 Review Test Results		4	32			8	44
10 Review Periodic Payment Requests		2	16			8	26
11 Perform Final Inspection/Prepare Punch list (2 Visits)		8	12			4	24
12 Assist in Project Closeout		8	16			24	48
Total Labor Hours:	0	164	280	0	0	102	546
Total Labor Costs:	\$0.00	\$28,536.00	\$43,120.00	\$0.00	\$0.00	\$6,018.00	\$77,674.00
Total Fees (Lump Sum):							\$218,419.00

Exhibit B: Fees

		Project Principal	Project Manager	Senior Engineer	Engineer	Technician	Clerical	Total Hours	Total Dollars
		\$185.00	\$174.00	\$154.00	\$121.00	\$61.00	\$59.00		

Special Services

1	Geotechnical Investigations (NTE)								\$19,200.00
2	Field Survey (LS)								\$9,600.00
3	Quality Assurance Testing (NTE)								\$54,000.00
4	RPR Services - 30 Weeks (Hourly)		30	Weeks @	50	hours @	\$95.00		\$142,500.00
5	Drainage Permitting Notification to SWFWMD (LS)		8		16		4	28	\$3,564.00
6	Grant Services During Design (Grant App/Quarterly Reports) (LS)	4	12	32			8	56	\$8,228.00
7	Grant Services During Construction (Buy American, Quarterly Reports, DBE, Davis-Bacon) (LS)	4	12	40			8	64	\$9,460.00
8	Prepare CATEX (LS)	8	16				4	28	\$4,500.00
9	Meeting with the FAA (Modifications to Standards) (LS)	8	8	16	32			64	\$9,208.00
10	Airspace Checklist Submittal (OE/AAA), CSPP (LS)	4	4	8	16	16	4	52	\$5,816.00
11	Prepare Record Drawings			2		16	4	22	\$1,520.00

Total Fees - Special Services (LS or NTE)**\$267,596.00**

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

Re: Proposal for Geotechnical Engineering Services
VNC Airport – Apron Rehabilitation
Venice, Sarasota County, Florida
Terracon Proposal No. PHC165039 – Revision No. 2

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	Asphalt and concrete pavement
Existing topography	Relatively level

1.2 Project Description

ITEM	DESCRIPTION
Proposed Pavement Rehabilitation	We understand the existing concrete apron on the north side of Taxiway A is to be demolished and replaced with asphalt pavement and the existing asphalt apron along Taxiway B is to be rehabilitated utilizing Full Depth Reclamation (FDR) techniques. The apron along Taxiway A is approximately 1,700 feet long and 300 feet wide and the apron along Taxiway B is approximately 1,200 feet long and 150 feet wide.

Proposal for Geotechnical Engineering Services

VNC Airport – Apron Rehabilitation ■ Venice, Florida

April 15, 2016 ■ Terracon Proposal No. PHC165039 – Revision No. 2



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:

- Ten (10) pavement cores drilled with a 6-inch diameter core barrel through the asphalt/concrete and base material.
- Perform in-situ California Bearing Ratio (CBR) testing on the base material and subgrade soils at three of the core locations - 1 in the Taxiway A apron, 1 in Fuel Farm area, and 1 in Taxiway B;
- Perform in-situ Dynamic Cone Penetration (DCP) testing on the base material and at the surface of the subgrade soils at each core location;
- Five (5) Standard Penetration Test (SPT) borings to a depth of 15 feet below the existing ground surface (bgs) – 3 in the Taxiway A apron, 1 in the Fuel Farm area, and 1 in Taxiway B;
- Obtain a bulk sample of the existing asphalt and base materials for a FDR mix design. If sufficient materials can be collected from the pavement cores and sampling, then a composite sample will be used for the mix design. Otherwise, an approximately 2 ft x 2 ft square of the existing pavement will be sawcut and removed to gather a bulk sample.

The asphalt/concrete cores will be labeled in the field and returned to our laboratory for thickness measurements.

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.

Proposal for Geotechnical Engineering Services

VNC Airport – Apron Rehabilitation ■ Venice, Florida

April 15, 2016 ■ Terracon Proposal No. PHC165039 – Revision No. 2



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 borehole with redi-mix concrete and capping with either cold-mix asphalt patch or redi-mix concrete, and patching the bulk sampling area with cold-mix asphalt patch (if needed). If there are any restrictions 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 will be performed on representative subgrade samples. We intend to run the following tests:

- Ten (10) moisture content tests (ASTM D 2216) on subgrade samples;
- Five (5) Grain Size Distribution tests (ASTM D 6913) on base samples
- Fifteen (15) minus No. 200 sieve washes (ASTM D 422) on a combination of the subgrade and base samples;
- One (1) FDR mix design with cement additive based on Limerock Bearing Ratio (LBR) testing (FM- 5-515) and a minimum LBR acceptance value of 125.

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;
- Provide a mix design with cement additive for the FDR;
- Provide a summary of the testing procedures and the data collected and provide recommendations for the existing pavement section materials with regards to their suitability for reuse, addressing whether they can be recycled or should be removed and replaced.

Schedule – We can begin field program within one week of receiving the notice to proceed. The field work is expected to take approximately one week. Soil classification, laboratory testing, evaluation, and report preparation will require approximately three to four weeks after completion of drilling, amounting to an overall schedule of about 6 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 on a unit rate basis, with a not-to-exceed budget of **\$19,200**. The total fee will not be exceeded without justification and prior approval. The budget estimate for our services is attached. 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. 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.

Appendix C

Proposal for Geotechnical Engineering Services

VNC Airport – Apron Rehabilitation ■ Venice, Florida

April 15, 2016 ■ Terracon Proposal No. PHC165039 – Revision No. 2



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

Sincerely,

Terracon Consultants, Inc.

A handwritten signature in blue ink that reads "Scott Parrish".

Scott N. Parrish, P.E.

Department Manager

Douglas S. Dunkelberger, P.E.

Office Manager

Attachments: Estimated Budget
 Agreement for Services

Appendix C

ESTIMATED BUDGET - Revision No. 2 VENICE AIRPORT - APRON REHABILITATION VENICE, FLORIDA



Service	Quantity	Unit Rate *	Unit	Cost
Field Work				
Drill Rig Mobilization	1	\$500.00	each	\$500.00
SPT Borings (10 borings to 15 feet)	75	\$12.50	feet	\$937.50
Grout Seal Borings	75	\$5.00	feet	\$375.00
Asphalt Coring Equipment Mobilization	1	\$250.00	each	\$250.00
Senior Engineering Technician (Coring & CBR Testing)	30	\$75.00	hour	\$2,250.00
Engineering Technician (Coring & CBR Testing)	30	\$55.00	hour	\$1,650.00
In-Situ CBR Apparatus	2	\$600.00	day	\$1,200.00
Core Hole Plugging Materials	1	\$200.00	L.S.	\$200.00
Vehicle Charge	400	\$0.65	mile	\$260.00
			Subtotal	\$7,622.50
Laboratory				
Moisture Content Test	10	\$15.00	each	\$150.00
Grain Size Distribution	5	\$90.00	each	\$450.00
Minus No. 200 Sieve Wash	15	\$50.00	each	\$750.00
FDR Mix Design with cement additive	1	\$5,000.00	each	\$5,000.00
			Subtotal	\$6,350.00
Engineering Services				
Principal Engineer	2	\$180.00	hour	\$360.00
Senior Engineer	6	\$150.00	hour	\$900.00
Project Engineer	10	\$100.00	hour	\$1,000.00
Staff Engineer	20	\$85.00	hour	\$1,700.00
Technical Secretary	5	\$65.00	hour	\$325.00
			Subtotal	\$4,285.00
			contingency (5%)	\$912.88
			Total Estimate	\$19,170.38

Increase hourly rate by 1.5 for services provided on Saturday, in excess of 8 hours per day and/or Monday through Friday before 7:00A.M. or after 7:00 P.M. Increase hourly rate by 2.0 for services provided on Sundays or Holidays with a minimum charge of 8 hours. Hourly charges will be billed portal to portal in 0.5 hour increments.

Appendix D



**SURVEY ASBUILT PROPOSAL
VENICE MUNICIPAL AIRPORT
CITY OF VENICE
SARASOTA COUNTY, FLORIDA
April 13th 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 3 specific areas designated by AID Inc. on a 50ft grid.
3. Provide finish floor elevations for buildings within these designated areas.
4. Asbuilt miscellaneous items such as tie-downs, catch basins and any other features within these designated areas.
5. Process all field data and provide a signed and sealed asbuilt drawing including a DTM of the asbuilt data.
6. Management, supervision, calculations and quality control.

Total = \$9,600.00

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	_____

Australia • Belgium • Canada • Colombia • Ecuador • Germany • Indonesia •
Kenya • New Zealand • Nigeria • Papua New Guinea • Peru • Philippines • Singapore •
United Arab Emirates • United Kingdom • United States • Operations in over 100 countries

EXHIBIT C

INSURANCE REQUIREMENTS

EXHIBIT C
INSURANCE REQUIREMENTS

Before performing any work, the CONSULTANT shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the OWNER and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A: VII. No changes are to be made to these specifications without prior written specific approval by the OWNER.

1. The OWNER is to be specifically included as an **ADDITIONAL INSURED** (with regards to Business Auto and Commercial General Liability).
2. The OWNER shall be named as Certificate Holder. *Please Note that the Certificate Holder should read as follows:*

*The City of Venice
401 W. Venice Avenue
Venice, FL 34285*

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The "Acord" certification of insurance form should be used.
4. Required Coverage
 - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the CONSULTANT).
 - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
 - c) **Workers Compensation:** CONSULTANT will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under

this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.

- d) **Professional Liability:** with limits of not less than \$1,000,000 for professional services rendered in accordance with this contract. CONSULTANT shall maintain such insurance for at least two (2) years from the termination of this contract and during this two (2) year period the CONSULTANT shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the contract, the CONSULTANT shall notify the OWNER's Administrative Services Department within thirty (30) days of the change.

Policy Form:

- a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
- b) Insurance requirements itemized in this Contract, and required of the CONSULTANT, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- c) Each insurance policy required by this Contract shall:
- (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
 - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the OWNER'S Director of Administrative Services.
- d) The OWNER shall retain the right to review, at any time, coverage form, and amount of insurance.

- e) The procuring of required policies of insurance shall not be construed to limit CONSULTANT's liability nor to fulfill the indemnification provisions and requirements of this Contract.
- f) The CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the OWNER is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the CONSULTANT until such time the CONSULTANT shall furnish additional security covering such claims as may be determined by the OWNER.
- g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the OWNER. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the OWNER's Bid Number and description of work, are to be furnished to the OWNER's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
- i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the CONSULTANT's insurance company and the OWNER's Director of Administrative Services, as soon as practicable after notice to the insured.
- j) All property losses shall be payable to, and adjusted with, the OWNER.

EXHIBIT D

PROVISIONS

EXHIBIT D PROVISIONS

TABLE OF CONTENTS

A1	Access to Records and Reports	2
A2	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity	2
A3	Breach of Contract Terms.....	2
A4	Buy American Preference.....	3
A5	General Civil Rights Provisions	3
A6	Compliance with Nondiscrimination Requirements	3
A7	Clean Air and Pollution Control	5
A8	Contract Work Hours and Safety Standards Act Requirements.....	5
A9	Copeland "Anti-Kickback" Act.....	5
A10	Davis Bacon Requirements	5
A11	Certification of Offerer/Bidder Regarding Debarment	5
A12	Disadvantage Business Enterprises	5
A13	Texting When Driving	5
A14	Energy Conservation Requirements.....	6
A15	Equal Opportunity Clause.....	6
A16	Federal Fair Labor Standards Act (Federal Minimum Wage).....	9
A17	Certification Regarding Debarment	10
A18	Prohibition of Segregated Facilities	10
A19	Occupational Safety and Health Act of 1970.....	10
A20	Procurement of Recovered Materials	11
A21	Rights to Inventions (N/A)	11
A22	Seismic Safety (N/A).....	11
A23	Termination for Convenience	11
A24	Trade Restriction Certification	12
A25	Veteran's Preference	13
A26	American with Disabilities Act of 1990 (ADA).....	13
A27	Statement fo Drug-Free Workplace (Identical Tie Bids).....	13
A28	E-Verification Certification	13

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.

A1 ACCESS TO RECORDS AND REPORTS

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

A2 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: 17.9%

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 non-federally 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 OWNER.

A3 BREACH OF CONTRACT TERMS

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

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor 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 Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by 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.

A4 BUY AMERICAN PREFERENCE

Not Applicable

A5 GENERAL CIVIL RIGHTS PROVISIONS

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

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

A6 COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

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. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the 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 d 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.

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 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

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.

A7 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 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 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 exceeds \$150,000.

A8 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Not Applicable

A9 COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS BACON REQUIREMENTS

Not Applicable

A11 CERTIFICATION OF OFFERER/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. The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

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

If the FAA later determines that a lower tier participant failed to 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.

A12 DISADVANTAGED BUSINESS ENTERPRISES

The Bidder is able to assure meeting the requirements of the DBE Provisions, included under the DISADVANTAGED BUSINESS ENTERPRISE PROGRAM, and shall utilize not less than the prescribed Contract Goal of 9.2% DBE participation.

A13 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 FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

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 \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

A15 EQUAL OPPORTUNITY CLAUSE

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, 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 considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

1. As used in these specifications:

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

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

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

d. "Minority" includes:

- (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

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

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

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 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 area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents,

and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

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

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

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

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

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

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

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

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

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

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

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

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

- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 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, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

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

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

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

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

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

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

A16 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A17 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, sub-grants, 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.

A18 PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

A19 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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor 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 (20 CFR Part 1910). Contractor 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.

A20 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 of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) 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/epawaste/conserve/tools/cpg/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.

A21 RIGHTS TO INVENTIONS

Not Applicable

A22 SEISMIC SAFETY

Not Applicable.

A23 TERMINATION FOR CONVENIENCE

Termination for Convenience (Professional Services)

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 Default (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 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;
- 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 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 Engineer 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.

A24 TRADE RESTRICTION CERTIFICATION

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

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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 erroneously 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 U.S.T.R. or

- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. 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 U.S.T.R, 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 may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A25 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 U.S.C. 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.

A26 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.

A27 STATEMENT OF DRUG-FREE WORKPLACE (IDENTICAL TIE BIDS)

Not Applicable

A28 E-VERIFICATION CERTIFICATION

The Bidder/offeror acknowledges and agrees to the following:

The Bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that the Bidder /offeror shall utilize the United States Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Bidder/offeror during the term of the Contract to perform employment duties within Florida; and
2. all persons including subcontractors, assigned by the Bidder/offeror to perform work pursuant to the Contract with the Owner.

Further information can be found at the following website:

<http://www.uscis.gov/e-verify>

EXHIBIT E

CONSULTANT'S Proposal to CITY'S Request for Qualifications RFQ Number 3030-16

Statement of Qualifications for ENGINEERING SERVICES FOR RECONSTRUCTION OF PUBLIC AND MIDFIELD TIE-DOWN APRONS



Prepared by:



3810 NORTHDAL BLVD
SUITE 170
TAMPA, FL 33624

Prepared for:



COPY

RFQ No. 3030-16
June 14, 2016

Reconstruct Public Use and Midfield Aprons

Page 55 of 90



TABLE OF CONTENTS

TAB 1:	LETTER OF INTEREST	1
TAB 2:	PROJECT TEAM'S QUALIFICATIONS AND KEY PERSONNEL EXPERIENCE	2
TAB 3:	PROJECT TEAM'S EXPERIENCE/REFERENCES	11
TAB 4:	ABILITY TO PERFORM SERVICES.....	18
TAB 5:	ADDITIONAL CONSIDERATIONS	19
TAB 6:	REQUIRED FORMS.....	24



TAB 1: LETTER OF INTEREST

June 14, 2016

Mr. Peter Boers
Procurement – Finance Department
City of Venice
401 W. Venice Ave, Room #204
Venice, FL 34285

Subject: Request for Qualifications – Engineering Services for Reconstruction of Public and Midfield Tie-Down Aprons
City of Venice - Venice Municipal Airport

Dear Mr. Boers:

Please accept this letter as a response to your Request for Qualifications (RFQ) for services related to the referenced project at Venice Municipal Airport (VNC). We look forward to the opportunity to strengthen our longstanding relationship with the City of Venice. American Infrastructure Development, Inc. (AID) has been providing similar services to the City at Venice Municipal Airport for the past five years. We are immediately available and eager to work on this contract. We have prepared our submittal in strict accordance with the format and submission requirements presented in the RFQ.

We believe that AID is the right firm to work with you and your staff at the Airport. We have the in-house capabilities to provide all of the Airport Engineering Design services necessary to successfully complete this project. We are supported by the following firms that will complement our capabilities in the areas of field investigations and testing:

- Cardno – Survey Services
- Terracon (Dunkelberger) – Geotechnical and Quality Assurance Testing

We have successfully collaborated with our Team members on other projects at VNC and other airports. As a Team, we have a proven track record for providing exceptional service to you and our other clients. Our commitment to *Quality, Service, and Integrity* has helped us produce successful projects at VNC on schedule and within budget. If selected, we will continue to exceed your expectations and will successfully complete this project while continuing to maintain a safe and efficient airport. As you will read our understanding and approach to this project under Tab 5, you will realize that AID is the best suited to assist the City and the Airport with this project.

We would greatly appreciate the opportunity to be selected for this project and to maintain our continued working relationship with your Airport and City staff. If you have any questions or require additional information regarding this letter of interest, please contact our Client and Project Manager, Mohsen Mohammadi, directly at (813) 244-6609 or me at (813) 374-2200.

Sincerely,

American Infrastructure Development, Inc.

Sabina C. Mohammadi
President – CEO





TAB 2: PROJECT TEAM'S QUALIFICATIONS AND KEY PERSONNEL EXPERIENCE



American Infrastructure Development, Inc. (AID) was established in February 2009 by Sabina C. Mohammadi, President-CEO, to provide airports with comprehensive Engineering and Planning Services. As the Lead Firm, AID will provide the Engineering Design Services necessary to successfully complete this project.

Our goal is to continue to provide the City with excellent service while meeting the budget and schedule parameters established for this project. We are always committed to making your goals and interests our first priority and have demonstrated this on several Airfield Engineering Design projects at VNC, including the Runway 13-31 Runway Protection Zone Improvements and EMAS project, Taxiways A and C Rehabilitation, Runway 4-22 (now 5-23) Rehabilitation and Taxiway E Relocation, and the Aircraft Parking Apron at Suncoast Air Center.



Our commitment to client satisfaction and our technical expertise, combined with our exceptional management practice, proves that we will be a valuable asset to the Venice Municipal Airport. We are the right size firm and have the adequate resources and support services to assist the City with this project. AID has a local office at the Airport and uses this office as a base for operations on all of our VNC projects.

AID's comprehensive management approach has worked well on our past projects and establishes a foundation and structural framework that includes the Venice Municipal Airport staff, the Design Team and other stakeholders such as your tenants. We base our Project Approach on our Mission Statement which is based on these guidelines: **Communication, Quality, and Service.**

Communication must occur in all phases of the design, from the program verification with the City through the final closeout of the project. From the onset of the project, effective coordination between the City, Airport, FAA, FDOT and the Design Team will ensure that it is in fact feasible, fundable, and constructible. The experience of our Project Manager, Mohsen Mohammadi, Ph.D., P.E., and our supporting staff allows the City and Airport staff to feel confident that this project will be managed as though the AID Team is an extension of your staff.

As stated in our Mission Statement, AID is committed to a **Quality Process**, which is the key to a successful project. By implementing our Quality Control (QC) process, AID has successfully designed and constructed many projects at VNC and other airports that have exceeded expectations. For instance, the FDOT awarded the City of Venice with the VNC Runway 4-22 (now 5-23) Rehabilitation Project as the General Aviation Airport Project of the Year in 2013. AID is honored to have led the project Team which worked diligently with the City and Airport Staff to make that project and every other project on the Airport a success.

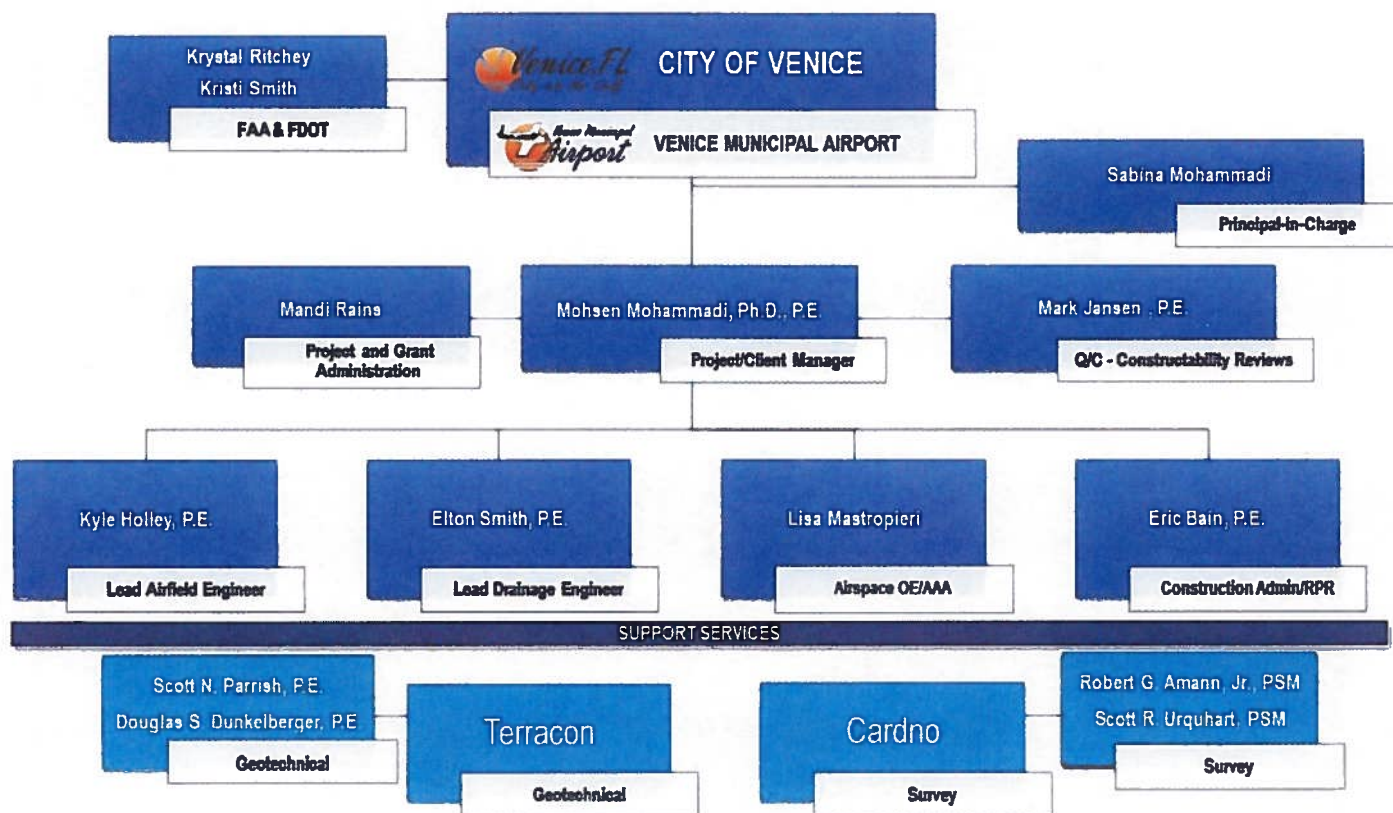


Statement of Qualifications for
**ENGINEERING SERVICES FOR
 RECONSTRUCTION OF PUBLIC AND MIDFIELD TIE-DOWN APRONS**



Providing exceptional **Service** to our clients has always been one of the cornerstones of AID. We are committed to making your success our first priority. We continue to commit to an immediate response to all your needs. AID has a proven track record for client service not only with the City of Venice, but also with our other clients. You will be assured of this trait when you contact our references. Mohsen will dedicate as much time as necessary to work with the Airport to maintain open and clear communication, to maximize quality and to ensure client service and responsiveness.

AID commits continuous involvement throughout this contract and beyond until the project is successfully completed. The experience of our Project Manager, Mohsen, and our supporting staff will provide the confidence needed to ensure a successful project. The Organizational Chart clearly shows the lines of communication that will be in place for this project.



The Team is made up of the same Key Personnel assigned to all of AID's past VNC projects for consistency, their local knowledge, and familiarity with the Airport staff and Airport infrastructure.



RESUMES FOR KEY PERSONNEL



MOHSEN MOHAMMADI, PH.D., P.E. | PROJECT/CLIENT MANAGER

Education: B.S. in Civil Engineering; M.S. in Civil/Structural Engineering; Ph.D. in Civil/Structural Engineering

Experience: Total: 26, AID: 7

Mohsen, a Senior Consultant with AID, has over 26 years of diverse experience in the transportation industry. During this time, he has worked at over 50 Airports throughout the United States providing aviation related services, including Program Management and Airport Design (rehabilitation, reconstruction or new construction of Runways, Taxiways, and Aprons). Mohsen has an excellent and long term relationship with FDOT and FAA, including the Orlando Airports District Office, coordinating on grants, design criteria, modifications to design standards, construction administration, and project closeouts.

Mohsen is also a private pilot. As an airport engineer and a private pilot, he has been able to acquire a broader perspective on aviation and airport issues. Mohsen has served as an Adjunct Professor at the College of Aeronautics at Florida Institute of Technology teaching Airport Management with a focus on Airports Minimum Standards, Leases, Grant Assurances, Funding, and overall Airport Development.

RELEVANT PROJECT EXPERIENCE

Mohsen served as the Project Manager on the following projects, which were all completed within the last 7 years.

- Runway 4-22 (now 5-23) Rehabilitation and Taxiway E Relocation, Venice Municipal Airport
- Taxiways A and C Rehabilitation, Venice Municipal Airport
- Runway 13-31 RPZ Improvements and EMAS Installation, Venice Municipal Airport
- General Aviation Apron Expansion Project, Venice Municipal Airport
- General Engineering Services, Venice Municipal Airport
- Runway 7-25 Rehabilitation and South Connector Taxiways, Albert Whitted Municipal Airport
- General Aviation Tie Down Area, Albert Whitted Municipal Airport
- Taxiway and Apron Rehabilitation, St. Pete-Clearwater International Airport
- Runway 10-28 Rehabilitation, Henry E. Rohlsen Airport
- Apron Rehabilitation, Henry E. Rohlsen Airport



SABINA C. MOHAMMADI | PRINCIPAL-IN-CHARGE

Education: M.S. in Business Management | **Experience:** Total: 26, AID: 7

Sabina is the President-CEO of American Infrastructure Development, Inc. She is the Principal-In-Charge for all of the Firm's projects. She has over 26 years of diverse experience in the management of Projects, Quality Control, and Quality Assurance. Sabina is a private pilot.

As the President-CEO of American Infrastructure Development, Inc., Sabina has had the ultimate responsibility of assuring that all of our projects were completed with outstanding service, quality and integrity. Sabina has over 26 years of wide-ranging experience in Business Management, Project Management, Business Development, Contracts Administration and Negotiations, Budgeting, Financial Analysis and Planning, and FAA Grant

Administration. Sabina established American Infrastructure Development, Inc. to provide Project Management and Engineering Consulting Services for Aviation and Surface Transportation Clients.

As President and CEO of AID, she oversees all aspects of the management of the company, including:

- | | |
|-------------------------------------|---|
| → Contracts Administration | → Strategic Planning and Implementation |
| → Contracts Review and Negotiations | → Risk Management |
| → Financial Management | → Client Satisfaction Reviews |



RELEVANT PROJECT EXPERIENCE

- General Engineering Services, Venice Municipal Airport
- Runway 4-22 (now 5-23) Rehabilitation and Taxiway E Relocation, Venice Municipal Airport
- Runway 13-31 RPZ Improvements and EMAS Installation, Venice Municipal Airport
- General Engineering Services, Albert Whitted Municipal Airport
- Runway 7-25 Rehabilitation, Albert Whitted Municipal Airport
- General Engineering Services, St. Pete-Clearwater International Airport
- Taxiway and Apron Rehabilitation, St. Pete-Clearwater International Airport
- General Engineering Services, Henry E. Rohlsen Airport
- Runway 10-28 Rehabilitation, Henry E. Rohlsen Airport
- Professional Architectural/Engineering/Planning and Environmental Services, Jacksonville Aviation Authority
- Southwest Hangar Redevelopment, Albert Whitted Airport
- South Cell Phone Lot – Orlando International Airport
- FBO Complex and Site Development, Mineta San José International Airport
- Airport Master Plan Update, Key West International Airport



MARK JANSEN, P.E., LEED BD+C | Q/C CONSTRUCTABILITY REVIEWS

Education: B.S. in Civil and Environmental Eng.; M.S. in Civil Engineering | **Experience:** Total: 19, AID: 4

Professional Engineering Licenses: FL/P.E./56095, GA/P.E./034997 | LEED® Accredited Professional

With 19 years of civil engineering experience, Mark would work alongside Mohsen and the Team to ensure that all aspects of the apron construction documents are completed successfully while maintaining AID's high standards of quality and excellence. Mark has served as both Lead Engineer and Project Manager on many airside and site development projects in Florida, Texas, California, North Carolina, and Minnesota.

RELEVANT AID PROJECT EXPERIENCE

- General Engineering Services, Venice Municipal Airport
- General Engineering Services, St. Pete-Clearwater International Airport
- General Engineering Services, Albert Whitted Airport
- General Engineering Services – Palm Beach County Department of Airports
- Aircraft Parking Apron Rehabilitation- Minneapolis-St. Paul International Airport
- South Cell Phone Lot – Orlando International Airport
- Taxiway Rehabilitation, Phases 1 & 2, St. Pete-Clearwater International Airport
- Apron Rehabilitation, Henry E. Rohlsen Airport
- Apron Expansion Phase 1, Palm Beach International Airport
- New Fixed Based Operator Facility (Signature Flight Support), Palm Beach International Airport
- FBO Complex and Site Development, Mineta San José International Airport
- New Customs and Border Patrol Facility, Boca Raton Airport



LISA MASTROPIERI | AIRSPACE OE/AAA AND AIRPORT PLANNER

Education: B.S. in Education; M.S. in Aeronautics | **Experience:** Total: 25, AID: 3

Lisa, a Senior Planning Consultant with AID, is a results-focused and quality-oriented professional commanding 25+ years of progressive airport and environmental planning and project management success. She is a resourceful and forward-thinking leader specializing in airport consulting, guiding corporate and government clients to achieve success and vision while maintaining adherence to federal and state regulations including NEPA. She has earned a trusted reputation with the FAA's Orlando ADO staff and has assisted clients with the grant application process as well as obtaining acceptance/approval of Master Plans, ALPs EAs and FONSIs.

RELEVANT AID PROJECT EXPERIENCE

- General Engineering Services, Venice Municipal Airport
- General Engineering Services, Albert Whitted Airport
- General Engineering Services, Henry E. Rohlsen Airport
- General Engineering Services, St. Pete-Clearwater International Airport
- Airport Master Plan, Venice Municipal Airport
- Airport Master Plan Update, Key West International Airport
- Airport Master Plan Update, Vero Beach Regional Airport
- Airport Master Plan Update, Crystal River Airport
- Runway 7-25 Extension Feasibility Study, Albert Whitted Airport



KYLE HOLLEY, P.E. | LEAD AIRPORT ENGINEER

Education: B.S. in Civil Engineering | **Experience:** Total: 9, AID: 2

Professional Engineering License: Florida/72953

Kyle has served on a wide variety of projects at General Aviation airports similar in size to Venice Municipal Airport. He is well versed with the current FAA and FDOT guidelines with skills encompassing Project Management, Pavement Design, Geometric Layout of Facilities, Utility Design, and Construction.

RELEVANT AID PROJECT EXPERIENCE

- General Engineering Services, Venice Municipal Airport
- Runway 13-31 RPZ Improvements, Taxiway D Extension and EMAS, Venice Municipal Airport
- General Aviation Apron Expansion Project, Venice Municipal Airport
- Taxiways A and C Rehabilitation, Venice Municipal Airport
- New Fixed Based Operator Facility, Palm Beach International Airport
- General Engineering Services, St. Pete-Clearwater International Airport
- Taxiway and Apron Rehabilitation, St. Pete-Clearwater International Airport
- General Engineering Services, Henry E. Rohlsen Airport
- Runway 10-28 Rehabilitation, Henry E. Rohlsen Airport
- Runway 7-25 and Associated Taxiways Rehabilitation, Albert Whitted Airport
- Apron Rehabilitation, Henry E. Rohlsen Airport
- General Engineering Services, Albert Whitted Airport



ELTON SMITH, P.E. | LEAD DRAINAGE ENGINEER

Education: B.S. in Mechanical Engineering | **Experience:** Total: 9, AID: 2

Professional Engineering License: Florida/71920



Elton is characterized by his knowledge of a variety of engineering disciplines and his ability to provide solutions to complex challenges. Elton performed a variety of site civil tasks, including channel and pond design, roadway drainage design, and the preparation of stormwater management plans for subdivisions and large mining operations.

Elton has also been involved in the design of utilities and drainage on airports. Elton's particular expertise is with hydrologic and hydraulic modeling of projects such as site-wide water balance models and large scale watershed modelling. He routinely applies new statewide stormwater criteria to Florida airport projects, which results in fewer ponds, more efficient use of airport land, and reduced wildlife attractants.

RELEVANT AID PROJECT EXPERIENCE

- ➔ General Engineering Services, Venice Municipal Airport
- ➔ Runway 13-31 RPZ Improvements, Taxiway D Extension and EMAS, Venice Municipal Airport
- ➔ Stormwater Master Plan, Venice Municipal Airport
- ➔ General Engineering Services, Albert Whitted Airport
- ➔ General Engineering Services, St. Pete-Clearwater International Airport
- ➔ Stormwater Master Plan, Albert Whitted Airport
- ➔ Apron Expansion Phase 1, Palm Beach International Airport
- ➔ New Customs and Border Patrol Facility, Boca Raton Airport
- ➔ South Cell Phone Lot, Orlando International Airport
- ➔ Remote Parking Lot, St Pete-Clearwater International Airport

ERIC BAIN, P.E. | CONSTRUCTION ADMIN/RPR

Education: M.B.A. in Business, B.S. in Mechanical Engineering | **Experience:** Total: 17, AID: 2

Professional Engineering License: Florida/59252



Eric has more than 17 years of experience as a Civil Engineer, the majority of which is related to the planning, design, and construction of airports, working with other professionals on multidisciplinary project teams. Eric has recently completed his assignment as the full-time Resident Project Representative on the Runway 13-31 RPZ Improvement Project at VNC. During this assignment Eric worked out of AID's local Venice office and was on-site daily to ensure the project was constructed according to the design and specifications.

Other duties and experience have included the preparation of conceptual and construction plans (FAA, FDOT and ICAO), specifications (FAA, FDOT and UFGS), engineers estimates of probable construction costs and engineers reports. Eric has also prepared detailed scope of work statements, design and construction schedules and performed Independent Fee Estimates of other Consultants proposals.

RELEVANT AID PROJECT EXPERIENCE

- ➔ General Engineering Services, Venice Municipal Airport
- ➔ Runway 13-31 RPZ Improvements, Taxiway D Extension and EMAS, Venice Municipal Airport
- ➔ General Engineering Services, Albert Whitted Airport
- ➔ Runway 7-25 Rehabilitation and South Taxiways Project, Albert Whitted Airport
- ➔ Runway 10-28 Rehabilitation Design, Henry E. Rohlsen Airport, St. Croix USVI
- ➔ Holding Pad Shoulders and Pavement Edge Drop-Off Repairs, Boca Raton Airport
- ➔ Fixed Based Operator Apron Reconstruction, Minneapolis-Saint Paul International Airport



SUBCONSULTANTS

AID is supplementing the Design Team by continuing our long and successful relationship with two other firms with local offices. We have worked with these Firms recently on multiple projects including at the Venice Municipal Airport. Under the direction of Mohsen, we work together seamlessly to provide outstanding service and to meet the Airport's project budget and schedule.



Terracon is a 100 percent employee-owned consulting engineering firm providing quality services to clients. Since 1965, Terracon has evolved into a successful multi-discipline firm specializing in Environmental, Facilities, Geotechnical, and Materials Engineering.

Over its history, Terracon has achieved significant expansion through both internal growth and acquisitions. Nodarse & Associates, Inc. and Dunkelberger Engineering & Testing, Inc. joined Terracon in 2011 and 2013, respectively. With more than 3,800 employees in 150 offices and 40 states nationwide, Terracon has a 10-office network in the State of Florida, including one in Sarasota County that will serve this project. Additionally, it partners with its U.S. clients to serve their international needs. Terracon's growth is due to dedicated employees who are responsive to clients, provide quality services, and take advantage of opportunities in the marketplace.

Terracon provides services on thousands of projects each year. Their culture, systems, and structure enable them to excel at both small and large projects. By combining their national resources with specific local area expertise, they consistently overcome obstacles and deliver the results our clients expect.



SCOTT N. PARRISH, P.E. | GEOTECHNICAL ENGINEER

Education: B.S. Civil Engineering | **Experience:** Total: 13
Professional License: Florida/69091

Mr. Parrish is a geotechnical engineer and Department Manager in the Firm's Sarasota office. With over 13 years of experience, he has specialization in soil mechanics, subsurface characterization, foundation engineering design, earthworks, and pavement design through Tri-State University. Since joining the firm, he has been directly involved in various geotechnical projects including airports, water/wastewater plants, roadways, bridges, reservoirs, dams, deep water ports, and commercial developments. These projects have required borings, test pits, laboratory soils classification, groundwater studies, pile and drilled shaft foundation analysis, pavement design, forensic studies, and roadway underdrain analyses. Mr. Parrish has also been involved in construction materials testing and earthwork observation activities on numerous projects, including all the construction projects AID has been involved with at Venice Municipal Airport.



Founded in 1945, Cardno partners with public and private clients to solve engineering, environmental, human health and social challenges. With over 270 offices worldwide, including their Sarasota County office that will serve this project, Cardno provides clients with access to over 8,500 professionals focused on delivering customized consulting solutions to plan, design, and construct social and physical infrastructure.

Cardno began offering surveying and mapping services in 1991. Over the years, surveying and mapping has evolved to provide new ways of meeting clients' needs. Cardno offers a full spectrum of program management, land surveys, control establishment, field surveys, boundary and right of way delineation, CADD drafting services, legal descriptions, easement takings, mapping, platting and bathymetric surveying services. Their experienced professional surveyors and field support personnel leverage their skills with technologies including GPS, robotic total stations, mobile mapping, 3D LASER scanners (ground-based LiDAR), unpiloted aerial vehicles, and digital/laser levels. Cardno strives to be the leader in survey technology using only the most advanced survey equipment available allows their staff to be more efficient and cost effective while providing accurate and high-quality deliverables to clients.



ROBERT G. AMANN, JR., PSM | SURVEY

Education: A.A. Design Drafting | **Experience:** Total: 31
Professional License: PSM/1996 / FL#5573

Mr. Amann's experience has included managing and supervising 18-30 field personnel, including maintaining and purchasing of survey equipment, vehicular, and marine equipment. Mr. Amann developed and manages Cardno's field operations for Cardno's Southwest Florida branch. His responsibilities include introducing and managing the field application of both the mapping grade and survey grade GPS, processing data to a finished product, and upgrading the GPS system to include the Real Time Kinetic (RTK Link) procedures to increase accuracy and efficiency.

Mr. Amann has completed numerous construction surveying services at Venice, Page Field, Southwest Florida International, Naples, LaBelle, Immokalee and Arcadia Airports.



SCOTT R. URQUHART, PSM | SURVEY

Education: B.S. Geomatics | **Experience:** Total: 18
Professional License: PSM/2004 / FL#6524

Mr. Urquhart is responsible for managing the successful completion of assigned survey and mapping projects throughout Southwest Florida. He has extensive experience in land surveying and mapping, including boundary, topographic, hydrographic, mean high water, route surveys, design and platting and as-built surveys. For five years, Mr. Urquhart was closely involved in the supervision and management of a Southwest Florida Water Management District (SWFWMD) geodetic control project which was located over the extent of the SWFWMD's territory.

CAPABILITY TO COMPLETE PROJECTS ON BUDGET

AID has successfully completed all of its work since its inception in 2009. Within seven years, we have established an unmatched reputation in the aviation industry, providing first-rate service to our clients who continue to provide us with repeat work.

Establishing a project budget and continually updating the engineering cost estimates is critical to making each project successful and keeping grant dollars assigned. At the beginning of each project, AID prepares an estimate to ensure that the budget reflected in the Airport's Joint Airport Capital Improvement Program (JACIP) is consistent with the current project scope. This process is repeated throughout each phase of the project to confirm that the estimated costs match the budget for the project. The following recent projects are evidence of our success.

PROJECT NAME	Contract Design (Mo.)	Actual Design (Mo.)	Construction Estimate (Mo.)	Construction Actual (Mo.)	Construction Budget	Construction Actual
VNC Runway 4-22 (now 5-23), Taxiway E, and RSA/ROFA Improvements	5	5	8	8	\$7,288,086	\$7,307,547*
VNC Runway 13-31 Runway Protection Zone (RPZ) Improvements	8	8	7	7	\$4,486,123	\$3,953,589
SPG Runway 7-25 and South Taxiways Rehabilitation (Design)	6.5	6.5	6.5	6.5	\$2,427,133	\$2,427,133
PIE Taxiways Phase 1	9	9	14	17 **	\$15,400,000	\$15,300,000
PBI NetJets Apron and Taxiway	10	8	9	8	\$3,300,000	\$3,000,000
STX Apron Rehabilitation Phase 1	6	5	12	12	\$6,600,000	\$4,300,000

*-Additional costs at the golf course **-FAA added scope





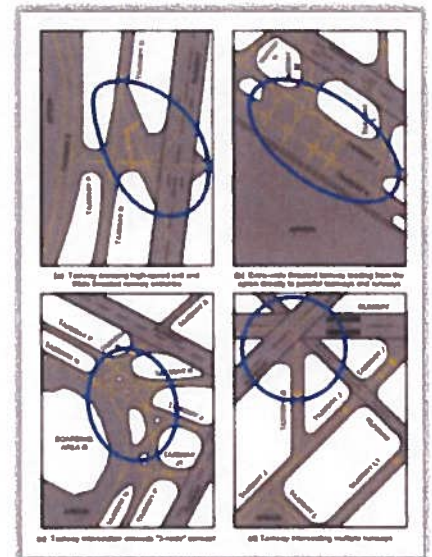
KNOWLEDGE OF FAA REGULATIONS, POLICIES, AND PROCEDURES

AID utilizes FAA and FDOT standards and regulations for planning, environmental, engineering and other studies on a day-to-day basis. Our thorough knowledge of these standards allows the application of these important requirements to all of our airport projects. Our working relationships with the FAA Orlando Airports District Office (Krystal Ritchey) and FDOT District 1 (Kristi Smith) are helpful in completing projects. We have a reputation with the agencies for using innovative approaches to find solutions that work and save money.

AID continuously monitors updates to FAA Orders and Engineering Briefs and the FAA Advisory Circulars, such as the recently updated Airport Design Circular and FAA Contract Provisions.

MODIFICATION OF AIRPORT DESIGN STANDARDS	
Project Name: Venice Municipal Airport	Location: Venice, Florida
Client: VNC	Project No: 10000000000000000000
Design: Runway 4-22, Taxiway A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UU, UV, UW, UX, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ	

We have also prepared the Obstruction Analysis and Airport Airspace Analysis (OE/AAA) on our airfield projects, addressing temporary and permanent facilities. We are well-versed in this online process and have successfully received approvals on all studies we have prepared.



Through this system, AID has worked with Venice Municipal Airport to request and receive approval of Modifications to FAA Design Standards to address specific site conditions or materials used for construction, such as cold in-place recycled base course.

Our Project Team, and specifically our Project Manager, have shown all of our clients the level of familiarity and experience they have in working with the FAA on a variety of challenges related to airfield geometrics, construction materials, Construction Safety and Phasing, and grant funding.

DRAINAGE-STORMWATER SYSTEMS

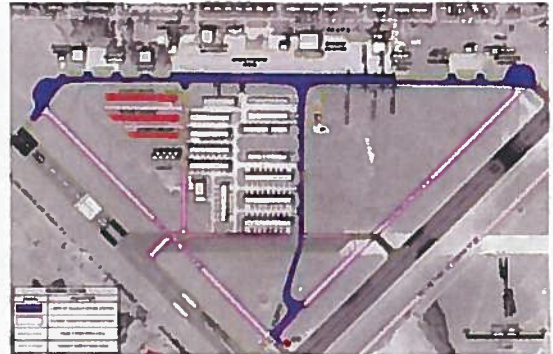
AID worked with Venice Municipal Airport and St. Pete-Clearwater International Airports to update their Stormwater Master Plans and to plan drainage facilities using the new general permit for stormwater management systems serving airside activities at airports. This new rule attempts to minimize pond sizes on airports. AID implemented these approaches on several airport projects, including our recent projects at Venice Municipal Airport (Apron Expansion for Suncoast Air Center) and at St. Pete-Clearwater International Airport (Taxiway Construction). The construction of 30-foot paved shoulders along a 9,000-foot taxiway was permitted through Southwest Florida Water Management District (SWFWMD) without any new water quality treatment ponds. We are also currently in the process of updating the Stormwater Master Plan for Albert Whitted Municipal Airport using these new stormwater rules.




TAB 3: PROJECT TEAM EXPERIENCE / REFERENCES

During the past 7 years, AID has had great opportunities to provide Aviation Services to more than 20 airports either as the Prime Consultant or as a Subconsultant. AID has enjoyed steady growth during the last 7 years due to adherence to quality, service and integrity, which have been validated through supportive client references. This is a testament to the exceptional level of service we provide and the trust clients have with our Team.

Our recent experience provided on the following pages will reinforce our professional qualifications, capabilities and reputation with projects similar to the VNC Reconstruction of Public and Midfield Tie-Down Aprons project.

PROJECT NAME	LOCATION	DATES	COST	OWNER
Taxiways A and C Rehabilitation	Venice Municipal Airport, Venice, FL	Design: 2014 Construction: 2015	\$4M	City of Venice, Florida Heather LeDuc Interim Airport Director 941-486-2711
<p>AID was the Engineer of Record and responsible for all airfield and civil design as well as Construction Administration Services. Taxiway A was realigned to provide sufficient Obstacle Free Area (OFA) clearance between the taxiway centerline and the tie-down locations on the adjacent Public Use Apron. The centerline was shifted approximately 17' to the south and reconstructed along with portions of the adjacent apron to the limits of the OFA to allow the future reconstruction of the Public Use Apron to take place without interrupting traffic to Taxiway A.</p> <p>Realignment of the south portion of Taxiway C was necessary at the intersection with Taxiways D and E to avoid the condition of providing a pilot more than three choices at an intersection, known as "Three-Node Concept".</p> <p>Project Relevance: Familiar with the Public Use, Midfield Tie-Down Apron and Taxiway C. Experience with VNC design, bidding and construction standards, Familiarity with VNC operations and airfield; familiarity with regional contractors and costs, Pavement Repair Design, Modifications to FAA Design Standards, Cost Estimating, Construction Safety and Phasing, Construction Management Plan, Construction Administration and Inspections</p>				

PROJECT NAME	LOCATION	DATES	COST	OWNER
Suncoast Air Center	Venice Municipal Airport, Venice, FL	Design: 2015 Construction: 2015	\$360,000	Alexander C Landry Managing Director Suncoast Air Center & Suncoast Maintenance Center, KVNC (941) 485-1799 x102 alandry@suncoastaircenter.com
 <p>AID provided professional engineering design and construction plan preparation as the Engineer of Record for a new aircraft parking apron and ancillary drainage infrastructure for the Fixed Base Operator located at Venice Municipal Airport in Venice FL. This project utilized recently revised Statewide Airport Permitting rules and regulations to permit the new 65,000 SF Apron without the use of any additional stormwater retention ponds.</p> <p>Project Relevance: Familiar with VNC operations and airfield; familiarity with regional contractors and costs, Pavement Design, Construction Safety and Phasing, Construction Administration and Inspections, and the Water Management District's stormwater permitting, rules and regulations</p>				

Statement of Qualifications for
ENGINEERING SERVICES FOR
RECONSTRUCTION OF PUBLIC AND MIDFIELD TIE-DOWN APRONS



PROJECT NAME	LOCATION	DATES	COST	OWNER
Runway 4-22 (now 5-23) Rehabilitation & Taxiway E Relocation	Venice Municipal Airport, Venice, FL	Design: 2011 Construction: 2012	\$7.3M	City of Venice, Florida Heather LeDuc Interim Airport Director 941-486-2711



As Engineer of Record and Prime civil designer, AID prepared design plans for the rehabilitation of Runway 4-22 (now 5-23). As part of the project, AID prepared a Modification to FAA Design Standards to allow the City to use Cold-In-Place Recycling of the surface and base material to be mixed and used for a stabilized base. This process provided the City with significant cost savings & reduced environmental impacts such as reduction of truck movements through City streets, disposal of existing materials in landfills, and use of more natural resources to construct a new base course. AID prepared the FAA Pre-Application & Grant Application; a CATEX was prepared & submitted to the FAA; and an Airspace checklist was prepared & submitted to the FAA.

In addition to the runway rehabilitation, the project included the reconstruction of Taxiway B connector from Runway 5-23 which provides access to the Midfield Tie-Down Apron.

Project Relevance: Familiar with the Midfield Tie-Down Apron and Taxiway B, Experience with VNC design, bidding and construction standards, Familiarity with VNC operations and airfield; familiarity with regional contractors and costs, Pavement Repair Design, Modifications to FAA Design Standards, Cost Estimating, Construction Safety and Phasing, Construction Management Plan, Construction Administration and Inspections

PROJECT NAME	LOCATION	DATES	COST	OWNER
Runway 13-31 Runway Protection Zone Improvements	Venice Municipal Airport, Venice, FL	Design: 2011 Construction: 2012	\$8.0M (Incl. EMAS)	City of Venice, Florida Heather LeDuc Interim Airport Director 941-486-2711

AID was the Engineer of Record and responsible for the airfield and civil design aspects of this project as well as Construction Administration Services. The scope of the project was to displace the existing runway threshold due to existing impacts to the RPZ, yet maintain the existing utility of the 5,000' runway. This was achieved by extending the pavement on the Runway 31 end and displacing the threshold on the 13 end of the runway. Through the use of declared distances, shifting of the Runway to the south, and construction of an Engineered Materials Arrestor System, 24 single-family homes were removed from the limits Runway 13 end RPZ.

As part of this project, AID designed a new Connector Taxiway B (400' x 35' plus tapers) which included demolition of sections of pavement on the abandoned east-west runway to Runway 13-31 and adjacent to the Midfield Tie-Down Apron. Taxiway B was made up of old runway pavement from the abandoned Runway 9-27 that was part of the original air base that preceded Venice Municipal Airport. Taxiway B did not meet the FAA geometry standards due to a wide expanse of pavement and angled connection to Runway 13-31. It was reconstructed to the limits of the Runway Object Free Area as part of this project. The reconstruction of Taxiway B included the removal of all existing pavement that was no longer needed and the reconstruction of a single connection meeting new FAA standards.

Project Relevance: Familiar with Taxiway B adjacent to the Midfield Tie-Down Apron, Familiarity with VNC operations and airfield; familiarity with regional contractors and costs, Pavement Repair Design, Modifications to FAA Design Standards, Cost Estimating, Construction Safety and Phasing, Construction Management Plan, Construction Administration and Inspections



Statement of Qualifications for
**ENGINEERING SERVICES FOR
 RECONSTRUCTION OF PUBLIC AND MIDFIELD TIE-DOWN APRONS**



PROJECT NAME	LOCATION	DATES	COST	OWNER
Fixed Based Operator Facility	Palm Beach International Airport West Palm Beach, FL	Design: 2011 Construction: 2012	Design: \$435k Construction: \$7.0M	Signature Flight Support Mr. Sam Curro, LEED AP Division Manager Kraus-Manning, Inc. (407) 251-0085

AID was responsible for the Civil/Site design for a new FBO Facility at Palm Beach International Airport. Mohsen Mohammadi, Ph.D., P.E., served as the EOR/ Project Manager and coordinated all design activities for the design of a new entrance road, parking facility, 12" waterline, 4" sanitary sewer line, aircraft parking apron, taxiway, and modifications to Belvedere Road median and markings. The project also included the modifications to the intersection traffic signals, turn lane modifications/extensions, culvert design and permitting, landscaping, and high mast lighting on the apron and parking lot. Permitting effort included coordination with the South Florida Water Management District, Water/Utilities Department, Health Department, Fire Marshal, County Engineering, Traffic, and Drainage Departments, as well as County Right-of-Way Use Permit. An Airspace Checklist was also submitted to the FAA. AID also provided Construction Administration Services on this project.



Project Relevance: Asphalt and Concrete Pavement Design, Aircraft Hardstand and Taxiway Design, Drainage Design and Permitting, Roadway and Parking Lot Design, Roadway Intersection Improvements, Infrastructure Design and Improvements; Agency Coordination, Construction Administration

PROJECT NAME	LOCATION	DATES	COST	OWNER
Runway 7/25 and South Connector Taxiways Rehabilitation (AID Prime)	Albert Whitted Airport, City of St. Petersburg, FL	Design: 2015 Construction: 2016	\$2.5M	City of St. Petersburg Mr. Richard Lesniak Airport Manager (727) 893-7657

This project included evaluating multiple design alternatives to maximize the federal funding available for the project. The ultimate design included a benefit-cost analysis for the rehabilitation of the inner 75' width of the existing 100' wide runway, sealcoating the outboard sections to retain the pavement for future use, reconstruction/realignment of the existing taxiway connectors, and re-establishing displaced thresholds, PAPI locations, and safety areas as part of the FAA's required safety area analysis for new runway projects.



Rehabilitation techniques included a combination of mill and overlay, full depth reclamation, new construction, and sealcoating. The project construction schedule was established taking into account the City's Grand Prix event that took place in March 2016. Construction began the week after the event and is expected to be completed in June 2016.

Project Relevance: Airfield Pavement Evaluation, Pavement Repair Design, Cost Estimating, Construction Safety and Phasing, Construction Management Plan and Construction Administration

Statement of Qualifications for
**ENGINEERING SERVICES FOR
 RECONSTRUCTION OF PUBLIC AND MIDFIELD TIE-DOWN APRONS**



PROJECT NAME	LOCATION	DATES	COST	OWNER
FBO Complex & Site Development	Mineta San Jose, San José International Airport	Design: 2013 Construction: 2015	\$88.0M	David Smith, CCM, LEED AP Project Manager KMI International (407) 587-5112 dsmith@kmiintl.com

AID was responsible for the Civil/Site design for 29 acres of a new FBO Facility at the San José International Airport. The design included a new private terminal loop road, parking facility, water main, fire main, sanitary main, aircraft parking apron, taxiway, and low impact development drainage design. Permitting effort included coordination with the FAA, City of San José, City of Santa Clara, Water/Utilities Department, Santa Clara County Health Department, City of San Jose Fire Marshal, City Public Works, Traffic, and Drainage Departments. An Airspace Checklist was also submitted to and approved by FAA.



Project Relevance: Apron Design and Construction to FAA Standards, Apron Layout Analysis, Cost Estimating, Construction Safety and Phasing, Construction Management Plan, Construction Administration and Inspections

PROJECT NAME	LOCATION	DATES	COST	OWNER
General Aviation Hangars	Meacham International Airport, Fort Worth Texas	Design: 2013 Construction: 2015	\$34.0M	Mr. Dan Laggan, AIA Schenkel Shultz Architecture, Inc. (Prime) (407) 872-3322 dlaggan@schenkelshultz.com

Design elements included a new access road, parking facility, water main, fire main, sanitary main, aircraft parking apron, and taxiway design. A regional 100-acre drainage analysis was prepared for the City of Fort Worth as part of this project. Permitting effort included coordination with the FAA, City of Fort Worth, Texas Department of Transportation, Water/Utilities Department, Health Department, Fire Marshal, City Engineering, Traffic, and Drainage Departments.



Project Relevance: Apron Pavement Design, FAA Design Standards, Cost Estimating, Construction Safety and Phasing, Construction Management Plan, Construction Administration and Inspections

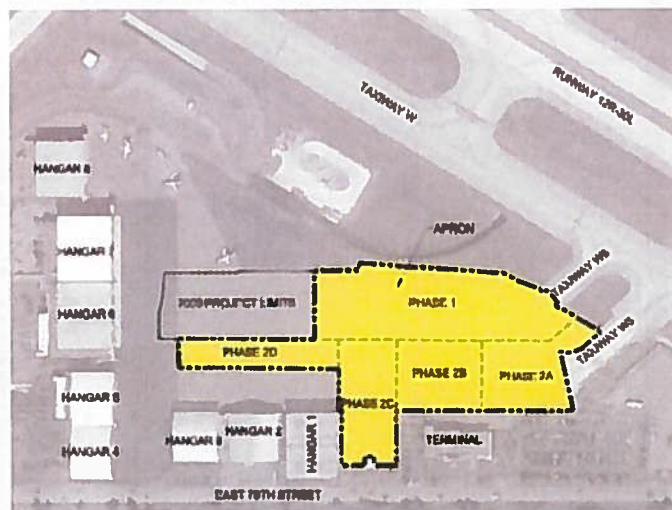
Statement of Qualifications for
**ENGINEERING SERVICES FOR
 RECONSTRUCTION OF PUBLIC AND MIDFIELD TIE-DOWN APRONS**



PROJECT NAME	LOCATION	DATES	COST	OWNER
FBO Apron Reconstruction	Minneapolis-Saint Paul International Airport, Minneapolis, Minn.	Design: 2015 Construction: 2016	\$3.0M	Mr. Sam Curro, LEED AP, Division Manager Kraus-Manning, Inc. (407) 413-5902

AID was responsible for the Civil/Site design for the reconstruction of the Asphalt FBO Apron at Minneapolis-Saint Paul International Airport including pavement design using FAARFIELD Airport Pavement Design software. The project was designed to be constructed over multiple years. Phase 1 addressed the most deteriorated northern portions of the apron in the first year. Phase 2 was designed to be completed in four Sub-Phases if construction bids were over the program budget. Each phase/sub-phase boundary matched existing grades along its boundaries to facilitate multi-year construction. Tasks also included the design of a fuel spill control system, management of impacted soils, and replacement of existing aircraft tie-downs.

Project Relevance: Aircraft Apron Reconstruction, Phased Approach, Working on an operating apron, Airfield Pavement Evaluation, Cost Estimating, Construction Safety and Phasing, Construction Management Plan, Construction Administration and Inspections



PROJECT NAME	LOCATION	DATES	COST	OWNER
Apron Rehabilitation	Henry E. Rohlsen Airport, St. Croix, U.S. Virgin Islands	Design: 2012 Construction: Ongoing	\$32M est.	Mr. Damian Cartwright, P.E. Senior Engineer Virgin Islands Port Authority (340) 626-9048

The scope of work included the reconstruction of the concrete General Aviation, Cargo, Military, and Air Carrier Terminal Apron. It also included the development of a new parking plan for all terminal aircraft parking positions, including construction-phasing plans for the same. The existing concrete apron is 50+ years old, originally constructed by the Army Corps of Engineers, and includes an underground fueling system that was never activated. There are only two concrete plants on the island, and all pipe and associated materials are brought in from off-island.



Phase 1 of this project, with a total cost of \$6.0M, has been designed and was awarded an FAA Entitlement and Discretionary Grants for construction for FY 2014. Phase 2 was awarded a FY 2015 Grant and construction began in April 2015.

Project Relevance: Project Management, Apron Design (Engineer of Record), Construction Administration, and Grant Services for airfield pavements.

Statement of Qualifications for
ENGINEERING SERVICES FOR
RECONSTRUCTION OF PUBLIC AND MIDFIELD TIE-DOWN APRONS



The AID Team has worked together at Venice Municipal Airport on the following projects. By keeping the same Team in place for this project, we will be able to utilize our institutional knowledge to better serve the City.

PROJECT NAME AND LOCATION	Similar Size to VNC?	AID	Cardno	Terracon
General Engineering Contract Venice Municipal Airport	✓	✓	✓	✓
Runway 13-31 RPZ Improvements, Taxiway D Extension and EMAS Venice Municipal Airport	✓	✓	✓	✓
Runway 4-22 (now 5-23) Rehabilitation Venice Municipal Airport	✓	✓	✓	✓

There is no better way to exemplify the effect of our location, staff and Team than to provide a sampling of what our clients have to say about AID and our Key Staff. We are confident that the City of Venice will benefit from AID's work ethic, philosophy and Mission Statement as demonstrated throughout this proposal. Below is just a sampling of accolades we have received from our clients.

The AID Team is dedicated to your success, goes above and beyond client expectations, and has established a tremendous reputation in the industry for being immediately responsive to our clients.

"The most responsive Consultant I've ever worked with."

Damian Cartwright, Airport Engineer, U.S. Virgin Islands Port Authority

We are fully aware of the Airport's operations and security restrictions. We have worked well with the Venice Municipal Airport and other airports on past projects to complete fieldwork and inspections with minimal disruption to the Airport and aircraft operations.

"Excellent customer service, technically superior in developing solutions, works with integrity."

Engineer's estimate of \$7.2M was within \$10K of Low Bid."

Chris Rozansky (former Airport Director), VNC

Our commitment to Service allows the AID Team, and specifically, our Project Manager, Mohsen to be available on short notice for on-site meetings with the Airport staff.

"Mohsen not only embraces a customer service philosophy but has the communication skills to cement positive working relationships with clients."

Noah Lagos, Former Airport Director, PIE

We are committed to work closely and cooperatively with other consultants and contractors who may be involved with other planning, design and construction activities that may be happening concurrently with any project we are assigned.

"AID is a sub-contractor for our Prime Consultant. I do not believe this project (Airport Traffic Control Tower) would have been as successful as it was without Mr. Mohammadi acting as the Project Manager."

Don Silvernell (retired), Kevin Daugherty (New Airport Manager), BKV

AID is sensitive to project budgets and continually monitors them from the planning stage and design through construction.

"Having a knowledgeable and responsive Consultant like AID as a part of your team simply makes everything that much easier."

Damian Cartwright, Sr. Engineer, U.S. Virgin Islands Port Authority

"Many consultants base their decisions on the generation of 'billable hours'; Mohsen is focused on performance and ensuring that the best interests of his clients come first."

Noah Lagos, Former Airport Director, PIE





REFERENCES

Reference No. 1	Henry E. Rohlsen Airport – St. Croix, USVI, Virgin Islands Port Authority		
Contact Person	Damian Cartwright, P.E., Airport Engineer		
Address	P.O. Box 1134		
City, State, ZIP	St. Croix, USVI 00821		
Telephone & E-mail	(340) 626-9048	dcartwright@viport.com	
Date(s) of Service	General Engineering Consulting Services – 2010 to Present		
Type of Service	Runway Rehabilitation and Commercial Apron Reconstruction, Airfield Security Improvements, ARFF Facility Design, Grant Services, Construction Administration Services		
Reference No. 2	Albert Whitted Airport, City of St. Petersburg, St. Petersburg, Florida		
Contact Person	Richard Lesniak, Airport Manager		
Address	107 8th Ave SE		
City, State, ZIP	St. Petersburg, FL 33701		
Telephone & E-mail	(727) 893-7657	richard.lesniak@stpete.org	
Date(s) of Service	General Engineering Consulting Services – 2011 to present		
Type of Service	Runway Rehabilitation, General Aviation Tie-Down Parking Area, Southwest Hangar Redevelopment, Miscellaneous Airport Planning Studies		
Reference No. 3	St. Pete-Clearwater International Airport – Pinellas County, FL		
Contact Person	Thomas R. Jewsbury, Airport Director		
Address	14700 Terminal Blvd.		
City, State, ZIP	Clearwater, FL 33762		
Telephone & E-mail	(727) 453-7801	jewsbury@fly2pie.com	
Date(s) of Service	2014 to Present		
Type of Service	Pavement Inspections and Evaluations, Construction Inspections, Taxiway Rehabilitation, Parking Facilities, Airport Planning, Construction Administration Services, Resident Project Representative Services, General Services		



TAB 4: ABILITY TO PERFORM SERVICES EXPEDITIOUSLY

TEAM LOCATION AND AVAILABILITY

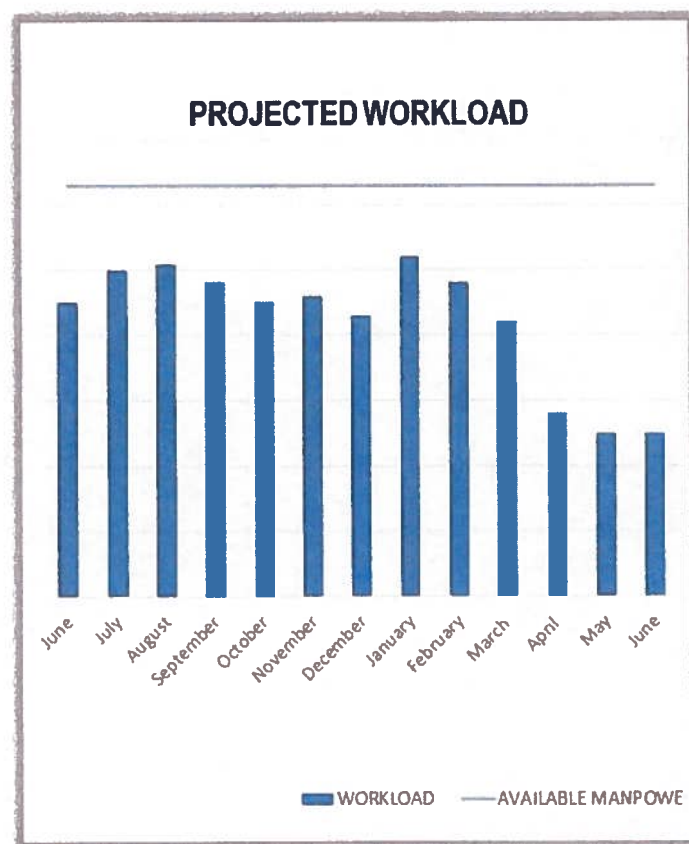
The Project Manager, Mohsen Mohammadi, Ph.D., P.E., lives in Tampa and is located in the American Infrastructure Development, Inc. Tampa Headquarters. Our key staff will work out of our Tampa office for this contract. Our Venice office will be used for construction administration and inspections services providing immediate response to any construction related issues.



Corporate Office:
 3810 Northdale Blvd.
 Suite 170
 Tampa, FL 33624
 (813) 374-2200

Venice Office Location:
 400 Airport Ave East
 Office #4
 Venice, FL 34285

AID's current workload will allow us to begin work on this project immediately. AID recently completed the Venice Runway 13-31 RPZ Improvements Project as well as several design projects at other airports, which are currently under construction or waiting for the bid process to begin. In the coming months, AID staff will primarily be involved with the bidding and award phase of these projects and with assisting our clients with submitting Grant Applications to the FAA.



Our current and projected workload shows that we have the necessary labor available to assist VNC with this project.

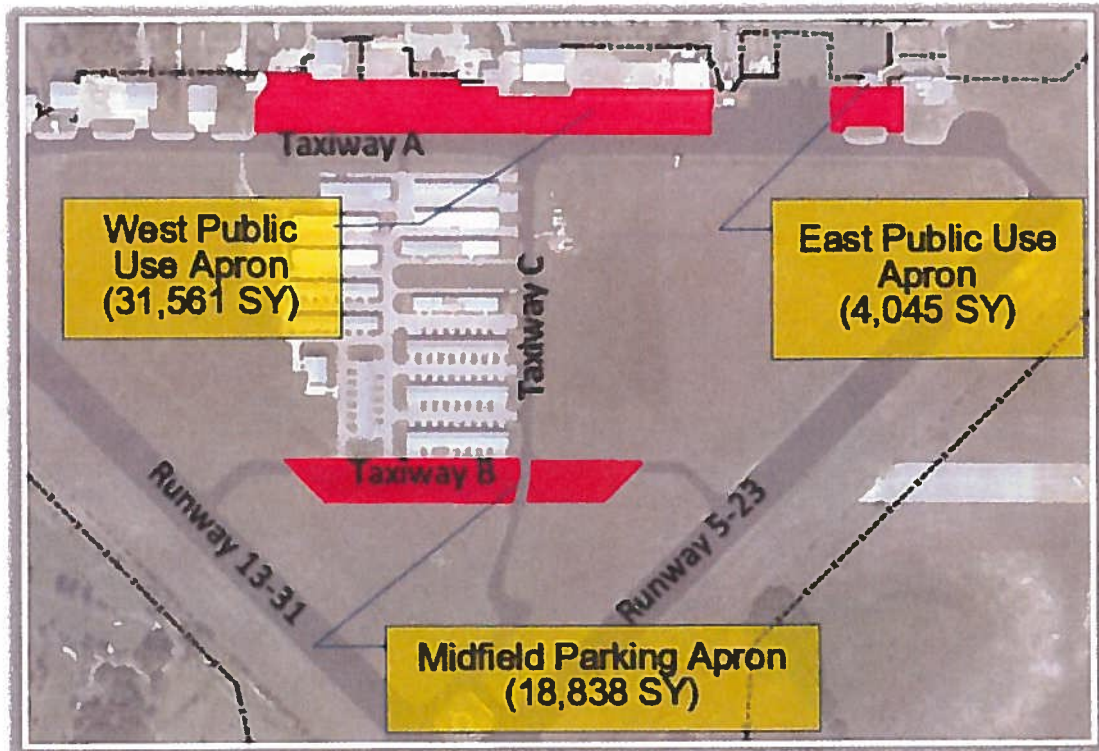
Our Project Manager, Mohsen will ensure that the project is on schedule and that other Team members are available to respond to any challenges that may require our immediate attention.

Our Project Team has the necessary available labor in-house and willingness to complete this project on time and within the budget resources available. Specialty services such as survey and geotechnical needs will be provided by our two subconsultants. The Team has been structured to provide you with the key personnel you are accustomed to working with.



TAB 5: ADDITIONAL CONSIDERATIONS

AID's familiarity with the Airport, its infrastructure and its operations will allow a rapid, efficient and thorough completion of the apron reconstruction project. AID has reviewed the project and offers the following key elements to consider in the approach to the project.



APPROACH

PROJECT PHASING

One of the most important aspects of the project will be phasing the work areas to maintain aircraft safety, minimize disruptions to tenants, and maximize the construction area for contractors so that construction is quick, efficient, and therefore more economical. Due to the number of aircraft that routinely park on the aprons, closing the entire area or even each apron entirely for construction may not be feasible. The aprons will need to be divided into at least two sections, with temporary aircraft parking and access plans developed for each phase.

AID will use its knowledge of the airport's operations and tenants to develop temporary parking plans to minimize inconvenience to tenants. AID's experience with recent airfield projects will enable efficient phasing plans, a detailed and comprehensive construction safety and phasing plan, and a quick safety risk management process if necessary.





The project access and phasing plans will be developed to minimize crossing active taxi areas, and will not allow construction traffic to enter the safety areas of Runways 5-23 and 13-31. Taxiway B, which ties into the midfield tie-down apron, provides easy access for arriving aircraft. Therefore, it is important to phase the project to maintain access to the T-Hangars north of the apron.

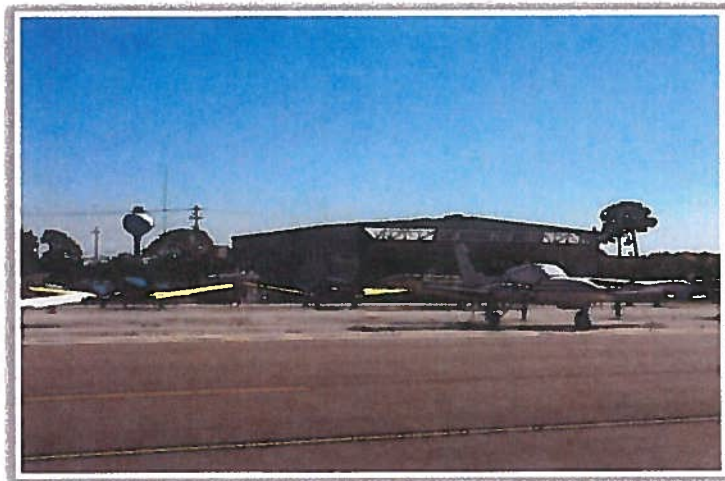
MAINTAINING ACCESS TO TENANT FACILITIES

AID's familiarity with the Airport operations will help us design a phasing plan to maintain access to all tenant facilities during construction. We will carefully phase the project to minimize disruption to hangars, buildings, parking positions, and airside gate access. In areas where temporary inconvenience may be unavoidable, AID will work with the Airport and the tenants to provide consensus by notifying tenants, attending meetings, developing alternatives, and providing exhibits showing closure areas and timeframes. We will also identify areas for expedited construction by limiting construction phases and allowing the use of alternative materials to facilitate rapid construction. AID understands that this may be the most important aspect of this project, and will use our prior VNC experience to make this portion of the project successful.

OFF-SEASON CONSTRUCTION

One enhancement to the project phasing plan would be to complete the construction during the off-season months between April and October. This will minimize the number of disrupted aircraft parked on the aprons and allow for larger construction areas for the contractor to close and construct.

Off-season construction will also minimize disruption to aircraft operations. Since equipment and materials will need to cross active taxi areas including Taxiways A, B and C (depending on specific haul routes), constructing the project during low operational times will minimize the chances for delaying aircraft or the contractor.



AIRCRAFT FUELING DURING CONSTRUCTION

While examining the project phasing areas, careful considerations will need to be made to maintain access to fueling operations. When the tanks are blocked by construction of the East Apron, temporary access will need to be maintained and coordinated with the Contractor, even on a daily basis, while demolition and reconstruction is taking place. These temporary provisions will need to be clearly noted on the contract documents as they will disrupt the Contractor's operations. Expedited construction techniques and compressed time requirements can be specified at both fuel areas to facilitate continuous access to the facilities.

CONCRETE VS. ASPHALT LIFE CYCLE COST ANALYSIS

The existing apron north of Taxiway A has a concrete pavement while the tie-down apron in the mid-field has an asphalt pavement. The Airport may desire to compare two pavement types for the aprons including Portland cement concrete (rigid) pavement and bituminous surface (flexible) pavement sections. If the FAA has determined that the added initial (capital) cost is reasonable compared to the longer life and reduced maintenance cost, then the FAA has the option to request a formal life cycle cost analysis, benefit-cost analysis, or other applicable analysis to support this determination. AID routinely completes life cycle cost and benefit-cost analyses when requested by Clients or the ADO at the early stages of design. For the Apron Rehabilitation project, a life cycle analysis would be completed for the two pavement types.

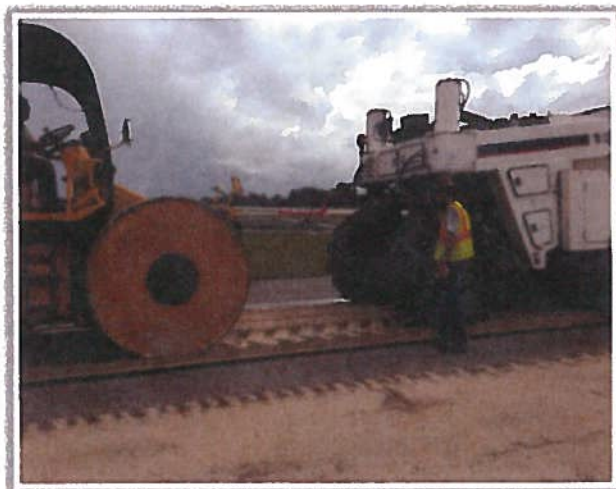


If the ADO does not determine that the cost is justified, but the Airport would like to include the work that exceeds FAA standards, FAA concurrence must be obtained to include the extra work in the bidding process or go through a separate bid process entirely. The City is requesting funding from the FAA and FDOT for the design and construction of this project. AID will assist the City in providing the funding agencies with sufficient documentation to help secure funding for this project.

RECYCLING

Since a large part of this project consists of rehabilitating existing deteriorated concrete pavement, AID will investigate the characteristics of the old concrete pavement, determine if it can be economically crushed, and encourage the use of FAA Specification Item P-219 Recycled Concrete Aggregate Base Course as an alternative base course in the pavement section. This is an existing FAA specification and would not require any special modifications of standards to allow the use of the material. AID used this specification for the reconstruction of a portion of this apron located within Taxiway A Object Free Area.

For the asphalt portion of the pavement rehabilitation, AID recommends continuing the successful use of recycling the existing asphalt and base course to create a new stabilized base course. AID's past project at VNC required a modification of FAA design standards for the rehabilitation of Runway 4-22 (now 5-23) and associated taxiways. AID recommended this method, which allowed the use of existing material in lieu of importing new limerock base course. By doing so, the Airport saved on the cost of pavement demolition and disposal as well as the cost of new limerock base course.



This process was approved by the FAA because it met pavement design requirements, eliminated the disposal of existing valuable resources in landfills and the import of additional natural resources, and provided a substantial cost savings to the Airport. It also resulted in the elimination of approximately 3,000 truck trips from local and state roads. This project provided both a cost savings to Airport and an environmentally sustainable project. It was awarded the 2013 FDOT General Aviation Project of the Year.



DRAINAGE IMPROVEMENTS

Parts of the west public use apron will need to be carefully designed to continue improving the drainage in the area. The drainage and grading improvements were started during the recent improvements to Taxiway A, and would be continued during the apron rehabilitation. Since the apron area is already very flat and apron grades will need to be carefully controlled, AID will examine adding inlets at key points in the apron to quickly drain the parking positions. Since AID designed the grading scheme on Taxiway A, we are well-positioned to continue the grading design of the West Apron.



TEMPORARY (OR PERMANENT) TIE DOWNS

Currently, the aprons have tie-downs available for parked aircraft. These will need to be continuously provided during construction, so that a means of tie-down will always be available to aircraft. Therefore, the phasing plan will need to include either temporary tie-downs such as a cable system, or an adequate number of new permanent tie-downs will be provided during each phase to accommodate parked aircraft. AID will work with the Airport to optimize the new tie-down parking locations, provide permanent new tie-downs for each phase, and provide temporary means during construction.



SPECIAL MARKINGS

Part of the project will be to accurately re-establish the painted compass calibration pad and Unicom frequencies on the apron pavement. AID will work with the Airport staff to optimize the new location of the markings, and will then develop detailed marking plans that will include the compass calibration plan at its reestablished location. AID will provide detailed coordinates and procedures to confirm the compass points.

BUDGET MANAGEMENT

Establishing a budget at each project submittal and continually updating the cost estimate is critical to making a project successful and keeping grant dollars assigned. To control costs, AID will monitor the project budget from the planning stage and throughout the design.

At the beginning of the project, AID will prepare an estimate to ensure that the budget reflected in the Airport's Capital Improvement Program is consistent with the current construction costs. This process will be repeated throughout each phase of the design to confirm that the estimates' costs match the budget for the project.

Once the grant has been acquired and construction starts, it is also critical to ensure that the contractor meets all the grant requirements in terms of data reporting, such as DBE participation, certifications for American made products, quality assurance testing, and quarterly reports. Mohsen and our resident project representatives have worked with the contractors, clients, and the FAA to close out grants as soon as projects are completed.

SCHEDULE MANAGEMENT

Adhering to a project schedule is critical from the onset of a project when requests for grants have to be submitted by the deadline established by the funding agencies. AID adheres to all schedules committed to our clients. The type of scheduling software that we use is dependent upon the complexity of the assignment. The Apron Rehabilitation project is more complex, requires Team meetings and has a greater duration, therefore it will have its own schedule using Microsoft Project. This allows us to track resources, time, and budget and meet all scheduled deliverables.

Mohsen will work on a weekly basis with the project Team during the planning, design, and construction phase of a project to ensure all milestones are met. He will examine project status and address items such as upcoming coordination meetings, critical agency deadlines and review periods, permitting schedule, committee and board submittal dates, review comments, and budgets. This information and status reporting will then be relayed to the project Team members and the City staff at established meetings.



We strive to keep the construction management process simple and up to date, establishing clear lines of communication, and using tools like SharePoint, Bluebeam Studio, or a mutually agreed upon cloud-based service instead of paper letters, faxes, mailed packages, and other time-consuming traditions.

Finally, based on our experience, AID makes the following recommendations to simplify construction processes, closely track scope, costs, and scrutinize construction schedules:

- ➔ The designer must be an integral part of the construction management Team from the beginning. Through our relationships and communication techniques, we will not delay the project while waiting for design clarifications. A good relationship with the designer will alleviate that potential delay.
- ➔ Provide in-depth review of the initial baseline schedule and monthly schedules submitted thereafter with pay applications.
- ➔ Conduct a thorough constructability review before construction to help eliminate potential problems. Our pre-construction reviews, including underground utilities review, will help identify problems before the contractor arrives at the airport.
- ➔ At the beginning of the project, conduct contingency planning to run-through "what-if" scenarios and solutions that could delay the project. Examples include a hurricane mitigation plan, post-hurricane response plan, emergency response plan during construction, and a contingency plan during key points in the schedule such as Thanksgiving and other regionally significant events.
- ➔ AID works diligently to regain lost time that could occur on any project due to unforeseen circumstances. Our clients have been satisfied and appreciative of our efforts.

In summary, experienced staff and frequent communication with all stakeholders can help alleviate problems with schedules, scope changes, and cost increases.



TAB 6: REQUIRED FORMS

**SEALED REQUEST FOR QUALIFICATIONS
CITY OF VENICE, FLORIDA**

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO:

CITY OF VENICE
Procurement- Finance Department
401 W. Venice Avenue Room # 204
Venice, Florida 34285

CHECK ONE:

- ☒ Corporation
☐ Partnership
☐ Individual
☐ Joint Venture
☐ Other

SUBMITTED BY:

NAME: American Infrastructure Development, Inc.
ADDRESS: 3810 Northdale Blvd. Suite 170, Tampa, FL 33624
PRINCIPLE OFFICE: 3810 Northdale Blvd. Suite 170, Tampa, FL 33624

1. State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is:

American Infrastructure Development, Inc.

The address of the principal place of business is:

3810 Northdale Blvd. Suite 170, Tampa, FL 33624

2. If the Proposer is a corporation, answer the following:

- | | | |
|----|-------------------------------------|----------------------------|
| a. | Date of Incorporation: | <u>February 16, 2009</u> |
| b. | State of Incorporation: | <u>Florida</u> |
| c. | President's Name: | <u>Sabina C. Mohammadi</u> |
| d. | Vice President's Name: | <u>Sabina C. Mohammadi</u> |
| e. | Secretary's Name: | <u>Sabina C. Mohammadi</u> |
| f. | Treasurer's Name: | <u>Sabina C. Mohammadi</u> |
| g. | Name and address of Resident Agent: | <u>Sabina C. Mohammadi</u> |

3. If Proposer is an individual or partnership, answer the following:

a. Date of Organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation, partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

7 years

a. Under what other former names has your organization operated?

NA

Sabina C. Mohammadi; President-CEO 6-13-16

ACKNOWLEDGEMENT

State of Florida

County of Hillsborough

} SS.

On this the 13th day of June, 2016, before me, the undersigned Notary Public of the State of Florida, personally appeared Sabina C. Mohammadi and (Names of individual(s) who appeared before Notary) whose name(s) in/are Subscribed to within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:



Mandi Sue Rains
NOTARY PUBLIC, STATE OF FLORIDA

Mandi Sue Rains

(Name of Notary Public: Print, stamp, or type as commissioned)

☒ Personally known to me, or ☐ Produced Identification: _____ ☒ DID take an oath, or ☐ DID NOT take an oath

PROJECT TEAM

TEAM NAME: American Infrastructure Development, Inc.

FEDERAL ID No.: 26-4321571

Prime Role	Name & City of Residence of Individual Assigned to the Project	No. of Years Experience	Education, Degree(s)	Florida Active Registration Nos.
Principle-in-Charge	Sabina C. Mohammadi Tampa, FL	26	Masters, Business Management University of South Carolina	
Project Manager	Mohsen Mohammadi Tampa, FL	26	University of South Carolina Ph.D. in Civil/Structural Engineering M.S. in Civil/Structural Engineering B.S. in Civil Engineering	P.E 47813
Project Architect	N/A			
Project Construction Administrator	Kyle Holley Tampa, FL	9	B.S. Civil Engineering Auburn University	P.E 72953
Other Key Member	N/A			
Other Key Member				
Sub-consultant Role	Company Name and Address of Office Handling this Project		Projected % of Overall Work on the Entire Project	Name of Individual Assigned to Project
Survey Services	Cardno 551 North Cattlemen Road, Suite 106 Sarasota, FL 34232		2%	Scott R. Urquhart, PSM Robert G. Amann, Jr., PSM
Geotechnical Services	Terracon 8260 Vico Court, Unit B Sarasota, FL 34240		15%	Scott N. Parrish, PE Douglas S. Dunkelberger, PE

PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not submit an RFQ proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in 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, Sub-Contractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 2876.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

I, Sabina C. Mohammadi, being an authorized representative of the firm of American Infrastructure Development, Inc., located at City: Tampa
State: Florida Zip: 33624, have read and understand the contents of the
Public Entity Crime Information and of this formal RFQ package, hereby submit our proposal
accordingly.

Signature: *Sabina C. Mohammadi*
Phone: 813-374-2200
Federal ID#: 26-4321571

Date: June 13, 2016
Fax: 813-374-8905

DRUG FREE WORKPLACE

Preference shall be given to business with drug-free workplace programs. Whenever two or more RFQs, which are equal with qualifications and service, are received by the City for the procurement of commodities or contractual services, an RFQ received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, your firm shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under an RFQ, a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under RFQ, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Concur _____ ✓

Variance _____

June 13, 2016
Date

Sabrina C. Mohammadi
Contractor's Signature

INDEMNIFICATION/HOLD HARMLESS

The elected firm shall indemnify and hold harmless the City 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 elected firm and other persons employed or utilized by the elected firm in the performance of the contract.

I, Sabina C. Mohammadi, being an authorized representative of the firm of
American Infrastructure Development, Inc. located at City Tampa, State
Florida, Zip Code 33624 Phone: 813-374-2200 Fax:
813-374-8905. Having read and understood the contents above, hereby submit
accordingly as of this Date, June 13, 2016.

Sabina C. Mohammadi

Please Print Name

Sabina C. Mohammadi
Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature or for the contract period, whichever is longer.

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS
STATE OF FLORIDA GRANT ASSISTANCE PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT UNITED STATES
DEPARTMENT OF ENERGY AWARDS**

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
 - a. Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - b. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and (b) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or Local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this 13th day of June, 2016.

By: Sabina C. Mohammadi
Authorized Signature

Sabina C. Mohammadi / President-CEO
Typed Name of Title

American Infrastructure Development, Inc.
Recipient's Firm Name

3810 Northdale Blvd. Suite 170
Street Address

Tampa, FL 33624
City/State/Zip Code

CONFLICT/NON CONFLICT OF INTEREST AND LITIGATION STATEMENT

CHECK ONE

☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients, contracts, or property interest for this project.

OR

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

IN FLORIDA ONLY, JUDGMENTS AGAINST THE FIRM, AND SUITS AGAINST CITY OF VENICE. INCLUDE ACTIONS AGAINST THE FIRM BY OR AGAINST ANY LOCAL, STATE, OR FEDERAL REGULATORY AGENCY.

CHECK ONE

☒ The undersigned firm has had no litigation adjudicated against the firm on any projects in the last five (5) years and has filed no litigation against City of Venice in the last five (5) years.

OR

☐ The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation in Florida adjudicated against the firm during the past five (5) years; all legal actions against City of Venice during the past five (5) years; and actions by or against any Federal, State and local agency during the past five (5) years.

Company Name: American Infrastructure Development, Inc.

Authorized Signature: *Sabina C. Mohammadi*

Name (print or type): Sabina C. Mohammadi

Title: President - CEO

Failure to check the appropriate blocks above may result in disqualification of your proposal. Failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal. Should additional information regarding the above items come to the attention of City of Venice after award, the awarded contract shall be subject to immediate termination.

NON-COLLUSION AFFIDAVIT

State of Florida
County of Hillsborough
Sabina C. Mohammadi

SS.

being first duly sworn, deposes and says that:

1. He/she is the President - CEO, (Owner, Partner, Officer, Representative or Agent) of American Infrastructure Development, Inc. the Proposer that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]

By: Sabina C. Mohammadi
Sabina C. Mohammadi
(Printed Name)
President - CEO
(Title)

ACKNOWLEDGEMENT

State of Florida
County of Hillsborough

On this the 13th day of June, 2016, before me, the undersigned Notary Public of the State of Florida, personally appeared Sabina C. Mohammadi and (Names of individual(s) who appeared before Notary) whose name(s) in/are subscribed to within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:



Mandi Sue Rains
NOTARY PUBLIC, STATE OF FLORIDA
Mandi Sue Rains
(Name of Notary Public: Print, stamp, or type as commissioned)

☒ Personally known to me, or ☐ Produced Identification: _____ ☒ DID take an oath, or ☐ DID NOT take an oath

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

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

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States, or;
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

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

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

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Dated this 13th day of June, 2016.

By: *Sabrina C. Mohammadi*
Authorized Signature

President - CEO

Typed Name of Title

American Infrastructure Development, Inc.

Recipient's Firm Name

3810 Northdale Blvd. Suite 170

Street Address

Tampa, FL 33624

City/State/Zip Code



6200 Whiskey Creek Drive, Fort Myers, Florida 33919 Phone: 239.985.1200 Fax: 239.985.1259

June 21, 2016

Ms. Heather LeDuc
Property Administrator
Venice Municipal Airport
150 Airport Ave E.
Venice, Florida 34285

**RE: *Independent Fee Estimate for Design and Bidding Services,
Apron Reconstruction Venice Airport
HM Project No.2016-044***

Dear Heather:

As requested, Hole Montes, Inc. has completed an Independent Fee Estimate for Design and Bidding Phase Services; and Construction Phase Services for the above project, which includes reconstruction of approximately 54,500 square yards of public apron areas. The proposed scope of work is outlined in Exhibit "A" Work Assignment #29 for American Infrastructure Development, Inc. The Estimated Overall Project cost of \$8.8 M was considered in this evaluation. This number was based on a FDOT planning document titled "Airport Costs", dated January 14, 2016.

Hole Montes' fee estimate associated with the scope provided is as follows:

Total Design and Bidding Services (Not-to-Exceed)	\$240,250
Total Construction Phase Services (Not-To-Exceed)	\$322,000

Estimated Total Fee \$562,250

The attached spreadsheets provide additional detail.

Thank you for the opportunity to serve the City of Venice and the Venice Municipal Airport. If you have any questions, feel free to contact me at 239-985-1221.

Very truly yours,

HOLE MONTES, INC.

Timothy J. Parker, P.E.
Project Manager

TJP/kgc

Attachments

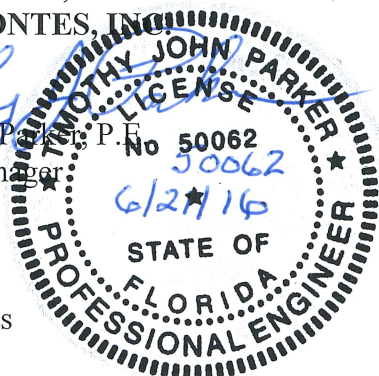


Exhibit B: Fees

TASK	Totals
------	--------

Basic Services (Lump Sum)

Phase 1 -	Program Verification	\$10,000.00
Phase 2 -	Design Development (30%)	\$25,000.00
Phase 3A -	Contract Documents (60%)	\$35,000.00
Phase 3B -	Contract Documents (90%)	\$65,000.00
Phase 3C -	Contract Documents (100%)	\$18,000.00
Phase 4 -	Bidding and Award Services	\$7,500.00
Phase 5 -	Construction Phase Services (Lump Sum) 40 Weeks (6 preconstruction - 26 construction - 8 closeout)	\$127,500.00
Total Basic Services:		\$288,000.00

Special Services

*	1	Geotechnical Investigations (NTE)	\$18,000.00
*	2	Field Survey (LS)	\$28,500.00
	3	Quality Assurance Testing (NTE)	\$35,000.00
	4	RPR Services - 30 Weeks (Hourly)	\$140,000.00
*	5	Drainage Permitting Notification to SWFWMD (LS)	\$3,500.00
*	6	Grant Services During Design (Grant App/Quarterly Reports) (LS)	\$12,000.00
	7	Grant Services During Construction (Buy American, Quarterly Reports, DBE, Davis-Bacon) (LS)	\$7,500.00
*	8	Prepare CATEX (LS)	\$7,500.00
*	9	Meeting with the FAA (Modifications to Standards) (LS)	\$2,500.00
*	10	Airspace Checklist Submittal (OE/AAA), CSPP (LS)	\$3,500.00
	11	Prepare Record Drawings	\$12,000.00
Total Special Services:			\$270,000.00

*=Design Phase

Expenses (Lump Sum)

Reproduction	\$750.00
SWFWMD Permit Fees (Allowance)	\$3,500.00
Total Expenses:	\$4,250.00

Total Design and Bidding Fees (Not to Exceed):	\$240,250.00
Total Construction Phase Services Fees (Not to Exceed):	\$322,000.00
Total Fees	\$562,250.00

AMENDMENT NO. 1 TO AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE
CITY OF VENICE, FLORIDA, AND
AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

WHEREAS, on **July 12, 2016**, the parties entered into an Agreement for Consultant Services (“**AGREEMENT**”) whereby American Infrastructure Development, Inc. (the “**CONSULTANT**”) would perform professional services for the City of Venice, Florida (“**OWNER**”); and

WHEREAS, the **OWNER** wishes to authorize the **CONSULTANT** to perform professional services concerning additional Construction Administration Services and DBE Program Update as an **Amendment No. 1** to the **AGREEMENT** 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 **AGREEMENT** and in this Amendment, the parties agree as follows:

1. General description of the project – Provide additional Construction Administration Services for 40 additional days (from 210 to 250) of construction. Also included is the update to the DBE Program.
2. Scope of services to be performed – The **CONSULTANT** will provide these services as further described in Exhibits A and C.
3. Compensation to be paid – The total contract amount for the **AGREEMENT** will be adjusted as follows as described in Exhibits B and D:

Original Contract Amount	\$489,015.00
Additional CA Services	\$44,866.00
DBE Program Update	\$14,920.00
Total New Contract Amount	\$548,801.00

4. Time for completion – The **CONSULTANT** will complete this work within 250 calendar days from Notice-To-Proceed.
5. Additional meetings or services required beyond those identified in the scope of work will require a separate Amendment.

6. The parties acknowledge that issuance of a Notice to Proceed is contingent upon the City's receipt of grants from the Federal Aviation Administration and Florida Department of Transportation pertaining to the work described herein.
7. All other terms and conditions of the **AGREEMENT** shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the ____ day of _____, 2017.

**AMERICAN INFRASTRUCTURE
DEVELOPMENT, INC.**

By: *Sabina C. Mohammadi*

CITY OF VENICE, FLORIDA

By: _____

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

David Persson, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**



**RECONSTRUCT PUBLIC USE AND MID-FIELD APRONS
ADDITIONAL SERVICES
AMENDMENT #1
VENICE MUNICIPAL AIRPORT**

Scope of Services

The original Contract for this project included a scope and fee for Construction Administration (CA) and Resident Project Representative (RPR) Services for a duration of 210 calendar days. This duration was estimated prior to the design being completed and Bid Documents produced.

Based on the schedule shown in the Bid Documents, the Contract time is 250 calendar days. This Amendment #1 provides additional CA and RPR services for the difference of 40 calendar days in the construction schedule. Exhibit B provides the fees for these services.

Also, included in this Amendment is a proposal to provide Grant Compliance Services associated with the review of Weekly Certified Payrolls submitted by the Contractor and Sub-Contractors. This extensive effort, which includes a thorough review of the wage rates and deductions, was not included in the original contract. Exhibit B provide a scope and fee for this effort.

This Amendment also includes a proposal for updating the existing DBE Program to include projects included in the JACIP for the next three years. Exhibit C and D provide the scope and fees for the DBE Program Update.

Project Schedule

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

<u>Task</u>	<u>Days</u>
Additional Construction Phase Services	40
DBE Program Update	120
Review of Weekly Certified Payrolls	220

EXHIBIT B
RECONSTRUCT PUBLIC USE AND MID-FIELD APRONS
ADDITIONAL SERVICES
AMENDMENT #1
VENICE MUNICIPAL AIRPORT

TASK		Totals
<u>Basic Services (Lump Sum)</u>		
Phase 5 -	Additional Construction Phase Services (6 weeks)	\$6,382.00
Total Basic Services:		\$6,382.00
<u>Special Services</u>		
1	Review Weekly Payrolls	\$9,984.00
2	Additional RPR Services - 6 Weeks (Hourly)	\$28,500.00
Total Special Services:		\$38,484.00
<u>Expenses (Lump Sum)</u>		
	Reproduction	\$0.00
Total Expenses:		\$0.00
Total Construction Phase Services Fees (Not to Exceed):		\$44,866.00

EXHIBIT B
RECONSTRUCT PUBLIC USE AND MID-FIELD APRONS
ADDITIONAL SERVICES
AMENDMENT #1
VENICE MUNICIPAL AIRPORT

TASK		Project Principal	Project Manager	Senior Engineer	Engineer	Technician	Clerical	Totals
		\$192.00	\$180.00	\$159.00	\$125.00	\$63.00	\$59.00	
Phase 5 - Additional Construction Phase Services (6 weeks)								
1	Coordinate with Owner		6				2	8
2	Coordinate with Subconsultants		4	2			4	10
3	Prepare a Construction Management Plan							0
4	Prepare for and Attend Pre-Construction Conf							0
5	Review Shop Drawings/Submittals							0
6	Periodic Site Visits (2 additional)		8					8
7	Weekly Progress Meetings (6 Weeks)		4	4				8
8	Prepare Change Orders							0
9	Review Test Results		2	2				4
10	Review Periodic Payment Requests			2			2	4
11	Perform Final Inspection/Prepare Punch list (2 Visits)							0
12	Assist in Project Closeout							0
Total Labor Hours:		0	24	10	0	0	8	42
Total Labor Costs:		\$0.00	\$4,320.00	\$1,590.00	\$0.00	\$0.00	\$472.00	\$6,382.00
Total Fees (Lump Sum):								\$6,382.00

EXHIBIT B
 RECONSTRUCT PUBLIC USE AND MID-FIELD APRONS
 ADDITIONAL SERVICES
 AMENDMENT #1
 VENICE MUNICIPAL AIRPORT

TASK	Project Principal	Project Manager	Senior Engineer	Engineer	Technician	Clerical	Total Hours	Total Dollars
	\$192.00	\$180.00	\$159.00	\$125.00	\$63.00	\$59.00		

Special Services

1	Review Weekly Payrolls		24			96		\$9,984.00
4	Additional RPR Services - 6 Weeks (Hourly)		6 Weeks @	50	hours @	\$95.00		\$28,500.00

Total Fees - Special Services (LS or NTE)

\$38,484.00

EXHIBIT C
SCOPE OF SERVICES



DISADVANTAGED AND SMALL BUSINESS ENTERPRISE PLANNING SERVICES
FISCAL YEARS 2018 - 2020
VENICE MUNICIPAL AIRPORT

SCOPE OF SERVICES

This work assignment represents a plan-in-progress for the purpose of maintaining compliance with federal grant assurances and remaining eligible for federal and state funding, the City of Venice as the Sponsor of the Venice Municipal Airport, must comply with all standards of Federal Code of Regulations relating to the participation of socially and/or economically disadvantaged individuals or organizations in the public procurement process. The US Department of Transportation's (DOT) Disadvantaged Business Enterprise (DBE) program as outlined in 49 CFR Part 26 provides a "vehicle for increasing the participation of Minority Business Enterprises (MBE) in state and local procurement." Thus, state and local transportation agencies which receive federal funding via the Federal Highway Administration (FHWA), Federal Aviation Administration (FAA) and/or Federal Transit Administration (FTA) are required to establish an approved DBE program, an annual goal, and project specific goals in addition to providing post award oversight and recording actual DBE participation which includes the annual submission of the Uniform Report of Actual DBE Participation and DBE Contractor data.

PROJECT OBJECTIVE

The objective of this project is to update the existing DBE Program to remain in full compliance with DOT established rules and regulations regarding the DBE program outlined in 49 CFR Part 26, in order to remain eligible for FAA Airport Improvement Program (AIP) and FDOT grant funding for airport related projects. The purpose of the DBE Program is to ensure that DBEs and Small Business Enterprises (SBEs), as defined in both 49 CFR Part 26 and Small Business Administration's (SBA) Business Development Program (8(a)), have an equal opportunity to receive and participate in DOT-assisted contracts.

As such, AID will develop a DBE Program for the Venice Municipal Airport, which will accomplish the following:

- Ensure nondiscrimination in the award and administration of DOT assisted contracts.
- Create opportunities in which DBEs and SBEs can compete fairly for DOT assisted contracts.
- Ensure the DBE program is narrowly tailored in accordance to applicable law.
- Ensure that only firms that fully meet 49 CFR Part 26 and SBA eligibility standards are permitted to participate as DBEs and SBEs.
- Help remove barriers to participation of DBEs and SBEs in DOT assisted contracts.

EXHIBIT C SCOPE OF SERVICES



- Provide post award oversight and increased recipient accountability with regard to DBE and SBE participation.
- Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

It is important to note that both the Airport DBE Program and established goals are based on planned airport projects likely to obtain FAA and Florida Department of Transportation (FDOT) Aviation Office funding only. Goals established here do not reflect the likely DBE participation associated with non-airport related projects. Separate goals and contract requirements are established based upon each operating administration's anticipated funding and likely projects. Therefore, the goals created in this document cannot and should not be used to establish the DBE requirements for planned Federal Highway Administration or Federal Transit Administration funded projects.

PROGRAM ELEMENTS

ELEMENT 1: Revise Disadvantaged Business Enterprise Program

Airports that anticipate federal funding must submit a revised DBE Program to include the revised project, contract, and overall three (3) year goal calculations in addition to a small business enterprise program, to their respective FAA Civil Rights Office for review and approval. Therefore, the tasks and elements included herein are to provide compliance with regulations and assurances outlined in 49 CFR Part 26.

TASK 1: Coordination and Data Collection

Data collection will include historical DBE and non-DBE participation at Venice Municipal Airport, public airports within the established market area, local and regional disparity study data, as well as local and regional small business enterprise information. AID will work with Airport staff to identify and prioritize planned development and anticipated funding at the airport.

To establish the three (3) year DBE project goals and small business set-aside program, AID will need to collect information related to planned development, which is likely to occur at the airport during fiscal years (FYs) 2018 through 2020 (October 1, 2017-September 30, 2020), wherein Federal and State funding are anticipated. This will require meetings/conference calls with Airport staff, the FAA Airport District Office (ADO), and the FDOT staff, as well as current consultants/contractors to determine project priorities and likely funding. It is important to note that DBE participation is required for all federal grant funding that exceeds \$250,000 in a given fiscal year, whether provided through the FAA

EXHIBIT C SCOPE OF SERVICES



AIP program or through a State Program. All airport projects are likely to receive FDOT funding, either in conjunction with FAA AIP funding or FDOT only funding that exceeds the established \$250,000 threshold, are to be evaluated as part of the DBE and SBE program.

TASK 2: Establish DBE Goals, Small Business Set-Asides, Good Faith Efforts, and Counting

It is important to note that project “set-asides” are associated with the small business program only because they are based upon race and gender neutrality. Set-asides and/or quotas will not be used in any way in the administration of the disadvantaged business enterprise portion of the program or in association with development of the overall DBE goal, project, and contract goals.

Task 2.1: Establish Market Area (DBE and SBE), including Historical Participation, and Availability of DBEs and SBEs

As part of the three step process outlined in 49 CFR Part 26.51, AID will:

1. Establish the Airport’s normal market area based upon information on similar projects where 70 to 75 percent of historical contract dollars were spent.
2. Identify the different types of work and associated NAICS/SIC Codes based upon work anticipated to occur during the three (3) year goal period (FYs 2018-2020, October 1, 2017 through September 30, 2020).
3. Identify DBE and non-DBE contractors and sub-contracts within the market area ready, willing and able to accommodate DOT-assisted project demand requirements utilizing the most recent FDOT DBE Directory, FAA DBE-Connect System, as well as local data.
4. Obtain historical information on DBE/SBE participation on similar projects, including reviewing participation at other public airports within the region in addition to local disparity studies in order to determine historical race/gender-conscious and race/gender-neutral participation.

Further, to support bidders “Good Faith Effort” requirements (49 CFR Part 26.53), AID will develop a contact list of qualified DBE contractors based upon planned projects in the established airport market area to encourage contractors to take all necessary and reasonable steps to secure certified DBE participation. Further, bidders should also be encouraged to look beyond the list provided, including consulting the FDOT’s list of Unified Certification Program (UCP) certified DBE firms and small business enterprises to make a reasonable good faith effort.

EXHIBIT C SCOPE OF SERVICES



Task 2.2: Establish Individual DBE Project and Contract Goals, including Race-Conscious and Race-Neutral Participation for Fiscal Years 2018 through 2020

Incorporation of a contract DBE goal is a race/gender conscious method of obtaining DBE participation. Race/Gender-Neutral measures/programs are those programs used to assist all small businesses and include gender-neutrality. Race/Gender-conscious programs/measures are those that are specifically focused on assisting only DBE firms, including women-owned DBE firms. Since sponsors must strive to meet the maximum feasible portion of their overall goal using race/gender neutral means, sponsors may not apply race/gender conscious goals (contract goals); unless they can reasonably demonstrate that they will not meet their overall goal using race/gender neutral means only.

Contract goals will be established for federally and state funded projects with grants of \$250,000 or greater that have subcontracting opportunities, and will reflect participation by willing, able, and available DBEs within the established market area. Using the three step process established in 49 CFR Part 26.51, AID will:

1. Determine the base figure for available DBEs relative to all available firms for each anticipated federally funded project that have subcontracting possibilities. This includes developing a weighted calculation for each project based upon the percentage work types, divided by the number of DBE firms by the number of all firms to establish a base figure for the market area.
2. Each base goal will be adjusted if required using historic information, availability of certified DBE firms to perform the work, any relevant disparity studies as well as any other data that would provide a better measure as to the likely percentage of work that DBEs would likely obtain in the absence of discrimination.
3. A race/gender neutral component will be developed for each project goal using historical participation obtained on similar projects as well as local disparity information if available. According to 49 CFR Part 26.53, only the race/gender conscious value of the project contract goal may be advertised.

Task 2.3: Establish Overall three (3) year DBE Goal, including Race-Neutral and Race Conscious Participation

This task includes the evaluation of the overall DBE construction goal for federally funded DOT assisted contracts for fiscal years 2018 through 2020, including that projection of the overall goal and associated fees likely to be met through race/gender neutral and race/gender conscious means. The establishment of the three (3) year overall goal including anticipated race/gender-neutral and conscious

EXHIBIT C SCOPE OF SERVICES



participation is to be based upon the three year average of each calculated average annual goal. The establishment of the annual goal will be determined based upon the established project goals.

Task 2.4: Identify Projects and/or Elements Eligible for Small Business Set-Aside Program during three (3) Year Period (FYs 2018-2020)

To foster small business participation on DOT-assisted projects, AID will consult with the Airport staff to determine what projects listed within the airport's current work program for FYs 2018 through 2020 would be appropriate for unbundling and/or set-aside. AID would also determine if the Sponsor wants to implement small business goals and/or a micro-small business program. This information will be used to identify likely small business enterprise participation during the three (3) year goal period.

Since small business participation will include all projects not just those which receive an AIP grant of \$250,000 or greater, AID will:

1. Validate the market area determined in Task 3.1 as it relates to small business participation on all projects.
2. Identify the different types of work and associated NAICS/SIC Codes based upon work anticipated to occur during the three (3) year goal period.
3. Identify any additional economically disadvantaged contractors based upon the small business or micro-business criteria set by the Sponsor.
4. Obtain any other historical information on SBE participation on similar projects at other public airports within the region and from information provided by local small business enterprise assistance organizations.

Although a small business goal is not required at this time, AID will use this information to provide a database/list to potential prime contractors in an effort to foster small business participation on airport related projects. Further, this information will allow the Airport to identify opportunities where additional small business participation could be achieved. Participation by a designated socially and economically DBE as defined in Part 26.39 is designated as race/gender neutral under this program.

TASK 3: Community Outreach/Public Participation

FAA Civil Rights has placed additional effort on public participation and outreach as detailed in Section 26.45(g) especially for those regions, which have not recently completed a disparity study. Therefore, AID will review any DBE/SBE outreach programs

EXHIBIT C SCOPE OF SERVICES



provided by the City of Venice and the Airport, as well as review any local disparity studies, if available. AID will also consult with minority, women's, and small business general contractors, community organizations, universities, business assistance centers, and other officials and organizations, including the FDOT, the City, and the County Government, in an effort to obtain data related to the availability of business opportunities, potential impediments to participation, as well as the Sponsor's efforts to establish a level playing field for DBE and SBE participation on airport-related projects.

Upon establishing the draft DBE overall three (3) year goal including anticipated race/gender conscious and race/gender neutral participation and the small business enterprise program including small business set-aside recommendations, this information along with the methodologies used will be submitted to various local and regional disadvantaged and small business organizations to determine if additional adjustments to the DBE goal, small business program, and associated methodologies is required to reflect current conditions.

A public meeting and face-to-face meetings are now required as part of this effort; therefore, once a draft program and goals are developed, AID will meet with local organizations, as well as hold a public meeting prior to the 45-day review period within the local area to obtain public input on the process and to identify any issues which may negatively impact small businesses from participating on airport projects.

TASK 4: Reports Preparation, Review and Submittal

This task includes the preparation of a draft DBE Program including DBE Goal Report for FYs 2018 through 2020, Small Business Set-Aside Program, letters and comments received from minority, women, small business, and other related organizations, copies of the Sponsor's organizational chart, a list of relevant DBE contractors within the established market, in addition to all required legal paperwork and contract clauses for Sponsor and public review. The DBE Program, goals, methods of attainment, small business set-aside requirements, and other portions of the DBE and SBE program are subject to revision following a 45-day public review and comment period that will commence with the draft publication and advertisement of the plan. Following the 45 day review process, any comments will be addressed and incorporated and a revised plan including goals will be submitted to Airport Management, the City of Venice, and FAA Civil Rights Office for final approval.

EXHIBIT C SCOPE OF SERVICES



TASK 5: Client and Agency Follow-up Coordination

Following submittal of the report to the Sponsor and FAA, AID will contact the FAA approximately 60 days following the submittal to address any concerns or issues and obtain final FAA approval. Copies of the report will be maintained at AID's offices in both Tampa and Orlando, Florida.

ELEMENT 2: On-Call Coordination/Goal Compliance

During the assignment, the Venice Municipal Airport or its Sponsor, the City of Venice, may choose to add supplemental tasks, as necessary, or at the recommendation of the FAA Airport Districts Office, the FAA Civil Rights, and/or the FDOT. The following supplemental tasks are not included in the basic scope of services and fees for **Element 1**. However, an estimate of time and materials is provided in **Exhibit B** for funding estimating purposes only.

Supplemental tasks under **Element 2** require formal written approval to begin, and these services will be provided on a time and materials basis in amounts to be determined at the time of authorization.

TASK 1: Goal Compliance

The Venice Municipal Airport must conduct annual reviews of its DBE goal and program for changes that may warrant a modification of the overall goal (e.g., change in projects planned, anticipated funding, or change in project priorities and costs). In order to see that the program is administered in a narrowly tailored manner as required by the DBE rule, the Sponsor must adjust contract goals to reflect the current status of their effort to meet the overall goal. Examples include:

1. If after two (2) years into program, the Sponsor discovers that DBE participation to date exceeds the originally projected value, the Sponsor needs to lower the contract goal so that the overall DBE goal is not exceeded at the end of the three (3) year period.
2. If after two (2) years, the Sponsor discovers that the DBE participation to date is less than originally projected, the Sponsor needs to raise the contract goal in order to meet the overall DBE goal at the end of the three (3) year period.
3. If during the course of the three (3) year period, the Sponsor meets the overall DBE goal; all future projects within the remaining three (3) year period should be based only on race/gender neutral means. Therefore, the Sponsor may not apply contract goals in this case.

Any modifications must be submitted to the FAA, operating administration, for approval of any significant adjustment made to the goal during the three (3) year period based upon

EXHIBIT C SCOPE OF SERVICES



changed circumstances. If such modifications are required, AID will be available to assist at the request of the Airport and Sponsor as needed.

TASK 2: On-Call Coordination

AID will respond to any additional Sponsor needs as required including presentations to staff and City administration. AID will further address, as needed, any issues related to determination of the DBE goal, SBE opportunities, and DBE/SBE participation, as well as coordinate with the FAA Civil Rights, the FAA Airport District Office, and the Sponsor in order to maintain compliance with regard to current and future funding and grant assurance requirements.

PROJECT SCHEDULE

This project will begin immediately following the issuance of the Notice to Proceed. Copies of all documents will be submitted to the Sponsor/Airport at least two (2) weeks prior to the dates listed above, if not earlier, for review and comment.

The three (3) year Overall Goal (FYs 2018-2020) and Small Business Set-Asides each require a 30-day public review and 45-day public comment period. The comment period will begin following advertisement of the program in the local newspaper, minority reports and Sponsor's website, if applicable. AID will incorporate and respond to any relevant comments, and submit a final draft copy of the report to the Airport's DBE Liaison Officer. Upon approval by the DBE Liaison Officer, a signed copy of the report which must include an actual copy of the public advertisement(s) and any relevant public comments will be submitted to the FAA Civil Rights Office, Atlanta FAA Regional Headquarters, and Orlando Airport District Office for review and approval.

Any changes required by the FAA associated with the FYs 2018 through 2020 Overall DBE Goal Report, Small Business Enterprise Program, and/or FY 2017 Actual DBE/SBE Participation will be performed by AID and resubmitted to both the City of Venice DBE Liaison Officer and FAA for final acceptance. Copies of all reports will be maintained in both hard and electronic formats at AID's Tampa, FL office.

DBE PROGRAM UPDATE
VENICE MUNICIPAL AIRPORT

Description	Project Principal	Project Manager	Senior Engineer	Planner	Senior Designer	Clerical	Totals
	\$192.00	\$180.00	\$159.00	\$125.00	\$96.00	\$59.00	

Element 1 - Revise Disadvantaged Business Enterprise Program

Task

1	Coordination and Data Collection				10	2	12
2	Establish DBE Goals, Small Business Set-Aside, Good Faith Efforts and Counting						
2.1	Establish Market Area (DBE and SBE), including Historical Participation, and Availability of DBEs and SBEs				10		10
2.2	Establish Individual DBE Project and Contract Goals, including Race-Conscious and Race-Neutral Participation for Fiscal Years 2018 through 2020				20		20
2.3	Establish Overall 3-year DBE Goal, including Race-Neutral and Race Conscious				6		6
2.4	Identify Projects and/or Elements Eligible for Small Business Set-Aside Program				12		12
3	Community Outreach/Public Participation				16		16
4	Reports Preparation, Review and Submittal		4		20	4	28
5	Client and Agency Follow-up Coordination		2		4		6
Total Labor Hours:		0	6	0	98	0	110
Total Labor Costs:		\$0.00	\$1,080.00	\$0.00	\$12,250.00	\$0.00	\$13,684.00

Element 2 - On-Call Coordination/Goal Compliance

Task

1	Goal Compliance				4	2	6
2	On-Call Coordination				4	2	6
Total Labor Hours:		0	0	0	8	0	12
Total Labor Costs:		\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,236.00

Total Fees (Lump Sum):

\$14,920.00

May 9, 2017

Mr. Mark Cervasio
Airport Director
Venice Municipal Airport
150 Airport Avenue East
Venice, FL 34285

Subject: **Venice Municipal Airport
Reconstruct Public Use and Mid-Field Aprons
Review of Bid Proposals**

Dear Mark:

Enclosed for your review is the Bid Tabulation Sheets for the referenced project. The Bid Opening was conducted on the established bid submittal deadline of May 3, 2017 at 2:00 PM. Three bids were received.

The following list provides the Engineer's Estimate and the total value of the submitted Bids.

<u>Name of Bidder</u>	<u>Total Bid Amount</u>
<i>Engineer's Estimate</i>	\$4,757,115.00
Ajax Paving Industries of Florida, LLC	\$4,385,086.98
Preferred Materials, Inc.	\$4,446,452.85
A2 Group, Inc.	\$5,379,265.97


The apparent low bidder, Ajax Paving Industries, has provided sufficient documentation, in our opinion, to show that they will meet the DBE goal of 9.2%. The second low bidder, Preferred Materials, did not meet the DBE goal but did provide sufficient documentation of Good Faith Effort. The third bidder, A2 Group, did not submit all the bid forms, including any DBE information, and are found to be non-responsive.

Based on the evaluation performed by AID and our understanding of available funds, it is our recommendation to award the project to Ajax Paving Industries, the lowest responsive and responsible bidder, for the total bid amount of \$4,385,086.98, which includes Base Bid, Additive Bid #1 and Additive Bid #2.

Our recommendation is also contingent on the City of Venice's legal review of the bid documents.

Please contact me at (813)-374-2200 if you have any questions or require additional information regarding the project.

Sincerely,
American Infrastructure Development, Inc.



Mohsen Mohammadi, Ph.D., P.E.
Senior Consultant

Attachment: Bid Tabulation Sheets

					ENGINEER'S ESTIMATE		Ajax Paving Industries of Florida, LLC		Preferred Materials, Inc.		A2 Group, Inc.	
Item No.	Bid Item	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
BASE BID - West Public Use Apron and Mid-Field Apron Reconstruction												
1	P-100-1	Mobilization	LS	1	\$385,710.00	\$385,710.00	\$359,239.61	\$359,239.61	\$366,603.00	\$366,603.00	\$429,363.01	\$429,363.01
2	P-102-1	Safety, Security and Maintenance of Airfield Operations	LS	1	\$85,710.00	\$85,710.00	\$354,756.34	\$354,756.34	\$256,321.00	\$256,321.00	\$59,035.04	\$59,035.04
3	P-101-1	Concrete Pavement Demolition	SY	33,420	\$18.00	\$601,560.00	\$14.74	\$492,610.80	\$14.98	\$500,631.60	\$14.76	\$493,279.20
4	P-101-2	Bituminous Pavement Demolition	SY	175	\$10.00	\$1,750.00	\$15.38	\$2,691.50	\$15.45	\$2,703.75	\$59.04	\$10,332.00
5	P-101-3	1" Bituminous Pavement Milling	SY	2,200	\$4.00	\$8,800.00	\$4.56	\$10,032.00	\$4.64	\$10,208.00	\$2.07	\$4,554.00
6	P-101-4	Miscellaneous Concrete Demolition	SY	50	\$100.00	\$5,000.00	\$112.34	\$5,617.00	\$108.22	\$5,411.00	\$49.59	\$2,479.50
7	P-101-5	Drainage Inlet Demolition	EA	1	\$1,500.00	\$1,500.00	\$1,485.60	\$1,485.60	\$1,482.53	\$1,482.53	\$5,903.50	\$5,903.50
8	P-101-6	Abandon 2-6" DIP In Place with Flowable Fill	LF	111	\$15.00	\$1,665.00	\$54.80	\$6,082.80	\$53.52	\$5,940.72	\$118.07	\$13,105.77
9	P-151-1	3" Turf Stripping	SY	3,930	\$5.00	\$19,650.00	\$3.94	\$15,484.20	\$3.94	\$15,484.20	\$5.90	\$23,187.00
10	P-152-1	Unclassified Excavation	LS	1	\$75,000.00	\$75,000.00	\$273,137.87	\$273,137.87	\$327,662.00	\$327,662.00	\$501,797.82	\$501,797.82
11	P-156-1	Temporary Erosion Control and Pollution Prevention	LS	1	\$5,000.00	\$5,000.00	\$9,537.24	\$9,537.24	\$102,414.07	\$102,414.07	\$4,722.80	\$4,722.80
12	P-219-1	6 inch Recycled Concrete Aggregate Base Course	SY	10,200	\$18.00	\$183,600.00	\$7.14	\$72,828.00	\$7.47	\$76,194.00	\$17.71	\$180,642.00
13	P-219-2	7 inch Recycled Concrete Aggregate Base Course	SY	23,500	\$21.00	\$493,500.00	\$7.47	\$175,545.00	\$7.46	\$175,310.00	\$20.66	\$485,510.00
14	P-220-1	Cold Recycled Bituminous Base Course (10" Nominal Depth)	SY	18,900	\$17.00	\$321,300.00	\$9.93	\$187,677.00	\$9.55	\$180,495.00	\$10.33	\$195,237.00
15	P-401-1	Bituminous Surface Course	TN	10,310	\$150.00	\$1,546,500.00	\$147.55	\$1,521,240.50	\$131.50	\$1,355,765.00	\$155.26	\$1,600,730.60
16	P-602-1	Bituminous Prime Coat	GAL	4,050	\$2.50	\$10,125.00	\$4.35	\$17,617.50	\$4.00	\$16,200.00	\$4.72	\$19,116.00
17	P-603-1	BituminousTack Coat	GAL	1,500	\$2.50	\$3,750.00	\$3.40	\$5,100.00	\$3.50	\$5,250.00	\$4.13	\$6,195.00
18	P-620-1	Temporary Markings (30% Application Rate, Non-Reflective White and Yellow)	SF	8,450	\$1.00	\$8,450.00	\$3.97	\$33,546.50	\$2.73	\$23,068.50	\$2.95	\$24,927.50
19	P-620-2	Final Reflective Runway and Taxiway Markings (100% Application Rate, Type III Beads)	SF	8,450	\$2.00	\$16,900.00	\$4.54	\$38,363.00	\$7.10	\$59,995.00	\$7.67	\$64,811.50
20	P-620-3	Black Non-Reflective Marking Outline	SF	7,920	\$1.00	\$7,920.00	\$3.97	\$31,442.40	\$6.12	\$48,470.40	\$6.49	\$51,400.80
21	P-620-4	Magnetic Survey Before and After Compass Calibration Pad Construction	LS	1	\$8,000.00	\$8,000.00	\$1,702.07	\$1,702.07	\$2,973.16	\$2,973.16	\$27,156.12	\$27,156.12
22	P-650-1	Aircraft Tiedown Anchor	EA	288	\$500.00	\$144,000.00	\$170.21	\$49,020.48	\$218.56	\$62,945.28	\$236.14	\$68,008.32
23	D-751-2	Adjust Monitoring Well Top	EA	2	\$1,500.00	\$3,000.00	\$1,134.71	\$2,269.42	\$218.56	\$437.12	\$2,951.75	\$5,903.50
24	T-904-1	Sodding	SY	4,000	\$3.00	\$12,000.00	\$2.27	\$9,080.00	\$2.75	\$11,000.00	\$2.95	\$11,800.00
25	L-125-1	Airfield Electrical Improvements	LS	1	\$35,000.00	\$35,000.00	\$3,971.49	\$3,971.49	\$5,051.95	\$5,051.95	\$53,131.53	\$53,131.53
TOTAL BID AMOUNT - Base Bid					\$3,985,390.00		\$3,680,078.32		\$3,618,017.28		\$4,342,329.51	

ADDITIVE BID NO. 1 - East Public Use Apron Reconstruction												
26	P-101-1	Concrete Pavement Demolition	SY	4,570	\$18.00	\$82,260.00	\$15.30	\$69,921.00	\$15.44	\$70,560.80	\$29.96	\$136,917.20
27	P-101-5	Drainage Inlet Demolition	EA	1	\$1,500.00	\$1,500.00	\$1,485.60	\$1,485.60	\$1,482.53	\$1,482.53	\$6,242.66	\$6,242.66
28	P-151-1	3" Turf Stripping	SY	1,450	\$5.00	\$7,250.00	\$3.94	\$5,713.00	\$3.94	\$5,713.00	\$6.24	\$9,048.00
29	P-152-1	Unclassified Excavation	LS	1	\$9,500.00	\$9,500.00	\$20,765.02	\$20,765.02	\$35,783.71	\$35,783.71	\$68,669.30	\$68,669.30
30	P-156-1	Temporary Erosion Control and Pollution Prevention	LS	1	\$2,500.00	\$2,500.00	\$704.66	\$704.66	\$11,976.28	\$11,976.28	\$3,121.33	\$3,121.33
31	P-219-2	7 inch Recycled Concrete Aggregate Base Course	SY	6,000	\$21.00	\$126,000.00	\$7.70	\$46,200.00	\$7.72	\$46,320.00	\$21.85	\$131,100.00
32	P-401-1	Bituminous Surface Course	TN	1,060	\$150.00	\$159,000.00	\$149.09	\$158,035.40	\$131.50	\$139,390.00	\$164.18	\$174,030.80
33	P-602-1	Bituminous Prime Coat	GAL	1,490	\$2.50	\$3,725.00	\$3.86	\$5,751.40	\$3.50	\$5,215.00	\$4.99	\$7,435.10
34	P-620-1	Temporary Markings (30% Application Rate, Non-Reflective White and Yellow)	SF	520	\$1.00	\$520.00	\$3.97	\$2,064.40	\$2.73	\$1,419.60	\$3.12	\$1,622.40

Item No.	Bid Item	Description	Unit	Quantity	ENGINEER'S ESTIMATE		Ajax Paving Industries of Florida, LLC		Preferred Materials, Inc.		A2 Group, Inc.	
					Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
35	P-620-2	Final Reflective Runway and Taxiway Markings (100% Application Rate, Type III Beads)	SF	520	\$2.00	\$1,040.00	\$4.54	\$2,360.80	\$7.10	\$3,692.00	\$8.12	\$4,222.40
36	P-620-2	Black Non-Reflective Marking Outlines	SF	210	\$1.00	\$210.00	\$3.97	\$833.70	\$6.12	\$1,285.20	\$2.50	\$525.00
37	P-650-1	Aircraft Tiedown Anchor	EA	36	\$500.00	\$18,000.00	\$170.21	\$6,127.56	\$218.56	\$7,868.16	\$187.28	\$6,742.08
38	D-701-1	18 inch Reinforced Concrete Pipe (Class V)	LF	46	\$70.00	\$3,220.00	\$120.32	\$5,534.72	\$118.69	\$5,459.74	\$249.71	\$11,486.66
39	D-751-1	Airfield Inlets	EA	1	\$7,500.00	\$7,500.00	\$4,449.53	\$4,449.53	\$4,384.81	\$4,384.81	\$6,242.66	\$6,242.66
40	T-904-1	Sodding	SY	1,000	\$3.00	\$3,000.00	\$2.27	\$2,270.00	\$2.75	\$2,750.00	\$3.12	\$3,120.00
41	L-125-1	Airfield Electrical Improvements	LS	1	\$15,000.00	\$15,000.00	\$3,971.49	\$3,971.49	\$1,017.38	\$1,017.38	\$6,242.66	\$6,242.66
TOTAL BID AMOUNT - Additive Bid No. 1					\$440,225.00		\$336,188.28		\$344,318.21		\$576,768.25	

ADDITIVE BID NO. 2 - Temporary Aircraft Parking Area

43	P-101-7	Furnish and Install Asphalt Millings (3" Nominal Thickness)	SY	23,500	\$4.00	\$94,000.00	\$1.87	\$43,945.00	\$3.70	\$86,950.00	\$4.51	\$105,985.00
44	P-101-8	Install Onsite Asphalt Millings (3" Nominal Thickness)	SY	3,200	\$2.00	\$6,400.00	\$4.58	\$14,656.00	\$4.60	\$14,720.00	\$2.53	\$8,096.00
45	P-101-9	Relocate Asphalt Millings to Airport Stockpile Area (3" Nominal Thickness)	SY	26,700	\$2.00	\$53,400.00	\$3.15	\$84,105.00	\$3.16	\$84,372.00	\$1.93	\$51,531.00
46	P-151-2	3" Turf Stripping and Replacement	SY	26,700	\$5.00	\$133,500.00	\$5.36	\$143,112.00	\$8.12	\$216,804.00	\$8.37	\$223,479.00
47	P-152-1	Unclassified Excavation	LS	1	\$5,000.00	\$5,000.00	\$34,651.63	\$34,651.63	\$34,564.79	\$34,564.79	\$6,437.91	\$6,437.91
48	P-156-1	Temporary Erosion Control and Pollution Prevention	LS	1	\$7,500.00	\$7,500.00	\$7,637.74	\$7,637.74	\$16,617.96	\$16,617.96	\$3,218.96	\$3,218.96
49	P-620-1	Temporary Markings (30% Application Rate, Non-Reflective White and Yellow)	SF	1,950	\$1.00	\$1,950.00	\$3.97	\$7,741.50	\$2.73	\$5,323.50	\$3.22	\$6,279.00
50	P-650-2	Temporary Aircraft Tiedown Anchor	EA	156	\$150.00	\$23,400.00	\$113.47	\$17,701.32	\$92.89	\$14,490.84	\$257.52	\$40,173.12
51	D-701-2	18 inch Reinforced Concrete Pipe	LF	55	\$70.00	\$3,850.00	\$91.96	\$5,057.80	\$90.64	\$4,985.20	\$96.57	\$5,311.35
52	T-901-1	Seeding, mulching and fertilizing	AC	1	\$2,500.00	\$2,500.00	\$10,212.39	\$10,212.39	\$5,289.07	\$5,289.07	\$9,656.87	\$9,656.87
TOTAL BID AMOUNT - Additive Bid No. 2					\$331,500.00		\$368,820.38		\$484,117.36		\$460,168.21	

Total Bid Amount - Base Bid	\$3,985,390.00	\$3,680,078.32	\$3,618,017.28	\$4,342,329.51
Total Bid Amount - BASE BID + ADDITIVE BID No. 1 + ADDITIVE BID No. 2	\$4,757,115.00	\$4,385,086.98	\$4,446,452.85	\$5,379,265.97

ZEM Prepared by:	DISCREPANCIES ON BIDDER'S BIDFORMS:	Ajax Paving Industries of Florida, LLC		Preferred Materials, Inc.		A2 Group, Inc.	
		LINE ITEM NO.	Comment	LINE ITEM NO.	Comment	LINE ITEM NO.	Comment
						All Items highlighted in yellow have math error.	

CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on _____, is made and entered into this _____ day of _____, 2017, by and between the City of Venice, Florida, hereinafter referred to as the City, and **Ajax Paving Industries of Florida, LLC**, hereinafter referred to as the Contractor.

W I T N E S S E T H:

THAT FOR and in consideration of the mutual covenants and obligations hereafter set forth, the parties hereto agree as follows:

1. The Contract Documents consist of this Contract, Performance and Payment Bonds attached hereto as composite Attachment A and, the City's Invitation to Bid (ITB) # **3062-17, Construction of Rehabilitation of Public Use Aircraft Parking Aprons**, including: standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, Attachment B - Contractor's bid proposal for ITB 3062-17, Attachment C – Insurance Requirements, Attachment D - Required provisions for Florida Department of Transportation projects, and Attachment E – Required Provisions for Federal Aid Contracts, all of which are incorporated herein by reference. All of the Contract Documents are made a part of this Contract.
2. The Contractor shall perform all the work required by the Contract Documents and shall include installation of the listed items per the bid specifications.
3. The work to be performed under this Contract shall be completed within **Two Hundred-Eighty (280)** days of the issuance of the Notice to Proceed by the City.
4. The City shall pay the Contractor for the performance of the work, in accordance with Attachment B, subject to the terms and conditions of the Contract Documents and any written change orders, the contract sum not to exceed: **Four Million, Three-Hundred-Eighty-Five Thousand and Eighty-Six Dollars & 98/100s (\$4,385,086.98)**.
5. Time is of the essence in this contract. In the event that the work is not completed within the required time as specified in Section 3 herein, then from the compensation otherwise to be paid to the Contractor, the City may retain the sum of **One- Thousand Dollars (\$ 1,000)** per day for each calendar day that the work remains incomplete beyond the time limit, which sum shall represent the actual damage which the City will have sustained per day by failure of the Contractor to complete the work within the required time, said sum not being a penalty but being the stipulated damages the City will have sustained in the event of such default by the Contractor.
6. During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, 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 considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

7. Contractor must secure and maintain any and all permits and licenses required to complete the work under this Contract, unless the Contract Documents provide otherwise.

8. Throughout the term of this Contract the Contractor must maintain insurance in at least the amounts and coverage required as shown in Attachment C. The Contractor must provide a Certificate of Insurance to the City evidencing such coverage prior to issuance of the Notice to Proceed by the City.

9. Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the Engineering Services; upon the request of the City's Custodian of Public Records, by providing the City with copies of or access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the City; and upon completion of the Contract by transferring, at no cost, to City all public records in possession of Contractor or by keeping and maintaining all public records required by the City to perform the Engineering Services. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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 CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, LSTELZER@VENICEGOV.COM.

10. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any kind brought on account of any injuries or damages received or sustained by any person or property by or from the Contractor or in consequence of any neglect in safeguarding the work; or by the use of any unacceptable materials related to the work; or on account of any act or omission, neglect or misconduct of the Contractor; or on account of any claim or amounts received under the "Workers' Compensation Law" or any other laws or ordinances, except only such injury or damage as shall have been caused by the negligence of the City. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

11. Contractor shall be responsible for compliance with the requirements under Chapter 556, Florida Statutes, the "Underground Facility Damage Prevention and Safety Act." Contractor's obligations to defend, indemnify, and hold harmless the City, as provided for under Section 10 of this Contract, shall specifically apply to any violations alleged against the City under the Underground Facility Damage Prevention and Safety Act related to the performance of the work

under this Contract. Contractor acknowledges that included in the various items of the proposal and in the total bid price, are costs for complying with the Florida Trench Safety Act (90-96 Laws of Florida) effective October 1, 1990.

12. Termination. This Contract may be terminated by the City without cause, by giving thirty (30) days prior written notice to contractor of the intention to cancel. or with cause at any time contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of contractor to comply with any of the provisions of this agreement shall be considered a material breach of contract and shall be cause for immediate termination of the agreement at the discretion of the city. This Contract may be terminated by the Contractor only by mutual consent of both parties. If this Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

13. The laws of the State of Florida shall govern all provisions of this Contract. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover attorney's fees and all court costs, including attorney's fees and court costs incurred in any pre-trial, trial, appellate, and/or bankruptcy proceedings, as well as, attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

14. This Contract and the Contract Documents constitute the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This Contract shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this agreement, the day and year first above written.

(SEAL)

ATTEST:

CITY OF VENICE
IN SARASOTA COUNTY, FLORIDA

CITY CLERK

BY: _____
MAYOR JOHN HOLIC

ATTEST:

Ajax Paving Industries of Florida, LLC.

Christie Alvaro, Asst. Corp. Secretary
Signed by (typed or printed)


Mark O. Minich, Exec. Vice President
Signed by (typed or printed)

Approved as to Form and Correctness

David Persson, City Attorney

ATTACHMENT A

SURETY BONDS

At the time of executing the Contract Documents, the successful proposer shall append to this sheet separate performance and payment bonds each equal to one-hundred percent (100%) of the contract amount. Said bonds become an integral part of these Contract Documents and shall meet the following requirements:

1. Surety bonds submitted shall be written by a surety company that is approved by the City Finance Director and authorized to do business in the State of Florida, shall be accompanied by evidence of the authority of the issuing agent, and shall be on a form to be approved by the City Attorney. No bond in an amount greater than \$5,000 required by the City Charter, the Ordinances of The City of Venice, or the laws of the State of Florida shall be approved by the City Finance Director unless the surety company executing the bond is listed by the United States Treasury Department as being approved for writing bonds for Federal projects and its current list in an amount not less than the amount of the bond tendered to The City of Venice.

2. Both the separate payment and performance bonds shall be in the general form of AIA documents A311. Additionally, the payment bond shall state as follows:

"This bond is issued in compliance with Section 255.05, Florida Statutes (1994 Supp.), as may be amended. A claimant, except a laborer, who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the contractor with a notice, that he intends to look to the bond for protection. A claimant who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, or with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the contractor or the surety unless both notices have been given. No action shall be instituted against the contractor or the surety on the payment bond or the payment provisions of a combined payment and performance bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies. A claimant may not waive in advance his right to bring an action under the bond against the surety. In any action brought to enforce a claim against a payment bond under this section, the prevailing party is entitled to recover a reasonable fee for the services of his attorney for trial and appeal or for arbitration, in an amount to be determined by the court, which fee must be taxed as part of his costs, as allowed in equitable actions."

PERFORMANCE AND PAYMENT BOND
(Public Work)
In compliance with F.S. Chapter 255.05(1)(a)

BOND NO.: **Bond No. 013128782**

CONTRACTOR NAME: **Ajax Paving Industries of Florida, LLC**

CONTRACTOR ADDRESS: **One Ajax Drive**
North Venice, FL 34275

CONTRACTOR PHONE NO.: **(248) 244-3300**

SURETY COMPANY: **Liberty Mutual Insurance Company**
175 Berkeley Street
Boston, MA 02116 (617) 357-9500

SURETY AGENT: **Guy Hurley of Florida, LLC**
7264 Kyle Court
Sarasota, FL 34240 (941) 999-1900

OWNER NAME: **City of Venice**

OWNER ADDRESS: **401 W. Venice Avenue**
Venice, FL 34285

OWNER PHONE NO.: **(941) 882-7422**

OBLIGEE NAME: (If contracting
entity is different from the owner,
the contracting public entity) **n/a**

OBLIGEE ADDRESS: **n/a**
n/a

OBLIGEE PHONE NO.: _____

BOND AMOUNT: **\$4,385,086.98**

CONTRACT NO.: (if applicable) **3062-17**

DESCRIPTION OF WORK: **Construction of Rehabilitation of Public Use Aircraft Parking Aprons**

PROJECT ADDRESS: **Venice Municipal Airport**
Venice, Sarasota County, Florida

LEGAL DESCRIPTION: **Construction of Rehabilitation of Public Use Aircraft Parking Aprons**
Venice Municipal Airport, Venice, Sarasota County, Florida
Bid No. 3062-17

FRONT PAGE

All other Bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.

PUBLIC WORKS PAYMENT BOND

Bond No. 013128782

KNOW ALL MEN BY THESE PRESENTS:

THAT Ajax Paving Industries of Florida, LLC, as Principal, hereinafter called Contractor; and Liberty Mutual Insurance Company, a corporation of the State of Florida, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of (\$4,385,086.98) Four Million Three Hundred Eighty-five Thousand Eighty-six and 98/100's, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 2017, entered into a Contract with the City for the following described project: **ITB# 3062-17: Construction of Rehabilitation of Public Use Aircraft Parking Aprons** which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly make payments to all persons supplying Contractor labor, materials and supplies, used directly or indirectly by the said Contractor or Subcontractors in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

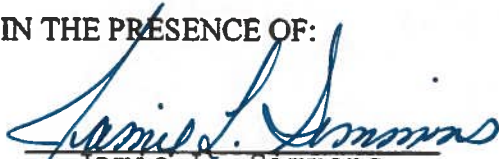
PROVIDED FURTHER, that this Bond is issued pursuant to Section 255.05, Florida Statutes, and reference is hereby made to the notice and time limitations in said statute for making claims against this Bond.

PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein and those persons or corporations provided for by Section 255.05, Florida Statutes, their heirs, executors, administrators, successors or assigns.

SIGNED AND SEALED this _____ day of _____, A.D., 2017.

IN THE PRESENCE OF:




Jamie L. Simmons

CONTRACTOR

Ajax Paving Industries of Florida, LLC

BY:



Christie Alvaro, Asst. Corp. Sec.

INSURANCE COMPANY

Liberty Mutual Insurance Company

BY:



Agent and Attorney-in-Fact

Anthony T. Papa, Jr., Attorney-in-Fact and
Licensed Florida Resident Agent/A199806
Phone 941-999-1900

PUBLIC WORKS PERFORMANCE BOND

Bond No. 013128782

KNOW ALL MEN BY THESE PRESENTS:

THAT Ajax Paving Industries of Florida, LLC, as Principal, hereinafter called Contractor; and Liberty Mutual Insurance Company, a corporation of the State of Florida, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of (\$ 4,385,086.98) & Four Million Three Hundred Eighty-five Thousand Eighty-six and 98/100's, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 2017, entered into a contract with the City of Venice for the following described project: **ITB# 3062-17: Construction of Rehabilitation of Public Use Aircraft Parking Aprons** which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly and faithfully perform the Contract during the original term thereof and any extensions thereof which may be granted by the City with or without notice to the Surety and during any guarantee or warranty period, including the obligation to correct any latent defects not discovered until after acceptance of the project by the City, and if he shall satisfy all claims and demands incurred under said Contract and shall fully indemnify and save harmless the City, its agents, Engineer and employees from all losses, damages, expenses, costs and Attorney's Fees, including appellate proceedings which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, whenever Contractor shall be, and declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions and upon determination by the City and Surety of the lowest responsible bidder, arrange for a contract between such bidder and City and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total

amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

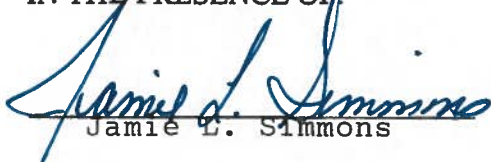
PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Contract Documents accompanying the same shall in any waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Contract Documents.

PROVIDED FURTHER, any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due; except that, when the action involves a latent defect, suit must be instituted within four (4) years from the time the defect is discovered or should have been discovered with the exercise of due diligence.

PROVIDED FURTHER, no right of action shall accrue on this bond to or for the use of any person or corporation other than the City, its successors or assigns.

SIGNED AND SEALED this _____ day of _____, AD., 2017.

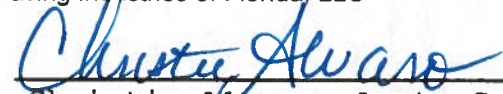
IN THE PRESENCE OF


Jamie L. Simmons

CONTRACTOR

Ajax Paving Industries of Florida, LLC

BY:


Christie Alvaro, Asst. Corp. Sec.

INSURANCE COMPANY

Liberty Mutual Insurance Company

BY:


Agent and Attorney-in-Fact

Anthony T. Papa, Jr., Attorney-in-Fact and
Licensed Florida Resident Agent/A199806
Phone 941-999-1900

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7549534

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anthony T. Papa Jr; Carol McManus; Christine A. Papa; Edward J. Wood; Teresa L. Steadman

all of the city of Sarasota, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of November, 2016.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 21st day of November, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Bid Form **Reconstruct Public Use and Mid-Field Aprons** **Venice Municipal Airport, Venice FL**

FAA AIP PROJECT No.: 03-12-0082-16-2017

FDOT PM No.: 431879-1-94-01

ITB Number: 3862-17

Spec. No.	Item Description	Plan Quantity	Unit	Unit Price	Total Item Cost
Base Bid (West Public Use Apron and Mid-Field Apron Reconstruction)					
P-100-1	Submittal	1	LS	359,239.61	359,239.61
P-101-1	Concrete Pavement Demolition	33,428	SY	14.74	492,610.80
P-101-2	Bituminous Pavement Demolition	175	SY	15.38	2,691.50 ⁰⁰
P-101-3	1" Bituminous Pavement Milling	2,300	SY	4.56	10,032.00
P-101-4	Miscellaneous Concrete Demolition	50	SY	112.34	5,617.00
P-101-5	Drainage Inlet Demolition	1	EA	1485.60	1485.60
P-101-6	Abandon 2-6" DIP in Place with Flexible Fill	111	LF	54.80	6,082.80
P-102-1	Safety, Security and Maintenance of Airfield Operations	1	LS	354,756.34	354,756.34
P-101-1	3" Turf Striping	3,930	SY	3.94	15,484.20
P-102-1	Unclassified Excavation	1	LS	273,137.87	273,137.87
P-106-1	Temporary Erosion Control and Pollution Prevention	1	LS	9537.24	9537.24
P-210-1	6 inch Recycled Concrete Aggregate Base Course	10,200	SY	7.14	72,828.00
P-210-2	7 inch Recycled Concrete Aggregate Base Course	23,500	SY	7.47	175,545.00
P-220-1	Cold Recycled Bituminous Base Course (10" Nominal Depth)	18,900	SY	9.93	187,677.00
P-401-1	Bituminous Surface Course	10,310	TH	147.55	1,521,240.50
P-602-1	Bituminous Prime Coat	4,850	GAL	4.35	17,617.50
P-603-1	Bituminous Tack Coat	1,500	GAL	3.40	5100.00
P-620-1	Temporary Markings (30% Application Rate, Non-Reflective White and Yellow)	8,450	SF	3.97	33,546.50
P-620-2	Final Reflective Runway and Taxiway Markings (100% Application Rate, Type III Beads)	8,450	SF	4.54	38,363.00
P-620-3	Black Non-Reflective Marking Outlines	7,320	SF	3.97	31,442.40
P-620-4	Magnetic Survey Before and After Compass Calibration Pad Construction	1	LS	1702.07	1702.07
P-630-1	Aircraft Tie-down Anchor	200	EA	170.21	49,020.48
D-751-2	Adjust Monitizing Wall Top	2	EA	1134.71	1134.71
T-804-1	Sodding	4,000	SY	2.27	9080.00
L-125-1	Airfield Electrical Improvements	1	LS	3971.49	3971.49

TOTAL BASE BID AMOUNT **\$ 3,689,078.32**

Attachment B

RECONSTRUCT PUBLIC USE AND MID-FIELD APRONS
VENICE MUNICIPAL AIRPORT

APRIL 2017

Spec. No.	Item Description	Plan Quantity	Unit	Unit Price	Total Item Cost
Additive Bid No. 1 (East Public Use Apron Reconstruction)					
P-101-1	Concrete Pavement Demolition	4,570	SY	15.30	69,921.00
P-101-2	Drainage Inlet Demolition	1	EA	1485.60	1485.60
P-151-1	3" Turf Strippling	1,450	SY	3.94	5713.00
P-152-1	Unclassified Excavation	1	LS	20,765.02	20,765.02
P-156-1	Temporary Erosion Control and Pollution Prevention	1	LS	704.66	704.66
P-310-1	7 inch Recycled Concrete Aggregate Base Course	6,000	SY	7.70	46,200.00
P-401-1	Bituminous Surface Course	1,868	TN	149.09	158,085.40
P-402-1	Bituminous Prime Coat	1,600	GAL	3.86	5,756.40
P-420-1	Temporary Markings (50% Application Rate, Non-Reflective White and Yellow)	526	SF	3.97	2064.40
P-420-2	Final Reflective Runway and Taxiway Markings (100% Application Rate, Type II Beads)	526	SF	4.54	2360.80
P-420-3	Black Non-Reflective Marking Outlines	210	SF	3.97	833.70
P-450-1	Aircraft Tie-down Anchor	36	EA	170.21	6127.56
D-701-1	18 inch Reinforced Concrete Pipe (Class V)	45	LF	120.32	5534.72
D-751-1	Airfield Islets	1	EA	4449.53	4449.53
T-804-1	Seeding	1,968	SY	2.27	2270.00
L-125-1	Airfield Electrical Improvements	1	LS	3971.49	3971.49

TOTAL ADDITIVE BID No. 1 AMOUNT \$ 336,188.28

Spec. No.	Item Description	Plan Quantity	Unit	Unit Price	Total Item Cost
Additive Bid No. 2 (Temporary Aircraft Parking Area)					
P-101-7	Furnish and Install Asphalt Millings (3" Nominal Thickness)	23,550	SY	1.87	43,945.00
P-101-8	Install Onsite Asphalt Millings (3" Nominal Thickness)	3,200	SY	4.58	14,656.00
P-101-9	Relocate Asphalt Millings to Airport Stockpile Area (3" Nominal Thickness)	26,700	SY	3.15	84,105.00
P-151-3	3" Turf Strippling and Replacement	20,700	SY	5.36	143,112.00
P-152-1	Unclassified Excavation	1	LS	34,651.63	34,651.63 ^{EA}
P-156-1	Temporary Erosion Control and Pollution Prevention	1	LS	7637.74	7637.74
P-420-1	Temporary Markings (50% Application Rate, Non-Reflective White and Yellow)	1,930	SF	3.97	7741.50
P-450-2	Temporary Aircraft Tie-down Anchor	156	EA	113.47	17,701.32
D-701-2	18 inch Pipe	55	LF	91.96	5057.80
T-801-1	Seeding, mulching and fertilizing	1	AC	10,212.39	10,212.39

TOTAL ADDITIVE BID No. 2 AMOUNT \$ 368,520.38

TOTAL BASE BID, ADDITIVE BID No. 1 AND ADDITIVE BID No. 2 AMOUNT \$ 4,385,086.98

RECONSTRUCT PUBLIC USE AND MID-FIELD APRONS
VENICE MUNICIPAL AIRPORT

APRIL 2017

CONTRACT TIME AND LIQUIDATED DAMAGES

Project Name: RECONSTRUCT PUBLIC USE AND MID-FIELD APRONS
VENICE MUNICIPAL AIRPORT

It is a requirement of this contract that items listed below are to be sequenced and scheduled as herein stipulated.

1. The Contractor may not proceed with this project prior to a written NOTICE TO PROCEED from the Owner on each phase.
2. The contract time shall commence upon the issuance of a written notice to proceed for each phase from the Owner. The Contractor shall complete all work in each phase as specified below or indicated in the contract documents.
3. The Contractor and Owner agree that time is of the essence regarding the work to be performed and that the Owner will suffer a financial loss if the work is not completed within the contract time specified above. A precise determination of actual damages which would be incurred by the Owner for any delay in the completion of the work would be difficult to ascertain. Accordingly, instead of requiring any such proof, the Contractor and Owner agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay Owner the following amounts per day for each and every day, or portion thereof, for each phase as shown below:

CONTRACT DAYS AND SCHEDULE OF LIQUIDATED DAMAGES		
Work Item	Calendar Days	Liquidated Damages
Mobilization	30	N/A
Phase 1 (Base Bid)	60	\$1,000/day
Phase 2 (Additive Bid No. 1)	30	\$1,000/day
Phase 3 (Base Bid)	60	\$1,000/day
Phase 4 (Base Bid)	60	\$1,000/day
Phase 5 (Additive Bid No. 2)	10	\$1,000/day
Substantial Completion	250	\$1,000/day
Final Completion	280	\$1,000/day

Ajax Paving Industries of Florida, LLC.

Christie Alvaro, Asst. Corp. Secretary

Name of Authorized Individual

Christie Alvaro
Authorized Signature

5/2/17

Date



THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH OFFER

BF-5

ATTACHMENT C

INSURANCE REQUIREMENTS

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED** (with regards to General Liability).
2. The City of Venice shall be named as Certificate Holder. *Please Note that the Certificate Holder should read as follows:*

The City of Venice
401 West Venice Avenue
Venice, FL 34285

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. Required Coverage

- a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)
- b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
- c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.

4. Policy Form:

- a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
- b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- c) Each insurance policy required by this Contract shall:
 - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;

- (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
- d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
- e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
- f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.
- g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
- i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
- j) All property losses shall be payable to, and adjusted with, the City.
- k) The City may increase or decrease the coverage and coverage limits required of the contractor by change order.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Guy Hurley, LLC 1080 Kirts Blvd., Suite 500 Troy MI 48084	CONTACT NAME: Donna Griffiths PHONE (A/C, No, Ext): (248) 519-1439 FAX (A/C, No): (248) 519-1401 E-MAIL ADDRESS: dgriffiths@ghbh.com												
INSURER(S) AFFORDING COVERAGE													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: The Travelers Indemnity Co. A+XV</td> <td style="width: 20%;">25658</td> </tr> <tr> <td>INSURER B: Lexington Insurance Co., A XV</td> <td>19437</td> </tr> <tr> <td>INSURER C: ACIG Insurance Company A VIII</td> <td>19984</td> </tr> <tr> <td>INSURER D: Travelers Prop Casualty Co A+XV</td> <td>25674</td> </tr> <tr> <td>INSURER E: Greenwich Ins. Co. A XV</td> <td>22322</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>		INSURER A: The Travelers Indemnity Co. A+XV	25658	INSURER B: Lexington Insurance Co., A XV	19437	INSURER C: ACIG Insurance Company A VIII	19984	INSURER D: Travelers Prop Casualty Co A+XV	25674	INSURER E: Greenwich Ins. Co. A XV	22322	INSURER F:	
INSURER A: The Travelers Indemnity Co. A+XV	25658												
INSURER B: Lexington Insurance Co., A XV	19437												
INSURER C: ACIG Insurance Company A VIII	19984												
INSURER D: Travelers Prop Casualty Co A+XV	25674												
INSURER E: Greenwich Ins. Co. A XV	22322												
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** 17-18 All Lines Bobbi Jo **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> XCU Coverage Included	X		VTNC08A097342	6/1/2017	6/1/2018	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	X		VTC2KCAP8A097354	6/1/2017	6/1/2018	PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			015681517	6/1/2017	6/1/2018	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	WCA000004617	6/1/2017	6/1/2018	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine			QT6308A099255	6/1/2017	6/1/2018	Leased/Rented \$550,000
E	Prof/Pollution Liability			CPL742032504	6/1/2017	6/1/2018	Occ/Agg \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: ITB# 3062-17. The City of Venice is an Additional Insured for General Liability and Automobile Liability when required by written contract. Waiver of Subrogation applies in favor of the City of Venice for Workers Compensation when required by written contract. 30 Day Notice of Cancellation (Except Non-Payment of Premium) applies in favor of the City of Venice for General Liability, Automobile Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Venice 401 West Venice Avenue Venice, FL 34285	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Robert Heuer/WEAL <i>Robert D. Heuer</i>
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

INS025 (2014/01)



ATTACHMENT D
REQUIRED PROVISIONS FOR
FLORIDA DEPARTMENT OF TRANSPORTATION PROJECTS

The following provisions apply to this Project, which includes the expenditure of Florida Department of Transportation funds:

D-01 DEFINITIONS

“Department” or “FDOT” means the Florida Department of Transportation.

“Offeror” shall mean the “Contractor”.

“Owner” shall mean the “City of Venice, Florida”.

“Vendor” shall also mean the “Contractor”.

D-02 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of any work on 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 contracts in connection with the development or operation of the Project, except contracts 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 non-discrimination clause.

D-03 PROHIBITED INTERESTS

In connection with this Project or any property included or planned to be included in the Project related to this Invitation to Bid, the Contractor certifies that neither it nor any officer director or employee of the Contractor, nor any business entity of which an officer, director or employee of the Contractor or any of the Contractor’s officer’s, director’s or employee’s spouse or child, or any combination of them, has a material interest.

“Material interest” means direct or indirect ownership of more than five (5) percent of the total assets of capital stock of any business entity.

The Contractor shall not enter into any subcontract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Contractor by any person who at the time during the immediately preceding two (2) years was an officer, director or employee of the Owner. The provisions of this subsection shall not be applicable to any agreement between the Contractor and its fiscal depositories, any agreement for utility services, the rates for which are fixed or controlled by the government, or any agreement between the Contractor and an agency of state government.

D-04 PUBLIC ACCESS TO RECORDS

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 any contract and/or agreement with the City. 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 provided 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 the 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.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of any agreement and/or contract by 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.

D-05 DISADVANTAGED BUSINESS ENTERPRISE

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 contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

D-06 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or 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 following the date of being placed on the convicted vendor list.

D-07 TITLE VIII – CIVIL RIGHTS ACT OF 1968

Execution of a contract for this Project constitutes a certification that the offeror 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 employment on the basis of race, color, national origin, creed, sex, and age.

D-08 RESTRICTIONS ON LOBBYING

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, sub-grants, 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.

STATE RESTRICTIONS ON LOBBYING: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

D-09 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

Submittal of a Proposal in response to this Invitation to Bid constitutes a certification that the contractor will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. Seq.), the regulations of the federal government issued thereunder, and the assurance by the contractor pursuant thereto.

D-10 E-VERIFY

Contractor/Subcontractor(s):

1. 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 Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise use 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.

D-11 INSPECTOR GENERAL COOPERATION

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

D-12 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.

D-13 COPYRIGHT RESTRICTIONS

No material prepared under this agreement shall be subject to copyright in the United States or any other country.

D-14 FORMAT

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D-15 CONTRACTOR RESPONSIBILITIES

For any work related to this Project, the foregoing provisions in these Required Provisions for Florida Department of Transportation Projects shall be conspicuously set forth in every contract and subcontract and solicitation therefore.

Contractor shall be responsible for compliance with these Required Provisions for Federal Aid Contracts by any subcontractor, lower-tier subcontractor or service provider.



ATTACHMENT E

REQUIRED PROVISIONS FOR FEDERAL AID CONTRACTS

The following provisions apply to this Project, which includes the expenditure of federal funds:

E-01 COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

E-02 EQUAL OPPORTUNITY CLAUSE

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, 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 considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

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

E-03 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: 10.5%

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 non-federally 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 Florida, Sarasota County, City of Venice.

E-04 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the City, 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.

E-05 BUY AMERICAN PREFERENCE

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

Bidder must complete and submit the Buy American certification included herein with their Proposal. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance

Except as provided above, contractor shall not acquire or permit any subcontractor to acquire any steel or manufactured products produced outside the United States to be used for this Project.

Contractor shall provide any and all documentation that the Owner deems necessary in order to demonstrate compliance with the Buy American provision.

Contractor shall include a provision implementing Buy American in every subcontract.

E-06 DISADVANTAGED BUSINESS ENTERPRISES

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

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City of Venice, Florida. 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 City of Venice. This clause applies to both DBE and non-DBE subcontractors.

E-07 ENERGY CONSERVATION REQUIREMENTS

Contractor and any subcontractors agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

E-08 GENERAL CIVIL RIGHTS PROVISIONS:

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

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

E-09 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. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the 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.

E-10 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 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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

E-11 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this Solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

E-12 OCCUPATIONAL SAFETY AND HEALTH ACT

48.01 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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The contractor 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 (20 CFR Part 1910). Contractor 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.

E-13 TRADE RESTRICTION CERTIFICATION

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

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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 U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. 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 U.S.T.R., 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 may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

E-14 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all subcontractors 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 U.S.C. 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.

E-15 DAVIS BACON REQUIREMENTS

1. Minimum Wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to

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

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

2. Withholding.

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

3. Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract,

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman

wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

E-16 DISTRACTED DRIVING

The FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

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 FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

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 subcontracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

E-17 PROHIBITION OF SEGREGATED FACILITIES

(a) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

E-18 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 of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- b) 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 on the EPA's website at www.epa.gov/epawaste/conservation/tools/cpg/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.

E-19 TERMINATION FOR CONVENIENCE

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- 1. Contractor must immediately discontinue work as specified in the written notice.
- 2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- 3. Discontinue orders for materials and services except as directed by the written notice.
- 4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
- 5. Complete performance of the work not terminated by the notice.
- 6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

E-20 TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due default of the Contractor.

E-21 DEBARMENT AND SUSPENSION

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT: By responding to this Solicitation, the Offeror certifies that neither it nor its owners, principals, directors, officers, project directors, managers, or any other person associated with the Offeror are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTS REGARDING DEBARMENT: The Successful Offeror, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in federally-assisted projects. The Successful Offeror will accomplish this by:

- (a) Checking the System for Award Management at website: <http://www.sam.gov>;
- (b) Collecting a certification statement similar to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, above; and
- (c) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to 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.

E-22 CONTRACT WORK HOURS 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 \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) 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.

E-23 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, sub-grants, 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.

E-24 BREACH OF CONTRACT TERMS

Any violation or breach of terms of these specifications on the part of the contractor its sub-contractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The Owner will provide contractor written notice that describes the nature of the breach and corrective actions the contractor must undertake in order to avoid termination of the contract. The 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 contractor must correct the breach. The Owner may proceed with termination of the contract if the contractor fails to correct the breach by 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.

E-25 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 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 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 exceeds \$150,000.

E-26 SYSTEM FOR AWARD MANAGEMENT (SAM)

Contractor and subcontractor shall maintain the currency of its information in the SAM until the final payment on the project is received. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

E-27 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBERS

Subrecipients for this Project shall provide their DUNS number to the Owner prior to commencement of work. A subrecipient means a consultant, contractor, subcontractor or other entity that enters into an agreement to provide services or other work to further this Project, which may be provided through any legal agreement, including a contract.

The Owner may not award a contract to a subrecipient unless the subrecipient has provided its DUNS number to the Owner.

DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained by telephone (currently 1-866-705-5711) or on the D & B website (currently at <http://fedgov.dnb.com/webform>).

E-28 AIR AND WATER QUALITY

Contractor is required to comply with all applicable air and water quality standards for this Project.

E-29 TRAFFICKING IN PERSONS

Offeror agrees to comply with the prohibitions against trafficking in persons.

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

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

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

1. Is determined to have violated the Prohibitions; or

2. Has an employee who the FAA determines has violated the Prohibitions though conduct that is either:
 - a. Associated with the performance of the agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA in 49 CFR Part 29.

E-30 CONTRACTOR RESPONSIBILITY

Contractor and all subcontractors shall insert these Required Provisions for Federal Aid Contracts in each lower tier contract (e.g. subcontract or sub-agreement).

Contractor shall incorporate all of the applicable requirements of these Required Provisions for Federal Aid Contracts by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.

Contractor shall be responsible for compliance with these Required Provisions for Federal Aid Contracts by any subcontractor, lower-tier subcontractor or service provider.

CHANGE ORDER

_____ Owner Initiate _____ Differing Site Conditions _____ Zoning/Code/Ordinance Changes _____ Errors/Omissions/In Design	_____ Quantity Overruns/Underruns _____ <input checked="" type="checkbox"/> Request By Another Agency/Outside Party _____ <input checked="" type="checkbox"/> A. Reimbursable _____ B. Non-Reimbursable _____ Other
--	--

Project: Reconstruct Public Use And Mid-Field Aprons
 To: Ajax Paving Industries of Florida, LLC

Change Order No.: 1
 FAA Project No.: 3-12-0082-016-2017
 Contract Date:

Description of Change: Change Order No. 1 eliminates the light duty apron pavement of 3 inches of P-401 Bituminous Surface Course on 7 inches of P-219 Recycled Concrete Aggregate Base Course from the Contract. As a result, all apron pavements will be constructed as full strength pavement consisting of 4 inches of P-401 Bituminous Surface Course on 6 inches of P-219 Recycled Concrete Aggregate Base Course in the Base Bid and Additive Bid No. 1. This change was requested by the Federal Aviation Administration (FAA) during their Plans and Specifications Review. This change requires that the P-401 Bituminous Surface Course and the P-603 Bituminous Tack Coat quantities be increased to address paving two lifts of asphalt instead of a single lift in the affected areas.

Change Order No. 1 also includes a negotiated reduction in the unit price per ton of P-401 Bituminous Surface Course from \$147.55 and \$149.09 in the Base Bid and Additive Bid No. 1, respectively; to a unit price of \$145.50 per ton. In addition, the 6 inches of P-219 Recycled Concrete Aggregate Base Course and P-603 Bituminous Tack Coat were added to Additive Bid No. 1 at the same unit price in the Base Bid; \$7.14 per square yard and \$3.40 per gallon, respectively. Further, the temporary aircraft parking area of 3 inch thick Asphalt Millings in Additive Bid No. 2 was reduced from 26,700 to 5,000 square yards.

EXECUTION OF THIS CHANGE ORDER ACKNOWLEDGES FINAL SETTLEMENT OF, AND RELEASES ALL CLAIMS FOR, COSTS AND TIME ASSOCIATED, DIRECTLY OR INDIRECTLY, WITH THE ABOVE STATED MODIFICATION(S), INCLUDING ALL CLAIMS FOR CUMULATIVE DELAYS OR DISRUPTIONS RESULTING FROM, CAUSED BY, OR INCIDENT TO, SUCH MODIFICATION(S), AND INCLUDING ANY CLAIM THAT THE ABOVE-STATED MODIFICATION(S) CONSTITUTES, IN WHOLE OR PART, A CARDINAL CHANGE TO THE CONTRACT.

The Original Contract Amount was.....	\$4,385,086.98
Net change by previous Change Orders	\$0.00
The Contract Amount prior to this Change Order	\$4,385,086.98
The Contract Amount will be increased by this Change Order	\$284,689.34
The new Contract Amount including this Change Order will be	\$4,669,776.32
The Contract Time will be increased by	0 calendar days.
The Date of Substantial Completion as of the date of this Change Order therefore is	

CITY OF VENICE

Engineers
American Infrastructure Development Inc.
Address
3810 Northdale Blvd., Suite 170, Tampa, Florida 33624
By:
Date:

Contractor
Ajax Paving Industries of Florida, LLC
Address
One Ajax Drive North Venice, Florida 34275
By:
Date:

CITY OF VENICE
Owner
The City of Venice
Address
401 West Venice Avenue, Venice, Florida 34285
By:
Date:

Attest:

Approved as to Form and Legal
Sufficiency

By: _____

By: _____

				Ajax Paving Industries of Florida, LLC			Revised Ajax Paving Industries of Florida, LLC			Difference in Costs - Change Order #1		
Item No.	Bid Item	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
BASE BID - West Public Use Apron and Mid-Field Apron Reconstruction												
1	P-100-1	Mobilization	LS	1	\$359,239.61	\$359,239.61	1	\$359,239.61	\$359,239.61		\$359,239.61	
2	P-102-1	Safety, Security and Maintenance of Airfield Operations	LS	1	\$354,756.34	\$354,756.34	1	\$354,756.34	\$354,756.34		\$354,756.34	
3	P-101-1	Concrete Pavement Demolition	SY	33,420	\$14.74	\$492,610.80	33,420	\$14.74	\$492,610.80		\$14.74	
4	P-101-2	Bituminous Pavement Demolition	SY	175	\$15.38	\$2,691.50	175	\$15.38	\$2,691.50		\$15.38	
5	P-101-3	1" Bituminous Pavement Milling	SY	2,200	\$4.56	\$10,032.00	2,200	\$4.56	\$10,032.00		\$4.56	
6	P-101-4	Miscellaneous Concrete Demolition	SY	50	\$112.34	\$5,617.00	50	\$112.34	\$5,617.00		\$112.34	
7	P-101-5	Drainage Inlet Demolition	EA	1	\$1,485.60	\$1,485.60	1	\$1,485.60	\$1,485.60		\$1,485.60	
8	P-101-6	Abandon 2-6" DIP In Place with Flowable Fill	LF	111	\$54.80	\$6,082.80	111	\$54.80	\$6,082.80		\$54.80	
9	P-151-1	3" Turf Stripping	SY	3,930	\$3.94	\$15,484.20	3,930	\$3.94	\$15,484.20		\$3.94	
10	P-152-1	Unclassified Excavation	LS	1	\$273,137.87	\$273,137.87	1	\$273,137.87	\$273,137.87		\$273,137.87	
11	P-156-1	Temporary Erosion Control and Pollution Prevention	LS	1	\$9,537.24	\$9,537.24	1	\$9,537.24	\$9,537.24		\$9,537.24	
12	P-219-1	6 inch Recycled Concrete Aggregate Base Course	SY	10,200	\$7.14	\$72,828.00	33,700	\$7.14	\$240,618.00	23,500	\$7.14	\$167,790.00
13	P-219-2	7 inch Recycled Concrete Aggregate Base Course	SY	23,500	\$7.47	\$175,545.00	0	\$7.47	\$0.00	-23,500	\$7.47	-\$175,545.00
14	P-220-1	Cold Recycled Bituminous Base Course (10" Nominal Depth)	SY	18,900	\$9.93	\$187,677.00	18,900	\$9.93	\$187,677.00		\$9.93	
15	P-401-1	Bituminous Surface Course	TN	10,310	\$147.55	\$1,521,240.50		\$147.55		-10,310	\$147.55	-\$1,521,240.50
16	P-401-1	Bituminous Surface Course	TN		\$145.50		13,700	\$145.50	\$1,993,350.00	13,700	\$145.50	\$1,993,350.00
17	P-602-1	Bituminous Prime Coat	GAL	4,050	\$4.35	\$17,617.50	4,050	\$4.35	\$17,617.50		\$4.35	
18	P-603-1	BituminousTack Coat	GAL	1,500	\$3.40	\$5,100.00	5,000	\$3.40	\$17,000.00	3,500	\$3.40	\$11,900.00
19	P-620-1	Temporary Markings (30% Application Rate, Non-Reflective White and Yellow)	SF	8,450	\$3.97	\$33,546.50	8,450	\$3.97	\$33,546.50		\$3.97	
20	P-620-2	Final Reflective Runway and Taxiway Markings (100% Application Rate, Type III Beads)	SF	8,450	\$4.54	\$38,363.00	8,450	\$4.54	\$38,363.00		\$4.54	
21	P-620-3	Black Non-Reflective Marking Outline	SF	7,920	\$3.97	\$31,442.40	7,920	\$3.97	\$31,442.40		\$3.97	
22	P-620-4	Magnetic Survey Before and After Compass Calibration Pad Construction	LS	1	\$1,702.07	\$1,702.07	1	\$1,702.07	\$1,702.07		\$1,702.07	
23	P-650-1	Aircraft Tiedown Anchor	EA	288	\$170.21	\$49,020.48	288	\$170.21	\$49,020.48		\$170.21	
24	D-751-2	Adjust Monitoring Well Top	EA	2	\$1,134.71	\$2,269.42	2	\$1,134.71	\$2,269.42		\$1,134.71	
25	T-904-1	Sodding	SY	4,000	\$2.27	\$9,080.00	4,000	\$2.27	\$9,080.00		\$2.27	
26	L-125-1	Airfield Electrical Improvements	LS	1	\$3,971.49	\$3,971.49	1	\$3,971.49	\$3,971.49		\$3,971.49	
TOTAL BID AMOUNT - Base Bid					\$3,680,078.32			\$4,156,332.82			\$476,254.50	

ADDITIVE BID NO. 1 - East Public Use Apron Reconstruction												
27	P-101-1	Concrete Pavement Demolition	SY	4,570	\$15.30	\$69,921.00	4,570	\$15.30	\$69,921.00		\$15.30	
28	P-101-5	Drainage Inlet Demolition	EA	1	\$1,485.60	\$1,485.60	1	\$1,485.60	\$1,485.60		\$1,485.60	
29	P-151-1	3" Turf Stripping	SY	1,450	\$3.94	\$5,713.00	1,450	\$3.94	\$5,713.00		\$3.94	
30	P-152-1	Unclassified Excavation	LS	1	\$20,765.02	\$20,765.02	1	\$20,765.02	\$20,765.02		\$20,765.02	
31	P-156-1	Temporary Erosion Control and Pollution Prevention	LS	1	\$704.66	\$704.66	1	\$704.66	\$704.66		\$704.66	
32	P-219-1	6 inch Recycled Concrete Aggregate Base Course	SY	0	\$7.70	\$0.00	6,000	\$7.14	\$42,840.00	6,000	\$7.14	\$42,840.00
33	P-219-2	7 inch Recycled Concrete Aggregate Base Course	SY	6,000	\$7.70	\$46,200.00	0	\$7.70	\$0.00	-6,000	\$7.70	-\$46,200.00

CHANGE ORDER #1
RECONSTRUCT PUBLIC USE AND MID-FIELD APRONS
VENICE MUNICIPAL AIRPORT
ITB No. 3062-17 FAA AIP No. 3-12-0082-016-2017 FDOT FM No. 431879-1-94-01

				Ajax Paving Industries of Florida, LLC			Revised Ajax Paving Industries of Florida, LLC			Difference in Costs - Change Order #1		
Item No.	Bid Item	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
34	P-401-1	Bituminous Surface Course	TN	1,060	\$149.09	\$158,035.40		\$149.09		-1,060	\$149.09	-\$158,035.40
35	P-401-1	Bituminous Surface Course	TN		\$145.50		1,400	\$145.50	\$203,700.00	1,400	\$145.50	\$203,700.00
36	P-602-1	Bituminous Prime Coat	GAL	1,490	\$3.86	\$5,751.40	1,490	\$3.86	\$5,751.40		\$3.86	
37	P-603-1	BituminousTack Coat	GAL		\$3.40		700	\$3.40	\$2,380.00	700	\$3.40	\$2,380.00
38	P-620-1	Temporary Markings (30% Application Rate, Non-Reflective White and Yellow)	SF	520	\$3.97	\$2,064.40	520	\$3.97	\$2,064.40		\$3.97	
39	P-620-2	Final Reflective Runway and Taxiway Markings (100% Application Rate, Type III Beads)	SF	520	\$4.54	\$2,360.80	520	\$4.54	\$2,360.80		\$4.54	
40	P-620-2	Black Non-Reflective Marking Outlines	SF	210	\$3.97	\$833.70	1,220	\$3.97	\$4,843.40	1,010	\$3.97	\$4,009.70
41	P-650-1	Aircraft Tiedown Anchor	EA	36	\$170.21	\$6,127.56	36	\$170.21	\$6,127.56		\$170.21	
42	D-701-1	18 inch Reinforced Concrete Pipe (Class V)	LF	46	\$120.32	\$5,534.72	46	\$120.32	\$5,534.72		\$120.32	
43	D-751-1	Airfield Inlets	EA	1	\$4,449.53	\$4,449.53	1	\$4,449.53	\$4,449.53		\$4,449.53	
44	T-904-1	Sodding	SY	1,000	\$2.27	\$2,270.00	1,000	\$2.27	\$2,270.00		\$2.27	
45	L-125-1	Airfield Electrical Improvements	LS	1	\$3,971.49	\$3,971.49	1	\$3,971.49	\$3,971.49		\$3,971.49	
TOTAL BID AMOUNT - Additive Bid No. 1						\$336,188.28			\$384,882.58			\$48,694.30

ADDITIVE BID NO. 2 - Temporary Aircraft Parking Area

46	P-101-7	Furnish and Install Asphalt Millings (3" Nominal Thickness)	SY	23,500	\$1.87	\$43,945.00	5,965	\$1.87	\$11,154.55	-17,535	\$1.87	-\$32,790.45
47	P-101-8	Install Onsite Asphalt Millings (3" Nominal Thickness)	SY	3,200	\$4.58	\$14,656.00	0	\$4.58	\$0.00	-3,200	\$4.58	-\$14,656.00
48	P-101-9	Relocate Asphalt Millings to Airport Stockpile Area (3" Nominal Thickness)	SY	26,700	\$3.15	\$84,105.00	5,966	\$3.15	\$18,792.90	-20,734	\$3.15	-\$65,312.10
49	P-151-2	3" Turf Stripping and Replacement	SY	26,700	\$5.36	\$143,112.00	5,966	\$5.36	\$31,977.76	-20,734	\$5.36	-\$111,134.24
50	P-152-1	Unclassified Excavation	LS	1	\$34,651.63	\$34,651.63	1.00	\$34,651.63	\$34,651.63		\$34,651.63	
51	P-156-1	Temporary Erosion Control and Pollution Prevention	LS	1	\$7,637.74	\$7,637.74	1.00	\$7,637.74	\$7,637.74		\$7,637.74	
52	P-620-1	Temporary Markings (30% Application Rate, Non-Reflective White and Yellow)	SF	1,950	\$3.97	\$7,741.50	1,000	\$3.97	\$3,970.00	-950	\$3.97	-\$3,771.50
53	P-650-2	Temporary Aircraft Tiedown Anchor	EA	156	\$113.47	\$17,701.32	45	\$113.47	\$5,106.15	-111	\$113.47	-\$12,595.17
54	D-701-2	18 inch Reinforced Concrete Pipe	LF	55	\$91.96	\$5,057.80	55	\$91.96	\$5,057.80		\$91.96	
55	T-901-1	Seeding, mulching and fertilizing	AC	1	\$10,212.39	\$10,212.39	1	\$10,212.39	\$10,212.39		\$10,212.39	
TOTAL BID AMOUNT - Additive Bid No. 2						\$368,820.38			\$128,560.92			-\$240,259.46

Total Bid Amount - BASE BID + ADDITIVE BID No. 1 + ADDITIVE BID No. 2	\$4,385,086.98		\$4,669,776.32		\$284,689.34
---	----------------	--	----------------	--	--------------