

CONTRACT FOR
NOISE CONSULTING SERVICES

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

ENVIRONMENTAL SCIENCE ASSOCIATES
CORPORATION

DATED AUGUST 1, 2019

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CONTRACT FOR NOISE CONSULTING SERVICES

This Contract for Noise Consulting Services is made and entered into this 1ST day of August, 2019 by and between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, hereinafter referred to as the "Owner", and Environmental Science Associates Corporation, a California Corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant". The Owner and the Consultant hereby agree as follows:

ARTICLE 1 - PROJECT

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

Provide noise consulting services in accordance with Section 287.055, Florida Statutes, in connection with this Contract.

ARTICLE 2 - CONTRACT ADMINISTRATION

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

ARTICLE 3 - SERVICES BY THE CONSULTANT

3.1 The services that the Consultant will provide to the Owner under this Contract will be as follows, and in general accordance with the Owner's Request for Qualifications dated February 20, 2019 entitled "Request for Qualifications for Noise Consulting Services at Tampa International Airport, Tampa, Florida", the Consultant's response to the Owner's Request for Qualifications dated February 20, 2019, entitled "Noise Consulting Services at Tampa International Airport", which are both incorporated herein by reference, and the Consultant's Fee and Scope Proposal dated July 1, 2019, entitled "Scope of Services – Noise Consulting Services / Part 150 Study" which is attached hereto as Attachment 1 and incorporated herein by reference. In the event of any conflicts between this Contract and any other documents, the precedence in resolving such conflicts will be as follows:

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

3.2 Consultant designates Michael Arnold, whose business address is 5401 South Kirkman Road, Suite 405, Orlando, FL 32819, to serve as the Project Manager. The Project Manager will be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Contract. Consultant designates Michael Arnold, whose title is Senior Vice President, whose business address is 5401 South Kirkman Road, Suite 405, Orlando, FL 32819, to have full authority to bind and obligate the Consultant on all matters arising out of or relating to this Contract. The Consultant agrees that the Project Manager will devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. Any replacement of the Project Manager will be subject to the prior approval and acceptance of the Owner.

3.3 Basic services under this Contract will include those in Attachment 1.

3.4 Additional services under this Contract will, at the request of the Owner, include those in Attachment 1.

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

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

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

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

3.9 The Consultant is required to hire qualified consultants for the design phase of any projects.

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

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

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

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

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

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

3.12 When the Contractor considers that the whole work included in a construction contract, or a portion thereof designated in the contract documents for separate completion, is complete, the Contractor will notify the Owner and Consultant in writing of the completion of the portion or the whole of the construction; and for all design work that originally required certification by a Professional Engineer, the Consultant shall provide an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to

the FDOT Public Transportation Grant Agreement to the Owner and Contractor in a timely manner. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

ARTICLE 4 - TIME

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

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

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

5.1 The amount for the performance of basic services required under this Contract, and costs identified as direct and reimbursable expenses, will be in a not-to-exceed amount of Seven Hundred Sixty Seven Thousand Five Hundred Seventeen and No One Hundredth Dollars (\$767,517.00), which includes all fees for subconsultants.

5.2 Not Used.

5.3 Not Used.

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

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

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

5.4.3 An employee basic services spreadsheet based on the Fee and Scope Proposal in Excel format listing the employee's name, employee's classification and employee's raw rate must be submitted before the consultant service invoice submittal. If there are changes such as new employees, new classification or new

raw rate, then a labor change indicator must be completed on an updated basic services spreadsheet. Any changes to an employee basic services spreadsheet must have prior approval by the Owner. All basic service billings must be accompanied by a rate & hour verification sheet submitted within the submittal as well as in Microsoft Excel format.

- 5.4.4 Basic services invoices that are submitted with a consultant service invoice that are older than 90 days before the submission date will not be reimbursed. Basic services performed before the work order effective date will not be reimbursed.
- 5.4.5 Timesheets are required as supporting backup for all basic services invoice amounts. Hours billed must be clearly identified.
- 5.4.6 Overtime on any basic services must be pre-approved by the Owner.
- 5.4.7 Basic services must be organized using standard separators to identify the basic services being billed.
- 5.4.8 Rebalancing between tasks or fees must be requested with the first overage billing, along with an explanation for the overage and confirmation that the total Contract amount will not be exceeded. Proposed supporting sheets are to be submitted at the request for rebalancing.
- 5.4.9 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final consultant service invoice.
- 5.4.10 If deficiencies are found, a standard deficiency e-mail will be sent to the Consultant to resolve within three business days. If the deficiency is not resolved within that time, the consultant service invoice will be returned.

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

- 5.5.1 The cost of securing a recognized testing laboratory which will perform all soils and sub-surface investigations, tests, reports and recommendations required for schematic and final design and construction of the Project.
- 5.5.2 The cost of securing a recognized testing laboratory which will perform all necessary testing of materials and all shop and mill inspection of materials and equipment as will be required during construction of the assigned work in the Project.

- 5.5.3 The cost of boundary surveys, topographic surveys, land surveys, establishment of boundaries and monuments, field surveys, photogrammetry, field layouts of construction, construction layout, control staking, and related office computations and drafting.
- 5.5.4 The cost of outside special consultants to advise and assist Consultant throughout the Project.
- 5.5.5 The actual cost of reproduction of review plans and specifications, the construction contract plans and specifications required for the securing of bids for the assigned work in the Project and for the use of contractors, subcontractors, testing laboratories, and others having need for such prints during construction.
- 5.5.6 All costs for long distance telephone calls, postage and overnight express delivery and couriers related to the Project.
- 5.5.7 Expenses for parking at Tampa International Airport and transportation related to the Project including airplane travel and automobile; and, in the event overnight travel related to the Project is required, cost of meals and lodging. All travel expenses will be reimbursed in accordance with the Owner's Policy and Standard Procedure on travel and business development expenses, as both may be amended from time to time. Only travel expenses incurred in the performance of the Owner's business are reimbursable. The most efficient and economical means of transportation is required. All travel must be pre-approved by the Owner. Employee expense sheets are required as well as supporting original or legible copies of all receipts.
- 5.5.8 Materials for study models, film and processing expenses.
- 5.5.9 The actual costs of all fees and permits required by and paid to agencies having jurisdiction. This does not include impact or development fees paid directly by the Owner or building permit fees paid by the construction contractor.
- 5.5.10 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 5.5.11 All subconsultant signed agreements must be submitted at time of billing. Subconsultant agreements must include a provision providing the Owner the same rights to audit at the subconsultant level in all of its subconsultant agreements executed to effect project completion.
- 5.5.12 Receipts/Invoices that are submitted with a consultant service invoice that are older than 90 days before the submission date will not be reimbursed. Receipts/Invoices for expenses before the work order effective date will not be reimbursed.

- 5.5.13 Mileage within the Tri-County Area (Hillsborough, Pinellas, Pasco) will not be reimbursed. Mileage is part of travel which must be pre-approved by the Owner.
 - 5.5.14 Legible copies of receipts/invoices that have not been altered are required for reimbursement. Receipts/Invoices must be identified by employee and employer, and include justification of expense.
 - 5.5.15 Equipment purchased for and paid by the Owner must be identified when invoiced so that an asset tag can be attached to that equipment. A detail listing in Excel format must be submitted with the invoice when equipment is purchased.
 - 5.5.16 No purchases of alcohol will be reimbursed by the Owner.
 - 5.5.17 Meals for Owner or local consultant staff members will not be reimbursed.
 - 5.5.18 No front loading on Progress Payments is allowed. Progress Payments are limited to the actual invoiced amounts.
 - 5.5.19 Pre-approval from the Owner is necessary for office or petty cash expenditures.
 - 5.5.20 Reimbursable expenses must be presented as a package organized in the following manner: Reimbursement Tracking Form, actual invoices identifying item numbers as it appears on the Reimbursement Tracking Form. The Reimbursement Tracking Form is required to be submitted electronically in Microsoft Excel format, as is the supporting documentation for the submitted consultant service invoice.
 - 5.5.21 Rebalancing between tasks or fees must be requested with the first overage billing, along with an explanation for the overage and confirmation that the total Contract amount will not be exceeded. Proposed supporting sheets are to be submitted at the request for rebalancing.
 - 5.5.22 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final consultant service invoice.
 - 5.5.23 If deficiencies are found, a standard deficiency e-mail will be sent to the Consultant to resolve within three business days. If the deficiency is not resolved within that time, the consultant service invoice will be returned.
- 5.6 Not used.
- 5.7 One executed original sworn and notarized invoice for services, verified to the satisfaction of the Owner, will be rendered by the twenty-fifth of each month electronically to DesignInvoice@TampaAirport.com. The Consultant will submit with each invoice one original of a detailed accounting of the value of work performed to date by certified Disadvantaged Business Enterprises (DBE). This accounting will include the names and addresses of DBEs that have participated, a description of the work each named DBE has performed, and the value of

work performed by each named DBE. The Consultant will also submit with each invoice a Rate & Hour Verification Sheet and a Reimbursement Tracking Form, both in Microsoft Excel format.

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

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

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

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

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

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

6.1 Engagement(s) as used in this Contract include, but are not limited to, Audits, Inspections, or Attestation Engagements. In connection with payments to the Consultant under this Contract, it is agreed the Consultant will maintain adequate records in accordance with generally accepted accounting practices. The Owner, Florida Department of Transportation, Federal Aviation Administration, Federal Highway Administration, Florida Department of Financial Services, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each, have the right to initiate and perform Engagements over the Consultant's records for the purpose of determining payment eligibility under the Contract or over selected operations performed by Consultant under this Contract for the purpose of determining compliance with the Contract. Access will be to all of the Consultant's records, including books, documents, papers, and records of Consultant

directly pertinent to this Contract or any work order, as well as records of parent, affiliate and subsidiary companies. If the records are kept at locations other than Tampa International Airport, Consultant will arrange for said records to be brought to a location convenient to Owner's auditors to conduct Engagements as set forth in this Article. Or, Consultant may transport Owner's team to location where the records are kept other than Tampa International Airport for purposes of undertaking Engagements. In such event, Consultant will pay reasonable costs of transportation, food and lodging for Owner's team in accordance with Owner's Travel and Business Development Expenses Policy. Consultant agrees to deliver or provide access to all records requested by Owner's auditors within 14 calendar days of the request at the initiation of Engagement and to deliver or provide access to all other records requested during the Engagement within 7 calendar days of each request. The parties recognize that Owner will incur damages if records requested by Owner's auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the parties agree that Consultant may be charged liquidated damages of \$100.00, for each item in a records request, per calendar day, for each time Consultant is late in submitting requested records to perform an Engagement. Accrual of fee will continue until specific performance is accomplished. This liquidated damages rate is not an exclusive remedy and Owner retains its rights including but not limited to its rights to elect its remedies and pursue all legal and equitable remedies. The parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from such failure to comply.

6.2 In the event the Consultant maintains its accounting or Project information in electronic format, upon request by the Owner's auditors, the Consultant will provide a download of its accounting or Project information in an electronic format allowing readership in Microsoft Office software.

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

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

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

6.6 Approvals by Owner's staff for any services included or not included in this Contract do not

act as a waiver or limitation of the Owner's right to perform Engagements.

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

ARTICLE 7 - OWNERSHIP OF DOCUMENTS

7.1 Consultant acknowledges and agrees that all records, documents, drawings, notes, tracings, plans, specifications, maps, evaluations, reports and other technical data, models, renderings and electronic data (other than working papers), prepared, developed or furnished by Consultant or the consultant(s) employed or retained by the Consultant under this Contract (Project Documents) will be and remain the property of the Owner. Project Documents will be deemed to be works made for hire, and all right, title and interest in and to the Project Documents will be vested in Owner. Consultant will take all actions necessary to secure for Owner all such right, title and interest. Consultant warrants that all materials comprising the Project Documents are original with Consultant and have not been copied or derived from any other material without the express written consent of the owner, proprietor and/or copyright holder of that other material, and are not subject to any other claim of copyright by any other person. Consultant will obtain any and all licenses necessary for the production and preparation of the Project Documents including, without limitation, licenses for the use of any material subject to copyright by other parties. Consultant will assign to Owner any and all rights, including any copyrights, in the Project Documents that Consultant or the consultant(s) employed or retained by the Consultant on this Project may possess now or in the future, and Consultant and its consultant(s) will claim no rights adverse to Owner in the Project Documents. Consultant agrees to defend, indemnify and hold harmless the Owner and its Board members, officers, and employees from and against any liabilities, claims, costs or expenses as a result of any alleged infringement of third party rights in the documents described herein. If this clause is found to conflict in any way with Florida law, the clause will be considered modified by such law to the extent necessary to remedy the conflict. Any project as designed by Consultant under this Contract may be reused or repeated by Owner at Owner's option or discretion at any time or times, including but not limited to, completion, addition, renovation, maintenance, reconstruction or remodeling of the project and construction of new projects. Consultant hereby grants its consent to reuse of the Project Documents by Owner for any and all such purposes. The Consultant will incorporate the terms of this Paragraph in all contracts with consultants employed or retained by the Consultant to perform services covered by this Contract.

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

7.3 CHAPTER 119, FLA. STATUTES REQUIREMENTS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

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

- a. Keep and maintain public records required by the Owner in order to perform the services contemplated by this Contract.
- b. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract.
- d. Upon completion of this Contract, keep and maintain public records required by the Owner to perform the services. 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 Owner.

ARTICLE 8 - INDEMNITY

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

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

Environmental Protection Agency or other regulatory agency to be an environmental contaminant

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

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

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

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

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

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

8.5 In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of this Contract. This indemnification in this paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

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

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

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

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

ARTICLE 9 - INSURANCE REQUIREMENTS

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

9.2 The Consultant will comply with the insurance requirements and coverage limits detailed in Attachment 4 - INSURANCE REQUIREMENTS. Such insurance will protect the Owner and Consultant from claims which may arise out of or result from operations under this

Contract by the Consultant, by a subcontractor of the Consultant, by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

ARTICLE 10 - WAIVER OF CLAIMS

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

ARTICLE 11 - CLAIMS AND DISPUTES

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

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

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

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

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

ARTICLE 12 - ASSISTANCE IN LITIGATION

Consultant will render assistance to and on behalf of the Owner in litigation in connection with or arising out of this Contract, including any litigation brought by or against the Owner and any third parties, by providing technical information, analyses and expert witnesses only for the Owner. The Consultant will provide services under this Article at a mutually agreed upon and reasonable rate as an additional service.

ARTICLE 13 - CONFLICT OF INTEREST

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

ARTICLE 14 - NOTICES AND ADDRESS OF RECORD

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

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

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

ARTICLE 15 - TERM OF CONTRACT

The term of this Contract will commence on the date awarded by the Board and will be for five years, with two discrete one-year renewal options at the discretion of the Owner's Chief Executive Officer. The term of this Contract will remain in effect until final completion of all work orders. Individual work orders will have effective dates and completion dates for the related scope of work.

ARTICLE 16 - TERMINATION OF CONTRACT

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

16.2 In the event of termination not the fault of the Consultant, the Consultant will be

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

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

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

ARTICLE 17 - SUSPENSION OF WORK

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

ARTICLE 18 - SUCCESSORS AND ASSIGNS

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

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

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

ARTICLE 19 - TRUTH IN NEGOTIATIONS

The Consultant certifies that the wage rates and other factual unit costs supporting the compensation described herein and in all work orders provided under this Contract are accurate, complete and current at the time of contracting and that the original contract price and any

additions or work orders will be adjusted to exclude any significant sums where the Owner determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments will be made within one year following the end of any particular work order issued under this Contract.

ARTICLE 20 - CERTIFICATION OF CONSULTANT/PROHIBITION AGAINST CONTINGENT FEES

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

ARTICLE 21 - RESTRICTED VENDOR LISTS

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

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

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

ARTICLE 22 - CONTRACT MADE IN FLORIDA

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

ARTICLE 23 - NON-DISCRIMINATION

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

- 23.1.1 Compliance with regulations. The Consultant must comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- 23.1.2 Non-discrimination. The Consultant, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- 23.1.3 Solicitations for subcontracts, including procurement of materials and equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, color or national origin.
- 23.1.4 Information and reports. The Consultant must provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant will so certify to the Owner or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 23.1.5 Sanctions for non-compliance. In the event of the Consultant's non-compliance with the non-discrimination provisions of this Contract, the Owner will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to the Consultant under this Contract until the Consultant complies, and/or cancellation, termination or suspension of the Contract, in whole or in part.

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

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

ARTICLE 24 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

24.1 Owner Policy: It is the policy of Owner that DBEs as defined in 49 CFR Part 26 will have a fair opportunity to participate in the performance of construction, architectural, engineering, and professional services contracts procured by Owner funded in whole or in part by the U.S. Department of Transportation. Consultant will take all necessary and reasonable steps in accordance therewith to ensure that DBEs have a fair opportunity to compete for and perform subcontracts under this Contract. It is the policy of the Owner that DBEs as defined in 49 CFR Part 26 will have the maximum opportunity to participate in the performance of all federally-funded agreements. Consequently, the DBE requirements of 49 CFR Part 26 and the Owner's DBE Policy and Program will apply to this Contract and made a part hereof.

24.2 Non-Discrimination: Consultant and any subcontractor of Consultant will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Consultant will carry out applicable requirements of Owner's DBE Policy and Program in the award and administration of this Contract. Failure by Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Owner deems appropriate, which may include, but not limited to:

24.2.1 Withholding monthly progress payments;

24.2.2 Assessing sanctions;

24.2.3 Liquidated damages; and/or

24.2.4 Disqualifying the contractor from future bidding as non-responsible.

Each contract Owner executes with Consultant and each subcontract Consultant executes with a subcontractor must include the following:

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

- 24.3 DBE Termination and Substitution: Consultant is prohibited from terminating or altering or changing the scope of work of a DBE subcontractor except upon written approval of Owner in accordance with Owner's procedures relating to DBE terminations contained in the DBE Policy and Program. Failure to comply with the procedure relating to DBE terminations or changes during the Contract will be a material violation of the Contract and will invoke the sanctions for non-compliance specified in this Contract and the DBE Policy and Program.
- 24.4 In compliance with the Owner's DBE Policy and Program, the Consultant's minimum DBE commitment is established as the sum total of the verified Letter(s) of Intent for each portion of the Project. The DBE goal stated below is the sum total of the certified DBEs listed in the Consultant's fee and scope proposal which is attached hereto and which will be enforceable under the terms of this Contract. The Consultant will demonstrate that they will subcontract to certified DBEs at least 10.6% of the total dollar amount earned on the Project.
- 24.5 Monitoring: Owner will monitor the ongoing good faith efforts of Consultant in meeting the requirements of this Article. Owner will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Consultant and the DBE participant, and other records pertaining to DBE participation, which Consultant will maintain for a minimum of three years following the end of this Contract. Opportunities for DBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the DBE requirement is warranted. Without limiting the requirements of this Contract, Owner reserves the right to review and approve all sub-leases or subcontracts utilized by Consultant for the achievement of these goals.
- 24.6 Prompt Payment: Consultant agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than 10 calendar days from the receipt of

each payment Consultant receives from Owner. Consultant agrees further to release retainage payments to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Owner. This clause applies to both DBE and non-DBE subcontractors.

- 24.7 Reporting Requirements: Consultant agrees that within 15 calendar days after the expiration of each calendar month during the term of this Contract, it will provide a DBE Monthly Utilization Report to Owner's Business Diversity Manager calculated in accordance with the requirements of 49 CFR Part 26. If the required DBE participation is not met, Consultant will explain in the DBE Monthly Utilization Report the reasons for its failure to meet the prescribed goal and the strategy Consultant proposes to meet the DBE goal. All firms interested in participating in contracting/subcontracting opportunities as a DBE must be certified as eligible DBEs before said business enterprises begin their portion of the Contract work. Only certified DBEs will count toward the DBE goal. If the Consultant fails to achieve the DBE goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.
- 24.8 Consultant agrees to indemnify the Owner from the loss of any funds or other damages that may result from Consultant's failure to achieve the DBE goals set forth herein or to establish a good faith effort to do so, including attorneys' fees and costs associated with said failure by Consultant or good faith investigation by Owner. Failure of Consultant to make a good faith effort to achieve DBE goals will be a material breach of this Contract. The determination of whether Consultant's efforts were made in good faith will be made by the Owner. At 50% completion, a plan of action properly reflecting anticipated DBE achievement of the commitment is required to be submitted to the Owner.
- 24.9 In the event of the Consultant's non-compliance with the Owner's DBE Policy and Program or failure to meet the prescribed DBE goal set forth in this Article, or to establish a good faith effort to do so, the Owner, after due process, will impose such Contract sanctions as the Owner may determine to be appropriate including but not limited to:
- 24.9.1 Withholding of payments to the Consultant under this Contract until the Consultant complies; and/or
 - 24.9.2 Cancellation, termination or suspension of this Contract in whole or in part; and/or
 - 24.9.3 Suspension or debarment of Consultant from eligibility to contract with the Owner in the future or to receive bid packages or request for proposals (RFP)/request for qualification (RFQ) packages.

ARTICLE 25 – PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

This Contract will be terminated in accordance with Florida Statute Section 287.135(3) if it is

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

ARTICLE 26 – E-VERIFY REQUIREMENT/UNAUTHORIZED ALIENS

26.1 In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status), all agencies under the direction of the Governor are to include as a condition of all state contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Any projects with Florida Department of Transportation (FDOT) funding will contain this assurance as a condition for any new Joint Participation Contracts dated after January 4, 2011. The Consultant will verify all of their new employees and will require that their subcontractors verify all of their new employees in accordance with the E-verify requirements set out above. The Consultant will execute Attachment 2, E-Verify Certification, to certify and affirm that Consultant will comply with the E-Verification requirements of Executive Order Number 11-116.

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

ARTICLE 27 – LOBBYING

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

ARTICLE 28 - COMPLETE CONTRACT

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

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

By the Consultant this _____ day of _____, 20____.

ATTEST:

ENVIRONMENTAL SCIENCE ASSOCIATES CORPORATION

By: _____

Title: _____

Print Name

Print Address

Signed, sealed, and delivered in the presence of:

Witness

Print Name

Witness

Print Name

Notary for ENVIRONMENTAL SCIENCE ASSOCIATES CORPORATION

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ in the capacity of _____, of _____ a _____ (Name of organization or company, if any) (Corporation / Partnership / Sole Proprietor / Other) on _____ behalf. _____ (Its / His / Her) (They are / He is / She is) (Personally known to me /not personally known to me)

_____ and _____ take an oath. and has produced the following document of identification) (they / he / she) (did / did not)

(Seal of Notary)

Signature of Notary

By the Owner this _____ day of _____, 20____.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

(Affix Corporate Seal)

By: _____
Robert I. Watkins, Chairman

ATTEST:

Lesley "Les" Miller, Jr., Secretary

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

LEGAL FORM APPROVED:

By: _____
Michael T. Kamprath, Assistant General Counsel

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

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

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

SCOPE OF SERVICES – NOISE CONSULTING SERVICES / PART 150 STUDY

Tampa International Airport

Background

The Hillsborough County Aviation Authority (HCAA) is undertaking a 14 CFR Part 150 Noise Exposure Map (NEM) Update to evaluate the compatibility of Tampa International Airport (TPA) with the surrounding communities in consideration of the current operational environment. The last set of official noise contours were prepared in 2000 as part of the *Tampa International Airport Part 150 Update, Revised Noise Exposure Maps and Noise Compatibility Program*.

Environmental Science Associates, the Consultant, is providing the following scope of services included in Project No. 6660 19 which will require the steps and requirements of Part 150 to be followed:

- A. Promoting a planning process through which the Authority can examine and analyze the noise impact created by the operation of TPA, as well as the costs and benefits associated with various alternative noise reduction techniques, and the responsible impacted land use control jurisdictions can examine existing and forecast areas of non-compatibility and consider actions to reduce non-compatible uses.
- B. Bringing together, through public participation, agency coordination, and overall cooperation, all interested parties with their respective authorities and obligations, thereby facilitating a robust NEM update.
- C. Updating the NEM. Project No. 6660 19 itself will not alter or change the existing Authority Noise Compatibility Program (NCP). In accordance with Part 150 guidance, an amendment to the resulting Contract may be made if it is necessary to update the NCP as a result of new areas of non-compatible land use being identified as a result of the NEM update.
- D. Conducting a Part 150 Noise and Land Use Compatibility Study, in accordance with FAA practices, guidance, regulations and Advisory Circulars, to include, at a minimum:
 1. Conducting a community outreach program (Task 1);
 2. Evaluating existing noise conditions (Task 2);
 3. Updating current and future noise contours (Task 3);
 4. Providing an analysis of impacted noise sensitive and incompatible land use areas (Task 4);
 5. Evaluating noise impacts in areas above DNL 65 dB (Task 5);
 6. Preparing revised NEM documentation (Task 6);

7. Providing other Project No. 6660 19 specific services related to conducting the Part 150 Noise and Land Use Compatibility Study (Task 7);
 8. Performing grant administration (Task 8); and
- E. Facilitating Noise Compatibility Committee and Other Meetings (Task 1.6), including, but not limited to:
1. Preparing for meetings;
 2. Attending such meetings;
 3. Preparing and presenting at public meetings for NEM update-related matters;
 4. Providing technical support to the Authority and assisting staff at public meetings as needed;
 5. Following up on NEM-related matters; and
 6. Performing other related tasks as requested by the Authority.

The Consultant may also provide any of the following general consulting services which are not included in Project No. 6660 19 at the request of the Authority during the Contract Term:

- F. Providing technical support to the Authority in interactions with the FAA, other agencies and third parties related to noise.
1. Providing outreach program assistance and recommendations;
 2. Providing noise and airspace planning services as requested;
 3. Providing air traffic planning services;
 4. Evaluating and providing recommendations for potential noise mitigation options;
 5. Preparing noise contour updates as requested;
 6. Providing staff training and support;
 7. Performing other related tasks as requested by the Authority.
 8. Evaluating the existing NCP measures as they relate to minimizing residential impact to 65DNL;
 9. Evaluating land use measures for possible modification;
 10. Preparing project working papers, maps, reports, exhibits and a combined list of recommended alternatives for FAA review and approval; and Evaluating infrastructure, such as a noise barrier on the west perimeter of TPA and modeling its potential benefit to residents residing in communities immediately west of TPA's west runway (Runway 1L/19R).

Elements identified in items D and E above are further detailed below. A separate scope and cost will be prepared for any of the items that HCAA may request under item F.

Task 1: Stakeholder and Community Outreach

Task 1.1: Part 150 Study Project Kick-off Meeting

Description: ESA will initiate the project and organize and lead a project team kick-off meeting involving key members of HCAA staff, the FAA, and the Consultant Team. At the kick-off meeting, key project goals will be reviewed, and a task level MS Project schedule will be discussed. Communication protocols will

also be discussed. Members of the project's core team will be identified for participation in ongoing coordination meetings. ESA will prepare meeting notes documenting the agreed upon project goals, communication protocols, and core team members. Coincident with the external kickoff meeting, ESA will conduct an internal kickoff meeting during which the project management plan and key issues related to project implementation will be outlined and reviewed.

Meetings/ESA Team Participants:

- 1 external (HCAA/FAA Consulting Team) half day kickoff meeting with 5 members of ESA Team (assumes 4-hour meeting, 40 hours of prep)
- 1 internal (Consulting Team) kickoff meeting with 5 members of ESA Team in person and an additional 8 via phone (assumes 3-hour meeting/no prep)

Deliverable(s): Kick-off meeting agenda, meeting handouts, and summarized meeting notes.

Assumptions/HCAA Responsibilities:

- HCAA to assist in meeting coordination, scheduling and material review.
- Assumes the external kick-off meeting will take place in HCAA Offices.
- Assumes overnight travel for 2 team members.

Task 1.2: Project Team/Client Working Meetings

Description: To ensure that the TPA Part 150 Update moves forward smoothly and on schedule, the ESA Team will schedule and participate in on-site working group meetings and bi-weekly coordination calls with key HCAA staff. The working group meetings and coordination calls will be conducted according to the schedule set in Task 1.1. During the coordination calls, milestones and action items will be reviewed and project progress will be monitored. During the meetings, the working group will identify and resolve potential issues. It is anticipated that thirty (30) conference calls and five (5) meetings will be required throughout the project.

Meetings/ESA Team Participants:

- 5 meetings/3 members of ESA Team
- 30 calls/2 members of ESA Team

Deliverable(s):

- Working group meeting agendas, meeting handouts, and summarized meeting notes.
 - Coordination call meeting agendas, meeting handouts, and action item summaries.

Assumptions/HCAA Responsibilities:

- HCAA to assist in meeting coordination and scheduling and material review.
- Assumes the working group meetings will take place in HCAA offices.
- Assumes 3 hour meetings and 12 hours of prep per meeting.
- Assumes overnight travel for 2 team members for working group meetings.
- Assumes calls will last up to one (1) hour and 1 hour of prep per meeting. Meeting notes will not be prepared for these coordination calls.
- HCAA to provide appropriate staff participation for successful meetings.

Task 1.3: FAA Coordination Calls and Meetings

Description: This task includes a series of meetings and coordination calls throughout the project with various FAA representatives to collect data, ensure accuracy and timely availability of information, and address any issues or questions that may arise throughout the course of the project. Two (2) meetings will be conducted with the Orlando ADO and three (3) additional meetings will be conducted with FAA ATC or TRACON personnel. During the coordination calls, milestones and action items will be reviewed and project progress will be monitored. Fifteen (15) conference calls will be held with key FAA staff to monitor project progress and address issues that may arise. All meetings and calls will be conducted according to the schedule set in Task 1.1.

Meetings/ESA Team Participants:

- 2 meetings at Orlando ADO/3 members of ESA Team
- 3 meetings with TPA ATC/3 members of ESA Team
- 15 calls/2 members of ESA Team

Deliverable(s):

- Meetings will include PowerPoint slideshows, meeting agendas, meeting handouts, action item summaries and summarized meeting notes.
- Coordination calls will include agendas, meeting handouts, and action item summary.

Assumptions/HCAA Responsibilities:

- HCAA to assist in meeting coordination and scheduling and material review.
- Assumes meetings will take place at HCAA offices, FAA ATC/TRACON Offices, or FAA Orlando ADO Offices.
- Assumes 3 hours per meeting and 12 hours of prep time for each meeting.
- Assumes bi-weekly calls will transition to monthly calls periodically throughout the project.
- Assumes coordination calls will last one (1) hour and one (1) hour prep/follow-up per call. Meeting notes will not be prepared for coordination calls.

Task 1.4: Other Agency Coordination

The ESA Team will schedule and participate in meetings with key local agencies as directed by HCAA. The meetings, which may include agencies such as local land use planning departments (City and County) and the Hillsborough Metropolitan Planning Organization (MPO), will be conducted according to the schedule set in Task 1.1. The meetings will include project briefings and collection/verification of key project data. Four (4) meetings will be held with key agency representatives. Includes 10 hours of meeting prep per meeting.

Meetings/ESA Team Participants: 3 meetings/ 2 members of ESA Team

Deliverable(s): Meeting coordination and scheduling. Coordination meeting agendas, meeting handouts, and summarized meeting notes.

Assumptions/HCAA Responsibilities:

- HCAA to assist in meeting coordination and scheduling and material review.
- Assumes these meeting will either take place at HCAA offices, ESA's office, or the agencies' offices.

- Assumes 2 hours per meeting and 10 hours of prep time and follow-up for each meeting.

Task 1.5: Kickoff Public Workshops

Description: One initial set of informal two-hour open house style workshops will be held. The four (4) meetings will take place over consecutive days at an appropriate time and location in association with the initiation of the study (e.g., Dana Shores, South Tampa). These workshops, held at four (4) different locations throughout the community, will provide the opportunity for information sharing and input during the Part 150 project. At each workshop, the ESA project team will discuss (on a one-on-one basis) with those in attendance the TPA Part 150 NEM Update process and noise information available for review. ESA will provide up to 30 30x40 inch presentation board mounted exhibits describing the Part 150 process, noise modeling, land use compatibility, the role of the FAA in the Part 150 process and other information as appropriate. In addition, the ESA Team will provide handouts, sign-in sheets, and comment forms for the workshops. Nine (9) members of the ESA Team will be available for each public workshop.

The ESA Team will support the HCAA in the selection of the locations for the workshop sites and will prepare draft public workshop advertisements to be placed within the local newspaper(s) of greatest circulation in the Airport area or those with specific targeted audiences. ESA will translate the advertisement into one alternate language and coordinate with the local news outlets to run one set of advertisements 30 days before the workshops and a second set of advertisements closer to the workshops (four (4) total advertisements, two (2) in English and two (2) in an alternate language). Workshop handouts (up to 4 pages) will be translated into one alternate language. Boards will not be translated, but the titles of each board will be translated and included in the handout.

Meetings/ESA Team Participants: 4 workshops during consecutive days/9 members of ESA Team.

Deliverable(s): Preparation of exhibits/boards, handouts, sign-in sheets, comment forms, and preparation of advertisements. Translation of advertisement, handout and provision of one translator at each workshop. ESA will also provide signage, easels, and set up and break down breakdown of the workshop boards along with staff to man the workshop and the sign-in table.

Assumptions/HCAA Responsibilities:

- Includes translation of advertisement and workshop handout into one alternate language by ESA Team.
- Includes one on-site translator to be provided by the ESA Team during each workshop.
- Assumes workshop meetings will be held on consecutive days/nights.
- Assumes a court reporter will not be required.
- Assumes venues can be secured at no cost.
- Assumes public workshops will be 2 hours in length, with an additional 2.5 hours for setup and breakdown for each workshop.
- Assumes 100 hours of planning and preparation time.
- Assumes four (4) ESA team members will travel for these meetings.

Task 1.6: Community Noise Forum and Other Meetings

Description: ESA will participate in four Community Noise Forum meetings. ESA will make a brief presentation at these meetings, providing a status of the TPA NEM Update. ESA will also assist at a maximum of four (4) other community meetings, as requested. ESA's role is to discuss the NEM process and progress on the project. It is assumed that all meetings will be no more than 2 hours in length.

Meetings/ESA Team Participants:

- A total of 4 Community Noise Forum meetings 2 members of ESA Team.
- 4 other HCAA/NEM-related meetings/2 members of the ESA Team.

Deliverable(s): Meeting coordination and scheduling, meeting agendas, and meeting handouts.

Assumptions/HCAA Responsibilities:

- HCAA to assist in meeting coordination and scheduling and material review.
- Assumes meetings will be no longer than 2 hours in length and scheduled to allow multiple meetings to be accomplished during the same trip.
- Assumes 4 hours for materials preparation/customization per meeting.

Task 1.7: NEM Public Workshop

Description: Four informal two-hour open house style workshop will be held upon completion of the Draft NEMs. The four (4) meetings will take place over consecutive days at an appropriate time and location in association with the initiation of the study (e.g., Dana Shores, South Tampa). These workshops will provide the opportunity for the public to review the NEMs and provide comments. At the workshop, the ESA project team will discuss (on a one-on-one basis) with those in attendance the TPA Part 150 NEM Update process, the process undertaken to develop the NEMs and the next steps. ESA will provide up to 30 30x40 inch presentation board mounted exhibits describing the Part 150 process, NEM development, land use compatibility, next steps and other information as appropriate. In addition, the ESA Team will provide handouts, sign-in sheets, and comment forms for the workshop. Nine (9) members of the ESA Team will be available for the public workshops.

ESA will translate the advertisement into one alternate language and coordinate with the local news outlets to run one set of advertisements 30 days before the workshop and a second set of advertisements closer to the workshop (four (4) total advertisements, two (2) in English and two (2) in an alternate language). Workshop handouts (up to 5 pages) will be translated into one alternate language. Boards will not be translated, but the titles of each board will be translated and included in the handout. The notice and materials to be presented at the NEM Public Workshops will be coordinated in advance with the FAA.

Meetings/ESA Team Participants: 4 workshops during consecutive days/9 members of ESA Team.

Deliverable(s): Preparation of exhibits/boards, handouts, sign-in sheets, comment forms, and preparation of advertisements. Translation of advertisement, handout and provision of one translator at each workshop. ESA will also provide signage, easels, and set up and break down breakdown of the workshop boards along with staff to man the workshop and the sign-in table.

Assumptions/HCAA Responsibilities:

- Includes translation of advertisement and workshop handout into one alternate language by ESA Team.
- Includes one on-site translator to be provided by the ESA Team during each workshop.
- Assumes workshop meetings will be held on consecutive days/nights.
- Assumes a court reporter will not be required.
- Assumes venues can be secured at no cost.
- Assumes public workshops will be 2 hours in length, with an additional 2.5 hours for setup and breakdown for each workshop.
- Assumes 100 hours of planning and preparation time.
- Assumes four (4) ESA team members will travel for these meetings.

Task 1.8: Public Comments and Responses

Description: ESA will compile the public comments provided during the NEM phase of the project and will catalogue them by topic into a comment matrix. Responses will be prepared for each topic and will be keyed back to the comment matrix. Individual responses will not be prepared for each individual letter; rather, the comments will be addressed broadly by topic. Responses will only be prepared for comments related to the noise study or noise related issues. The public comments, summary matrix and responses will be coordinated with the FAA and included in the final draft NEM report.

Deliverable(s): Compilation of comments provided throughout the project and preparation of a comment matrix and responses by topic for inclusion in a report appendix. Overall statistics on comments received by community will be summarized.

Assumptions/HCAA Responsibilities:

- The level of effort for this task assumes processing of no more than 100 comment letters containing no more than 4 distinct comments each (400 comments total). It also assumes that all comments can be addressed with no more than 20 topic or category type responses. Comments received in excess of these limits may require additional budget depending on the nature and volume of comments received.
- HCAA to review and provide input on comment responses.
- HCAA to route NEM-related comments to ESA to ensure they are included in database.

Task 1.9: Public Information Materials and Media Information

Description: ESA will provide materials for HCAA's use (e.g., for a publicly accessible website, newsletters). Materials may include project status, supporting text and visuals (charts, diagrams and other pictorial presentations) to convey technical information and data in the most compelling and easily understandable fashion, FAQ's, identification of public workshop locations/dates/times, etc.

Deliverable(s): Materials to support HCAA's dissemination of information for the TPA Part 150 NEM Update.

Assumptions/HCAA Responsibilities:

- HCAA to post materials on project website on <http://www.tampaairport.com/part-150-study>.

- Assumes all materials in English or previously translated for other purposes.

Task 2: Development of Existing Conditions

Task 2.1: Study Area Base Mapping

Description: Base mapping associated with the Part 150 NEM Update will be developed for several different geographical areas and will employ several different scales. One base map will be of a size to allow review of the DNL contour limits. Information to be displayed on this base map will include the airport boundary, limits of political jurisdictions, and existing major roadways, rail corridors and significant water features.

A second base map will be developed showing a larger area of coverage. This base map will be used to graphically display flight corridors for the baseline condition and future alternatives. As required by 14 CFR Part 150, the map scale will not be less than 1" = 2,000'. Map extents will allow for flight tracks to be shown at least 30,000 feet from each runway end. This base map will also include the TPA property limits, major roadways, and other identifiable physical features (waterways, coastline, rivers, major drainage canals) in order to relate flight tracks to known ground locations. Both base map graphics will be prepared utilizing the available GIS information from Hillsborough County. This task does not include flying new aerial photogrammetry, but does assume the availability of the information being developed as a part of the TPA Master Plan Airports Geographical Information System (GIS) effort.

Deliverable(s): Two (2) (one detailed and one expanded) appropriately scaled base maps of the study area for use in the NEM report.

Assumptions/HCAA Responsibilities:

- HCAA to assist with data gathering.
- Assumes information available in digital format.
- Assumes no new aerial photogrammetry.

Task 2.2: Coordinate Forecast for Use in Part 150 NEM Update

Description: Both the FAA-approved Master Plan Forecast and the most recent FAA Terminal Area Forecast (TAF) will be reviewed to inform an approach for the forecast to be used in the NEM Update. The forecast approach will be documented in a technical memo to the FAA.

Deliverable(s): Technical Memo for submission to the FAA outlining the approach and forecast proposed for use in the Part 150 NEM Update.

Assumptions/HCAA Responsibilities:

- It is assumed that a detailed forecast effort including new forecast analyses will not be required.

Task 2.3: Existing and Future Airfield Facilities

Description: Existing (baseline) and planned physical facilities will be identified based on the latest TPA Master Plan and/or Airport Layout Plan (ALP) and information available from other studies or the latest Joint Airport Capital Improvement Program (JACIP) as identified by the HCAA. This will include a description of the existing facilities and near-term proposed projects associated with improvements to

the airfield, airside development, cargo and maintenance facilities, air carrier terminal development, etc. Those projects that may have an influence on runway use, engine run-up locations, or may in some way have the potential to alter the noise exposure in future years will be identified.

Deliverable(s): Summary text and figures for inclusion in the draft report.

Assumptions/HCAA Responsibilities:

- HCAA to provide digital ALP and any pertinent planning studies.

Task 2.4: Land Use Planning and Zoning Inventory/Identification of Noise Sensitive Sites

Description: Consistent with 14 CFR Part 150 requirements, existing comprehensive plans, land use plans, zoning ordinances, subdivision regulations, building codes, easement terminology, overlay zoning and other documentation pertaining to land use planning and development in the vicinity of the Airport as readily available will be obtained and reviewed. This review will concentrate on identification of the mechanisms that are presently in place to enhance land use compatibility in the TPA environs. Provisions in ordinances, land development codes, and future land use plans that relate to future noise/land use compatibility will also be identified and discussed. ESA will identify the general land use type (residential, commercial, industrial, institutional), approximate density, and location of current land uses for existing and future land development (as determined from approved future off-Airport land use plans or zoning). The previous sound insulation program will also be included in this analysis.

Verification of recent changes to existing land uses that have occurred will be performed using the most current aerial photography available and supplemented with one (1) day of field verification with two (2) ESA team members. Identified changes will be incorporated into the GIS databases. Noise sensitive sites including schools, churches, hospitals, parks, recreation areas, and historic sites within the approximate 60 DNL contour will be verified through the most current aerial photography and supplemented during the field verification effort. The resulting field data will be input into the database and depicted on the study area base mapping.

Data necessary for use in the impact analyses of the baseline and future land use conditions will be collected through the review of existing data layers contained in Hillsborough County GIS files. This will include existing land use data, property appraiser parcel data, future land use data (as available), and existing zoning designations available in digital form from the HCAA or neighboring jurisdictions planning departments.

The following information will be collected for the coverage needed to document the Part 150 NEM Update:

- Roadway Base Map
- Political Jurisdictions and boundaries
- Existing Land Use
- Future Land Use (as available)
- Current Zoning
- Noise Sensitive and Non Compatible Land Uses (Schools, places of worship, hospitals, etc.)
- Parcel Maps/Property Ownership

Future land use will be derived based on the most current future land use planning documentation available for each jurisdiction within the study area. Where future land use plans are in progress (being revised, developed, etc.) at the time of data collection, ESA will, to the extent possible, identify potential options to address the uncertainty created by the pending nature of available data and discuss these with the HCAA PM to define a recommendation for addressing the necessary information. In cooperation with the HCAA PM and other relevant technical experts, ESA will coordinate with the specific jurisdiction(s), where a definitive source of future land use issue has arisen, to develop a future land use concept for the five-year future condition consistent with the jurisdiction's expectations.

Deliverable(s): Summary text for inclusion in the draft report. Base map overlays of the study area for existing land use, existing zoning, future land use plans, and noise sensitive site locations.

Assumptions/HCAA Responsibilities:

- HCAA to assist with data gathering and details related to existing sound insulation program.
- Assumes one (1) day of field verification with two (2) ESA team members is sufficient to validate data.
- Assumes existing and future land use data, parcel data, zoning, comprehensive plans, etc., are available digitally.

Task 2.5: Population/Socioeconomic Data

Description: Baseline population data will either utilize the most recent census data forecasts available from third party vendors or apply average population densities to detailed residential unit parcel data from the property appraiser database. The mapping and tabular information evaluation within the base map coverage area will include the distribution of dwelling units, population, minority population, and low-income population based on census data to the extent it is available.

Deliverable(s): Summary text for inclusion in the draft report. Population data in GIS format.

Assumptions/HCAA Responsibilities:

- Population data collected will be limited to areas within the approximate 65 DNL contour.
- Assumes parcel data is readily available in GIS format.
- Assumes population forecast information is available within the limits of the budgeted expense.

Task 2.6: Existing Land Use and Operational Measures

Description: The recommendations of the previous Part 150 Study will be reviewed and the status of implementation of elements of the approved noise abatement program will be identified. These will be separated into recommendations that have been implemented, those in the process of being implemented and those not currently proposed for implementation (and why they were not included in the implementation program).

Deliverable(s): Summary text for inclusion in the draft report.

Assumptions/HCAA Responsibilities:

- Assumes the status of previous measures can be readily confirmed.

Task 2.7: Review of Noise Complaint Data

Description: This task will review noise complaint information maintained by the HCAA during the past five years. A statistical analysis of noise complaints will be prepared and key observations will be summarized. Relationships between noise complaint locations, aircraft flight corridors, and the implementation of past noise abatement procedures will be discussed. If adequate information is available in digital format, noise complaint information will be mapped to show its distribution throughout the Airport environs and coded to allow evaluation of complaint intensity. This assumes data from HCAA's existing comment tracking system is readily available in GIS format.

Deliverable(s): Summary text and supporting graphics, if appropriate, for inclusion in the draft report.

Assumptions/HCAA Responsibilities:

- HCAA to provide noise data in excel format suitable for processing, analyzing and mapping.
- Assumes information is readily available for import into GIS.

Task 2.8: Airspace/Air Traffic Control Data as Available

Description: Airport terminal area airspace and air traffic control procedures will be reviewed with Airport personnel and FAA management at the TPA ATC. Existing airspace sectoring and operational procedures, including air traffic related noise abatement procedures will be reviewed and discussed with ATC management.

Deliverable(s): Summary text and supporting graphics, if appropriate, for inclusion in the draft report.

Assumptions/HCAA Responsibilities:

- HCAA to provide a link and login to Casper's flight tracking system throughout the course of the project to allow efficient data download and analysis.

Task 3: Existing and Future Noise Contour Development

Task 3.1: Operations and Fleet Mix Analysis (Derivatives)

Description: A derivative fleet forecast will be developed to determine the operational levels anticipated at the airport in the initial year, 2020, and future year, 2025. This will include a detailed fleet mix evaluation of 12 consecutive months of actual operational data during 2018/2019. This analysis will include determination of the daytime/nighttime activity split by aircraft and engine type and operational stage lengths. ESA will then use the detailed data along with projected fleet transitions to develop an estimated future fleet mix for 2020 and 2025 including daytime/nighttime activity split by aircraft and engine type and operational stage lengths.

Each aircraft/engine type will be assigned a specific aircraft type specific to the FAA's noise model, the Aviation Environmental Design Tool (AEDT). However, the database does not include all aircraft that are in operation today. For certain aircraft types, the FAA has identified pre-approved substitute aircraft for use in the model. For aircraft that are not in the AEDT or its pre-approved substitution database, an appropriate similar aircraft will be selected. It should be noted that the use of any non-standard inputs requires written approval from the FAA. For these aircraft an appropriate substitute aircraft will be

identified and documented in correspondence sent to the FAA's Project Manager for distribution to the appropriate FAA departments for review and approval.

Deliverable(s): Summary text for inclusion in draft report and modeling substitution documentation to be sent to the FAA for approval.

Assumptions/HCAA Responsibilities:

- HCAA to provide a link and login to Casper's flight tracking system throughout the course of the project to allow efficient data download and analysis.
- HCAA to assist in resolving any data gaps.

Task 3.2: Runway Use and Flight Track Analysis

Description: ESA will use 12 consecutive months of data to prepare a series of baseline condition flight tracks for use in modeling aircraft activities. Flight track locations will be developed for both north and south flows and will include fixed wing and helicopter arrivals, departures, and traffic pattern operations, as appropriate. Flight track and runway use by aircraft category/type and time of day will be developed through analysis of radar track data and verified through consultation with ATC and TRACON.

Flight track and runway use for the Existing Condition (year 2020) is anticipated to be similar to the existing condition. However, changes that are reasonably anticipated to be in place in 2025, and can be defined in adequate detail including NextGen, will be identified through consultation with FAA and reflected in usage and track assumptions for those years.

The actual climb or descent profiles utilized at the airport may differ from the AEDT standard profiles. For example, an analysis of radar data may show that aircraft are climbing at a slower or faster rate, or that arriving aircraft are leveling-off during approach. Within the AEDT, the "procedure steps" defining the standard profile may be modified to better match aircraft altitudes and speeds shown in radar data. For departures, the user must define the altitude, climb rate, and speed along the profile. For arrivals, the user must define the altitude and speed along the profile.

Data will be collected from the HCAA that identifies aircraft departure and arrival profiles for a selection of aircraft operating at TPA. These data will be reviewed and modifications to certain AEDT standard profiles for specific aircraft may be identified, as necessary.

Deliverable(s): Summary text for inclusion in the draft report.

Assumptions/HCAA Responsibilities:

- HCAA to provide a link and login to Casper's flight tracking system throughout the course of the project to allow efficient data download and analysis.
- HCAA to assist in resolving any data gaps.
- Assumes that coordination of user defined profiles with FAA will not be required.

Task 4: Evaluate Non-Compatible Land Use Impacts

Task 4.1: Existing Noise Exposure Levels (anticipated to be 2020 base year)

Description: Using the baseline operations and fleet mix data developed in Task 3, the latest version of FAA's Aviation Environmental Design Tool (currently AEDT 2d) will be used to determine current aircraft noise exposure levels in the TPA environs. Contours of equal exposure of the 60, 65, 70, and 75 dB DNL will be calculated and overlaid on both large scale and small scale base mapping. DNL contours, when depicted on a land use base map, form the NEM. An NEM is a scaled, geographic depiction of an airport, its noise contours, and existing land uses in surrounding areas that comply with map scale and data requirements as specified in paragraphs A150.101, A150.103, A150.105, and 150.21 of 14 CFR Part 150. The official NEM will depict the 65, 70, and 75 dB DNL contours. Narrative discussion of assumptions, input data, and the characteristics of the existing noise exposure pattern will also be prepared and presented in written form. The resulting contours will be provided by ESA for certification by HCAA.

Deliverable(s): Summary text and graphics for inclusion in the draft report.

Assumptions/HCAA Responsibilities:

- Assumes no airspace or operational changes or changes to model input assumptions once modeling effort has been initiated.

Task 4.2: Future Noise Exposure Levels (anticipated to be 2025 five-year horizon)

Description: Future year (currently anticipated to be 2025) DNL contours will be prepared based on the projected conditions, operations and fleet mix identified under a previous task. Contours of equal exposure of 60, 65, 70 and 75 dB DNL will be calculated and overlaid on both large scale and small scale base mapping. The official NEM will depict the 65, 70 and 75 dB DNL contours. Narrative discussion of assumptions, input data, and the characteristics of the existing noise exposure pattern will also be prepared and presented in written form. The resulting contours will be provided by ESA for certification by HCAA.

Deliverable(s): Summary text and graphics for inclusion in the draft report.

Assumptions/HCAA Responsibilities:

- Assumes no airspace or operational changes or changes to model input assumptions once modeling effort has been initiated.

Task 5: Evaluate Noise Exposure above DNL 65

Task 5.1: Quantify Dwelling Units and Noise Sensitive Institutional Uses Inside DNL 65 Contour

Dwelling units and noise sensitive land uses will be tabulated for the base year (2020) and the future year (2025) within each 5 dB contour range for DNL 65 and above contours.

Deliverable(s): Summary text, tables, and graphics for inclusion in the draft report.

Assumptions/HCAA Responsibilities:

- Assumes that noise sensitive use information was available in GIS format.

Task 5.2: Quantify Population Inside DNL 65 and Above

Noise exposure, in terms of population affected, will be calculated for 2020 and 2025 identifying the number of people situated within each 5 dB contour interval from DNL 65 to DNL 75. This evaluation will be based on the 2020 and 2025 contours using geographic information system (GIS) software. The resulting impact totals will establish the baseline conditions against which future alternative airport operating and land use alternatives will be compared.

Deliverable(s): Summary text, tables, and graphics for inclusion in the draft report.

Assumptions/HCAA Responsibilities:

- Assumes that population information was available in GIS format.

Task 6: NEM Documentation

Task 6.1: Pre-Draft NEM Report

Description: Interim documentation, which will become the basis for chapters of the Draft NEM Report, will be developed at strategic points throughout the Study. As described above, the documentation will be refined and incorporated into a complete Pre-Draft NEM Report and along with supporting graphics and additional documentation required to meet the requirements of Part 150. A digital copy of the pre-draft TPA NEM Report will be prepared for review by HCAA.

Deliverable(s): One electronic copy of the Pre-Draft TPA NEM Report.

Assumptions/HCAA Responsibilities:

- HCAA to provide consolidated review comments in track changes format.
- Assumes document produced in English only.
- Only digital versions of this document will be submitted.

Task 6.2: Preliminary Draft NEM Report

Description: Following the review and comment of the Pre-Draft by HCAA, up to ten (10) copies of a revised Preliminary Draft TPA NEM Report will be prepared and reviewed by HCAA and FAA.

Deliverable(s): One electronic copy, and up to ten (10) printed copies of the Preliminary Draft TPA NEM Report. Full-size NEM drawings will only be provided in the appendix for two (2) report copies. All other full-size NEM drawings will be provided on a thumb drive inserted in the appendix.

Assumptions/HCAA Responsibilities:

- HCAA and FAA to provide consolidated review comments in track changes format.
- Assumes document produced in English only.

Task 6.3: Draft NEM Report

Description: Upon completion of the review of the Preliminary Draft, changes will be incorporated and incorporated changes will be provided to the HCAA and FAA electronically to show how comments were addressed. Upon approval from the HCAA and FAA, twelve (12) copies of the Draft NEM Report will be prepared for public and other agency review. This includes preparation of the FAA NEM checklist and inclusion in the document appendix.

Deliverable(s): One electronic copy, and up to twelve (12) printed copies of the Draft TPA NEM Report (seven full copies of the main report and appendices and five copies of the main report with appendices on thumb drives). Full-size NEM drawings will only be provided in the appendix for up to seven (7) report copies. All other full-size NEM drawings will be provided on a thumb drive inserted in the appendix.

Assumptions/HCAA Responsibilities:

- Assumes document produced in English only.

Task 6.4: Respond to Sponsor, Committee, and Agency Review Comments

Description: Comments received on the Draft NEM Report, and responded to as part of Task 1.8, that require revision to the NEM Report will be incorporated into a final draft of the NEM Report. Conflicting comments will be discussed with HCAA and the FAA as required to ensure resolution.

Deliverable(s): One master digital track changes version of the NEM Report that incorporates changes.

Assumptions/HCAA Responsibilities:

- HCAA to assist in ensuring comments are provided in timely manner.

Task 6.5: Final Draft NEM Report

Description: Upon completion of the public review process of the Draft NEM Report and incorporation of review comments, ten (10) copies of the Final Draft NEM Report will be provided to the HCAA and FAA for review.

Deliverable(s): One electronic PDF file, all word files and up to ten (10) printed copies of the Final Draft NEM report will be prepared. Full-size NEM drawings will only be provided in the appendix for up to two (2) report copies. All other full-size NEM drawings will be provided on a thumb drive inserted in the appendix.

Assumptions/HCAA Responsibilities:

- HCAA to provide consolidated review comments in track changes format.
- Assumes document produced in English only.

Task 6.6: Final NEM Report

Description: Upon completion of review of the Final Draft NEM Report by the FAA and incorporation of review comments, up to twelve (12) copies of the Final NEM Report will be provided to the HCAA for its use and for submittal to the FAA. Upon FAA acceptance, the Final NEM report will be posted on the Project's public website.

Deliverable(s): One electronic PDF file and up to twelve (12) printed copies of the Final TPA NEM report (includes 5 copies for the FAA) will be prepared (seven full copies of the main report and appendices and five copies of the main report with appendices on thumb drives). Full-size NEM drawings will only be provided in the appendix for up to five (5) report copies. All other full-size NEM drawings will be provided on a thumb drive inserted in the appendix.

Assumptions/HCAA Responsibilities:

- Assumes document produced in English only.

Task 6.7: NEM Notice of Availability

Description: Upon FAA acceptance of the NEM's, ESA will prepare a notice of availability to be published in a local newspaper by HCAA three (3) times periodically during the subsequent months. The notice will be published in both English and one alternative language for a total of six (6) advertisements.

Deliverable(s): One electronic document for use in publishing the notice of availability of the NEMs.

Assumptions/HCAA Responsibilities:

- HCAA to provide consolidated review comments in track changes format.

Task 7: NEM-Related Services

Task 7.1: Project Management

Description: The Part 150 NEM Update will be actively managed to ensure the project stays on track. These efforts may include, but are not limited to tracking project milestones, updating the project schedule, and preparing monthly invoices and progress reports.

Deliverable(s): Schedule, status reports and milestone tracking.

Assumptions/HCAA Responsibilities:

- HCAA will assist in timely completion of the project by providing responsive information and feedback throughout the course of the project.

Task 7.2: Project Team Meetings

Description: To ensure that the Part 150 NEM Update progresses on schedule, the ESA Team will conduct internal team meetings and working group meetings. These meetings will be conducted on a recurring basis throughout the duration of the project. During the meetings, the team members will review current deliverables and deadlines and identify potential challenges.

Meetings/ESA Team Participants: 2 meetings/5 members of ESA Team
 15 calls/5 members of ESA Team

Deliverable(s): N/A

Assumptions/HCAA Responsibilities: N/A

Task 7.3: Quality Assurance and Control

Description: The Part 150 NEM Update is a complex project with many moving parts. ESA's Quality Assurance/Quality Control (QA/QC) process will be implemented for work products; making sure documents, data, and coordination between team members adhere to ESA's rigorous standards. This includes review of project elements by staff not connected to the project to ensure that the work products are straight forward and easy to understand by the general public.

Deliverables: Editorial and technical review of each element of the Part 150 NEM Update.

Assumptions/HCAA Responsibilities:

- HCAA to comment as appropriate throughout the course of the Part 150 NEM Update.
- HCAA to assist in resolving potential conflicts or issues identified during the QA/QC review process.

Task 8: Grant Administration

Task 8.1 TPA Part 150 Grant Support

Description: ESA will assist airport management staff by providing the supporting documentation needed to complete the FAA Application and/or FDOT Application package for the TPA Part 150 NEM Update. ESA will support HCAA in the ongoing FAA grant process as it relates to this Part 150 NEM Update. These efforts may include, but are not limited to tracking grant milestones, preparing quarterly status reports for the FAA, and other tasks as requested by HCAA.

Deliverable(s): Status reports and grant milestone tracking.

Assumptions/HCAA Responsibilities:

- HCAA will provide advanced notice of requests related to the FAA grant.

Task 8.2: TPA Part 150 Grant and Project Close Out

Description: ESA will assist HCAA with supporting documentation for the FAA and/or FDOT Grant closeout. Additionally, to ensure that all of the project files (the NEM Report, PowerPoint Files, GIS Shape Files, AutoCAD files, AEDT Study Files, etc.) are transferred to the HCAA, ESA will schedule and lead a telephonic project close out meeting with key HCAA staff. ESA will prepare and circulate a project close out punch list and will incorporate the HCAA's additions prior to the meeting. To the greatest extent possible, all of the project files will be transferred to the HCAA prior to the project close out meeting. During the meeting, the punch list will be reviewed and delivered items will be checked off. A schedule will be established for delivering any remaining project files to the HCAA prior to HCAA's final payment and official Grant closeout.

Meetings/ESA Team Participants: 1 call/4 members of ESA Team

Deliverable(s): Pre-close out meeting coordination and scheduling. Close out punch list, meeting agenda, and summarized meeting notes with final delivery schedule. Delivery of all project file digital information.

Assumptions/HCAA Responsibilities:

- HCAA will provide advanced notice of additional requests related to the FAA and/or FDOT grant closeout.

- HCAA to participate in call and punch list process.

Environmental Science Associates Corporation

Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
			191.26%	10%		
Steve Alverson	Senior Vice President	\$ 96.15	\$ 183.90	\$ 28.00	\$ 308.05	3.20
Michael Arnold	Senior Vice President	\$ 93.75	\$ 179.31	\$ 27.31	\$ 300.36	3.20
Julie Sullivan	Vice President	\$ 90.10	\$ 172.33	\$ 26.24	\$ 288.67	3.20
Douglas DiCarlo	Director	\$ 68.87	\$ 131.72	\$ 20.06	\$ 220.65	3.20
Chris Jones	Director	\$ 66.83	\$ 127.82	\$ 19.46	\$ 214.11	3.20
Susan Shaw	Director	\$ 58.41	\$ 111.71	\$ 17.01	\$ 187.14	3.20
Autumn Ward	Senior Managing Associate	\$ 53.65	\$ 102.61	\$ 15.63	\$ 171.89	3.20
Chris Sequeira	Senior Managing Associate	\$ 58.89	\$ 112.63	\$ 17.15	\$ 188.68	3.20
Craig Stout	Senior Managing Associate	\$ 51.92	\$ 99.30	\$ 15.12	\$ 166.34	3.20
Susumu Shirayama	Senior Managing Associate	\$ 52.10	\$ 99.65	\$ 15.17	\$ 166.92	3.20
Steven Goetzinger	Managing Associate	\$ 45.67	\$ 87.35	\$ 13.30	\$ 146.32	3.20
Patrick Hickman	Managing Associate	\$ 46.63	\$ 89.18	\$ 13.58	\$ 149.40	3.20
Sean Burlingame	Technical Associate	\$ 41.49	\$ 79.35	\$ 12.08	\$ 132.93	3.20
Joseph Halisky	Associate II	\$ 27.40	\$ 52.41	\$ 7.98	\$ 87.79	3.20
Phoebe Weiman	Associate I	\$ 24.04	\$ 45.98	\$ 7.00	\$ 77.02	3.20
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American Infrastructure Development, Inc.

Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
Design Personnel			172.73%	10%		
Kyle Holley	Sr. Engineer	59.96	\$ 103.56	\$ 16.35	\$ 179.87	3.00
Renee Culmer	Planner	33.00	\$ 57.00	\$ 9.00	\$ 99.00	3.00
Timeka Carter	Planner	35.00	\$ 60.46	\$ 9.55	\$ 105.00	3.00
Yan Yang	Designer	28.94	\$ 49.98	\$ 7.89	\$ 86.81	3.00
Dan Wolcott	Designer	28.94	\$ 49.98	\$ 7.89	\$ 86.81	3.00
Bryan Brislin	Engineer	30.01	\$ 51.84	\$ 8.19	\$ 90.04	3.00
Almida Martinez	Projects Coordinator	21.63	\$ 37.37	\$ 5.90	\$ 64.90	3.00
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			\$ -	\$ -	\$ -	#DIV/0!

Notes:

* AID has a recent Office Audited Overhead rate of 202.94% [202.73% (OH) + 0.210% (FCCM)]. However, for this project, and in anticipation of a lower overhead rate in 2017, AID will use a lower overhead rate of 172.73%. Using a 10% profit, the multiplier will be 3.00

Quest Corporation

Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
			139.93%	10%		
Sharlene Lairscey	Senior Public Outreach	72.12	\$ 100.92	\$ 17.30	\$ 190.34	2.64
Jessica Francois	Senior Public Outreach	43.27	\$ 60.55	\$ 10.38	\$ 114.20	2.64
Diane Hackney	Senior Public Outreach	43.27	\$ 60.55	\$ 10.38	\$ 114.20	2.64
Lori Buck	Senior Public Outreach	40.87	\$ 57.19	\$ 9.81	\$ 107.87	2.64
Jill Cappadoro	Senior Public Outreach	40.86	\$ 57.18	\$ 9.80	\$ 107.84	2.64
Dawn Brown	Senior Public Outreach	34.66	\$ 48.50	\$ 8.32	\$ 91.48	2.64
Beth Zsoka	Senior Public Outreach	33.66	\$ 47.10	\$ 8.08	\$ 88.84	2.64
Mike Roshaven	Senior Public Outreach	33.65	\$ 47.09	\$ 8.07	\$ 88.81	2.64
Kendra Keiderling	Senior Public Outreach	27.65	\$ 38.69	\$ 6.63	\$ 72.97	2.64
Lauren O'neill	Senior Public Outreach	27.65	\$ 38.69	\$ 6.63	\$ 72.97	2.64
Maricelle Venegas	Senior Public Outreach - Bilingual	34.61	\$ 48.43	\$ 8.30	\$ 91.34	2.64
Maria Camacho	Senior Public Outreach - Bilingual	32.18	\$ 45.03	\$ 7.72	\$ 84.93	2.64
Robyn Tonne	Support Public Outreach	25.75	\$ 36.03	\$ 6.18	\$ 67.96	2.64
Elisa Digrazia	Support Public Outreach	25.48	\$ 35.65	\$ 6.11	\$ 67.25	2.64
Charlotte Apple	Support Public Outreach	21.50	\$ 30.08	\$ 5.16	\$ 56.74	2.64
Rose Artura	Support Public Outreach	21.16	\$ 29.61	\$ 5.08	\$ 55.85	2.64
Brooke Wyrosdick	Support Public Outreach	18.27	\$ 25.57	\$ 4.38	\$ 48.22	2.64
Kendall Cappadoro	Support Public Outreach	18.00	\$ 25.19	\$ 4.32	\$ 47.51	2.64
Iviana Espada	Support Public Outreach	14.00	\$ 19.59	\$ 3.36	\$ 36.95	2.64
Angelie Stephens	Support Public Outreach	11.00	\$ 15.39	\$ 2.64	\$ 29.03	2.64
Chip Boeckh	Graphic	28.85	\$ 40.37	\$ 6.92	\$ 76.14	2.64
Sophia Tingle	Graphic	28.84	\$ 40.36	\$ 6.92	\$ 76.12	2.64
Chris Ward	Graphic	23.08	\$ 32.30	\$ 5.54	\$ 60.91	2.64
Dylan Conway	Web	28.85	\$ 40.37	\$ 6.92	\$ 76.14	2.64
David Alberts	IT/GIS	25.48	\$ 35.65	\$ 6.11	\$ 67.25	2.64



Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
<EMPLOYEE NAME>			200.90%	10%		
John Williams	Senior Vice President	\$ 125.00	\$ 251.13	\$ 37.61	\$ 375.00 ¹	3.00
Pete Ricondo, P.E.	Senior Vice President	\$ 125.00	\$ 251.13	\$ 37.61	\$ 375.00 ¹	3.00
Steve Culberson	Vice President	\$ 95.67	\$ 192.20	\$ 28.79	\$ 316.66	3.31
Kevin Markwell, Sr.	Associate Director	\$ 115.00	\$ 93.57	\$ 20.86	\$ 229.43 ²	2.00
Dharma Thapa	Director	\$ 73.99	\$ 148.65	\$ 22.26	\$ 244.90	3.31
Sebastien Carreau	Director	\$ 81.78	\$ 164.30	\$ 24.61	\$ 270.68	3.31
Erik Wilkins	Director	\$ 71.59	\$ 143.82	\$ 21.54	\$ 236.96	3.31
Robert Varani	Director	\$ 91.25	\$ 183.32	\$ 27.46	\$ 302.03	3.31
Stephen Smith	Director	\$ 86.15	\$ 173.08	\$ 25.92	\$ 285.15	3.31
Estelle Boudassou	Senior Consultant	\$ 31.73	\$ 63.75	\$ 9.55	\$ 105.02	3.31
Jose Blanco	Consultant	\$ 30.53	\$ 61.33	\$ 9.19	\$ 101.05	3.31
Katelyn Doughty	Consultant	\$ 32.69	\$ 65.67	\$ 9.84	\$ 108.20	3.31
Kevin Markwell, Jr.	Managing Consultant	\$ 48.09	\$ 96.61	\$ 14.47	\$ 159.17	3.31
Shane P. Ingolia	Managing Consultant	\$ 50.96	\$ 102.38	\$ 15.33	\$ 168.67	3.31
Brian Notz	Creative Services Director	\$ 68.80	\$ 138.22	\$ 20.70	\$ 227.72	3.31
Katie Dicola	Senior Graphic Designer	\$ 28.85	\$ 57.96	\$ 8.68	\$ 95.49	3.31
Teresa Glavez-Lanning	MGR - Document Production	\$ 62.26	\$ 125.08	\$ 18.73	\$ 206.07	3.31
Anna Kendall	Technical Editor	\$ 37.79	\$ 75.92	\$ 11.37	\$ 125.08	3.31
Pilar Moffit	Technical Specialist II	35.00	\$ 70.32	\$ 10.53	\$ 115.85	3.31
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	

Notes:

1/ Sr. Vice President hourly rate capped at \$375.00/hour as consideration for Ricondo's long-standing relationship with the HCAA

2/ Assoc. Director billing multiplier is lower due to the fact that not all overhead costs apply to these employees



FEE ESTIMATE SUMMARY
NOISE CONSULTING SERVICES / PART 150 STUDY
TAMPA INTERNATIONAL AIRPORT

Task	Description	Hours	Labor	Expenses	Total	
1	Stakeholder and Community Outreach	1,560	\$ 241,017	\$ 48,315	\$ 289,333	46.1%
2	Development of Existing Conditions	591	\$ 90,875	\$ -	\$ 90,875	14.5%
3	Existing and Future Noise Contour Development	384	\$ 58,456	\$ -	\$ 58,456	9.3%
4	Evaluate Non-Compatible Land Use Impacts	196	\$ 28,865	\$ -	\$ 28,865	4.6%
5	Evaluate Noise Impacts Above DNL 65	124	\$ 18,133	\$ -	\$ 18,133	2.9%
6	NEM Documentation	472	\$ 64,921	\$ 11,336	\$ 76,257	12.2%
7	NEM-Related Services	256	\$ 51,544	\$ -	\$ 51,544	8.2%
8	Grant Administration	90	\$ 14,054	\$ -	\$ 14,054	2.2%
TOTAL BASE FEE		3,673	\$567,865	\$59,651	\$627,517	100.0%
9	Non-Project Related Noise Consulting Services		\$ 140,000		\$ 140,000	
TOTAL FEE, NOT TO EXCEED			\$707,865	\$59,651	\$767,517	

6/25/2019

DBE = 10.6%

FEE PROPOSAL
NOISE CONSULTING SERVICES / PART 150 STUDY
TAMPA INTERNATIONAL AIRPORT

ESA TRAVEL EXPENSES

TASK	DESCRIPTION	Airfare		Rental Car		Lodging		Daily Meals		Parking		Vehicular Travel		Other Travel		TOTAL
		Rate	\$450	Rate	\$65	Rate	\$170	Rate	\$36	Rate	\$20	Rate	\$0.580	Rate	\$1	
		Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	
1	Stakeholder and Community Outreach															
1.1	Part 150 Study Project Kick-off Meeting		\$ -		\$ -	2	\$ 340	7	\$ 252	4	\$ 80	615	\$ 357	40	\$ 40	\$ 1,069
1.2	Project Team/Client Working Meetings		\$ -		\$ -	10	\$ 1,700	20	\$ 720	20	\$ 400	1230	\$ 713	100	\$ 100	\$ 3,633
1.3	FAA Coordination Calls and Meetings		\$ -		\$ -		\$ -	5	\$ 180		\$ -	925	\$ 537	100	\$ 100	\$ 817
1.4	Other Agency Coordination		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
1.5	Kickoff Public Workshops	1	\$ 450		\$ -	12	\$ 2,040	15	\$ 540	15	\$ 300	615	\$ 357	300	\$ 300	\$ 3,987
1.6	Community Noise Forum and Other Meetings		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
1.7	NEM Public Workshop	1	\$ 450		\$ -	12	\$ 2,040	15	\$ 540	15	\$ 300	615	\$ 357	300	\$ 300	\$ 3,987
1.8	Public Comments and Responses		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
1.9	Public Information Materials and Media Information		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
	Subtotal	2	\$ 900	0	\$ -	36	\$ 6,120	62	\$ 2,232	54	\$ 1,080	4000	\$ 2,320	840	\$ 840	\$ 13,492
2	Development of Existing Conditions															
2.1	Study Area Base Mapping		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
2.2	Coordinate Forecast for Use in Part 150 NEM Update		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
2.3	Existing and Future Airfield Facilities		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
2.4	Land Use Planning and Zoning Inventory/Identification of Noise Sensitive Sites		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
2.5	Population/Socioeconomic Data		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
2.6	Existing Land Use and Operational Measures		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
2.7	Review of Noise Complaint Data		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
2.8	Airspace/Air Traffic Control Data as Available		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
3	Existing and Future Noise Contour Development															
3.1	Operations and Fleet Mix Analysis (Derivatives)		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
3.2	Runway Use and Flight Track Analysis		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
4	Evaluate Non-Compatible Land Use Impacts															
4.1	Existing Noise Exposure Levels (anticipated to be 2020 base year)		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
4.2	Future Noise Exposure Levels (anticipated to be 2025 five-year horizon)		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
5	Evaluate Noise Impacts Above DNL 65															
5.1	Quantify Impacted Dwelling Units and Noise Sensitive Institutional Uses Inside		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
5.2	Quantify Impacted Population Inside DNL 65 and Above		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
6	NEM Documentation															
6.1	Pre-Draft NEM Report		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
6.2	Preliminary Draft NEM Report		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
6.3	Draft NEM Report		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
6.4	Respond to Sponsor, Committee and Agency Review Comments		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
6.5	Final Draft NEM Report		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
6.6	Final NEM Report		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
6.7	NEM Notice of Availability		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
7	NEM-Related Services															
7.1	Project Management		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
7.2	Project Team Meetings		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
7.3	Quality Assurance and Control		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
8	Grant Administration															
8.1	TPA Part 150 Grant Support		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
8.2	TPA Part 150 Grant and Project Close Out		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
Total Travel Expense		2	\$ 900	0	\$ -	36	\$ 6,120	62	\$ 2,232	54	\$ 1,080	4000	\$ 2,320	840	\$ 840	\$ 13,492

FEE PROPOSAL
NOISE CONSULTING SERVICES / PART 150 STUDY
TAMPA INTERNATIONAL AIRPORT

ESA PRODUCTION EXPENSES

TASK	DESCRIPTION	B/W 8.5x11		Color 8.5x11		B/W 11x17		Color 11x17		Covers/Lamination		Plots		30x40 Boards		Thumbdrives		Binding		TOTAL	
		Rate	\$ 0.10	Rate	\$ 0.40	Rate	\$ 0.20	Rate	\$ 0.70	Rate	\$ 3.00	Rate	\$ 25.00	Rate	\$ 75.00	Rate	\$ 10.00	Rate	\$ 15.00		
		Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost		
1	Stakeholder and Community Outreach																				
1.1	Part 150 Study Project Kick-off Meeting	\$	-	500	\$ 200															\$	200.00
1.2	Project Team/Client Working Meetings	\$	-	750	\$ 300			400	\$ 280											\$	580.00
1.3	FAA Coordination Calls and Meetings	\$	-																	\$	-
1.4	Other Agency Coordination	\$	-																	\$	-
1.5	Kickoff Public Workshops	\$	-																	\$	-
1.6	Community Noise Forum and Other Meetings	\$	-																	\$	-
1.7	NEM Public Workshop	\$	-																	\$	-
1.8	Public Comments and Responses	\$	-																	\$	-
1.9	Public Information Materials and Media Information	\$	-																	\$	-
	Subtotal	0	\$ -	1250	\$ 500	0	\$ -	400	\$ 280	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
2	Development of Existing Conditions																				
2.1	Study Area Base Mapping	\$	-																	\$	-
2.2	Coordinate Forecast for Use in Part 150 NEM Update	\$	-																	\$	-
2.3	Existing and Future Airfield Facilities	\$	-																	\$	-
2.4	Land Use Planning and Zoning Inventory/Identification of Noise Sensitive Sites	\$	-																	\$	-
2.5	Population/Socioeconomic Data	\$	-																	\$	-
2.6	Existing Land Use and Operational Measures	\$	-																	\$	-
2.7	Review of Noise Complaint Data	\$	-																	\$	-
2.8	Airspace/Air Traffic Control Data as Available	\$	-																	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
3	Existing and Future Noise Contour Development																				
3.1	Operations and Fleet Mix Analysis (Derivatives)	\$	-																	\$	-
3.2	Runway Use and Flight Track Analysis	\$	-																	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
4	Evaluate Non-Compatible Land Use Impacts																				
4.1	Existing Noise Exposure Levels (anticipated to be 2020 base year)	\$	-																	\$	-
4.2	Future Noise Exposure Levels (anticipated to be 2025 five-year horizon)	\$	-																	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
5	Evaluate Noise Impacts Above DNL 65																				
5.1	Quantify Impacted Dwelling Units and Noise Sensitive Institutional Uses Inside	\$	-																	\$	-
5.2	Quantify Impacted Population Inside DNL 65 and Above	\$	-																	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
6	NEM Documentation																				
6.1	Pre-Draft NEM Report	\$	-																	\$	-
6.2	Preliminary Draft NEM Report	2000	\$ 200	900	\$ 360			400	\$ 280	12	\$ 36	24	\$ 600			12	\$ 120	12	\$ 180	\$	1,776.00
6.3	Draft NEM Report	4800	\$ 480	2600	\$ 1,040			850	\$ 595	20	\$ 60	42	\$ 1,050			20	\$ 200	20	\$ 300	\$	3,725.00
6.4	Respond to Sponsor, Committee and Agency Review Comments	\$	-																	\$	-
6.5	Final Draft NEM Report	4800	\$ 480	1650	\$ 660			450	\$ 315	10	\$ 30	18	\$ 450			10	\$ 100	10	\$ 150	\$	2,185.00
6.6	Final NEM Report	8650	\$ 865	2950	\$ 1,180			850	\$ 595	20	\$ 60	18	\$ 450			20	\$ 200	20	\$ 300	\$	3,650.00
6.7	NEM Notice of Availability	\$	-																	\$	-
	Subtotal	20250	\$ 2,025	8100	\$ 3,240	0	\$ -	2550	\$ 1,785	62	\$ 186	102	\$ 2,550	0	\$ -	62	\$ 620	62	\$ 930	\$	11,336
7	NEM-Related Services																				
7.1	Project Management	\$	-																	\$	-
7.2	Project Team Meetings	\$	-																	\$	-
7.3	Quality Assurance and Control	\$	-																	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
8	Grant Administration																				
8.1	TPA Part 150 Grant Support	\$	-																	\$	-
8.2	TPA Part 150 Grant and Project Close Out	\$	-																	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Total Production Expense		20250	\$ 2,025	9350	\$ 3,740	0	\$ -	2950	\$ 2,065	62	\$ 186	102	\$ 2,550	0	\$ -	62	\$ 620	62	\$ 930	\$	12,116

FEE PROPOSAL
NOISE CONSULTING SERVICES / PART 150 STUDY
TAMPA INTERNATIONAL AIRPORT

ESA OTHER DIRECT EXPENSES

TASK	DESCRIPTION	US Mail		Overnight Shipping		Overnight Shipping		Translation Services		Venues		Data Acquisition		Newspaper Ads		Noise Monitor Rental		Court Reporter		TOTAL	
		Rate	\$ 1.25	Rate	\$ 15.00	Rate	\$ 25.00	Rate	\$ 300	Rate	\$ 1	Rate	\$ 1	Rate	\$ 1,000	Rate	\$ 1	Rate	\$ 500		
		Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost		
1	Stakeholder and Community Outreach																				
1.1	Part 150 Study Project Kick-off Meeting	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
1.2	Project Team/Client Working Meetings	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
1.3	FAA Coordination Calls and Meetings	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
1.4	Other Agency Coordination	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
1.5	Kickoff Public Workshops	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
1.6	Community Noise Forum and Other Meetings	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
1.7	NEM Public Workshop	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
1.8	Public Comments and Responses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	3,000	\$	3,000	\$	-	\$	-	\$	-
1.9	Public Information Materials and Media Information	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3000	\$ 3,000	0	\$ -	0	\$ -	0	\$ -	0	\$ -
2	Development of Existing Conditions																				
2.1	Study Area Base Mapping	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2.2	Coordinate Forecast for Use in Part 150 NEM Update	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2.3	Existing and Future Airfield Facilities	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2.4	Land Use Planning and Zoning Inventory/Identification of Noise Sensitive Sites	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2.5	Population/Socioeconomic Data	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2.6	Existing Land Use and Operational Measures	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2.7	Review of Noise Complaint Data	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2.8	Airspace/Air Traffic Control Data as Available	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
3	Existing and Future Noise Contour Development																				
3.1	Operations and Fleet Mix Analysis (Derivatives)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
3.2	Runway Use and Flight Track Analysis	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
4	Evaluate Non-Compatible Land Use Impacts																				
4.1	Existing Noise Exposure Levels (anticipated to be 2020 base year)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
4.2	Future Noise Exposure Levels (anticipated to be 2025 five-year horizon)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
5	Evaluate Noise Impacts Above DNL 65																				
5.1	Quantify Impacted Dwelling Units and Noise Sensitive Institutional Uses Inside	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
5.2	Quantify Impacted Population Inside DNL 65 and Above	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
6	NEM Documentation																				
6.1	Pre-Draft NEM Report	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
6.2	Preliminary Draft NEM Report	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
6.3	Draft NEM Report	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
6.4	Respond to Sponsor, Committee and Agency Review Comments	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
6.5	Final Draft NEM Report	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
6.6	Final NEM Report	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
6.7	NEM Notice of Availability	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
7	NEM-Related Services																				
7.1	Project Management	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
7.2	Project Team Meetings	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
7.3	Quality Assurance and Control	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
8	Grant Administration																				
8.1	TPA Part 150 Grant Support	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
8.2	TPA Part 150 Grant and Project Close Out	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	Total Other Direct Expense	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3000	\$ 3,000	0	\$ -	0	\$ -	0	\$ -	0	\$ -

FEE PROPOSAL
NOISE CONSULTING SERVICES / PART 150 STUDY
Tampa International Airport

QUEST LABOR AND EXPENSE SUMMARY

Approved Multiplier 1.04

TASK	DESCRIPTION	Dulacah		Dunwoody		Gaines		Walt		JFK		Tampa		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		vv		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		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		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</	
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FEE PROPOSAL
NOISE CONSULTING SERVICES / PART 150 STUDY
 Tampa International Airport

QUEST TRAVEL EXPENSES

TASK	DESCRIPTION	Airfare		Rental Car		Lodging		Daily Meals		Parking		Vehicular Travel		Other Travel		TOTAL	
		Rate	\$0	Rate	\$0	Rate	\$0	Rate	\$0	Rate	\$20	Rate	\$0.580	Rate	\$0		
		Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost		
1	Stakeholder and Community Outreach																
1.1	Part 150 Study Project Kick-off Meeting	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
1.2	Project Team/Client Working Meetings	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
1.3	FAA Coordination Calls and Meetings	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
1.4	Other Agency Coordination	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
1.5	Kickoff Public Workshops	\$	-	\$	-	\$	-	\$	-	3	\$ 60	352	\$ 204	\$	-	\$	-
1.6	Community Noise Forum and Other Meetings	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
1.7	NEM Public Workshop	\$	-	\$	-	\$	-	\$	-	3	\$ 60	352	\$ 204	\$	-	\$	-
1.8	Public Comments and Responses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
1.9	Public Information Materials and Media Information	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6	\$ 120	704	\$ 408	0	\$ -	\$ 528	
2	Development of Existing Conditions																
2.1	Study Area Base Mapping	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2.2	Coordinate Forecast for Use in Part 150 NEM Update	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2.3	Existing and Future Airfield Facilities	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2.4	Land Use Planning and Zoning Inventory/Identification of Noise Sensitive Sites	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2.5	Population/Socioeconomic Data	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2.6	Existing Land Use and Operational Measures	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2.7	Review of Noise Complaint Data	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2.8	Airspace/Air Traffic Control Data as Available	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	
3	Existing and Future Noise Contour Development																
3.1	Operations and Fleet Mix Analysis (Derivatives)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
3.2	Runway Use and Flight Track Analysis	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	
4	Evaluate Non-Compatible Land Use Impacts																
4.1	Existing Noise Exposure Levels (anticipated to be 2020 base year)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
4.2	Future Noise Exposure Levels (anticipated to be 2025 five-year horizon)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	
5	Evaluate Noise Impacts Above DNL 65																
5.1	Quantify Impacted Dwelling Units and Noise Sensitive Institutional Uses Inside	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
5.2	Quantify Impacted Population Inside DNL 65 and Above	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	
6	NEM Documentation																
6.1	Pre-Draft NEM Report	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
6.2	Preliminary Draft NEM Report	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
6.3	Draft NEM Report	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
6.4	Respond to Sponsor, Committee and Agency Review Comments	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
6.5	Final Draft NEM Report	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
6.6	Final NEM Report	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
6.7	NEM Notice of Availability	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	
7	NEM-Related Services																
7.1	Project Management	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
7.2	Project Team Meetings	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
7.3	Quality Assurance and Control	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	
8	Grant Administration																
8.1	TPA Part 150 Grant Support	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
8.2	TPA Part 150 Grant and Project Close Out	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	
	Total Travel Expense	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6	\$ 120	704	\$ 408	0	\$ -	\$ 528	

FEE PROPOSAL
NOISE CONSULTING SERVICES / PART 150 STUDY
 Tampa International Airport

QUEST PRODUCTION EXPENSES

TASK	DESCRIPTION	B/W 8.5x11		Color 8.5x11		B/W 11x17		Color 11x17		Covers/Lamination		Plots		30x40 Boards		CD/DVD		Binding		TOTAL
		Rate	\$ 0.15	Rate	\$ 0.50	Rate	\$ 0.25	Rate	\$ 0.75	Rate	\$ -	Rate	\$ -	Rate	\$ 115.00	Rate	\$ -	Rate	\$ -	
		Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	
1	Stakeholder and Community Outreach																			
1.1	Part 150 Study Project Kick-off Meeting	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
1.2	Project Team/Client Working Meetings	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
1.3	FAA Coordination Calls and Meetings	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
1.4	Other Agency Coordination	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
1.5	Kickoff Public Workshops	400	\$ 60			20	\$ 5	400	\$ 300					30	\$ 3,450					\$ 3,815.00
1.6	Community Noise Forum and Other Meetings	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
1.7	NEM Public Workshop	400	\$ 60	400	\$ 200	20	\$ 5	400	\$ 300					\$ -		\$ -		\$ -		\$ 565.00
1.8	Public Comments and Responses	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		30	\$ 3,450					\$ 3,450.00
1.9	Public Information Materials and Media Information	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	Subtotal	800	\$ 120	400	\$ 200	40	\$ 10	800	\$ 600	0	\$ -	0	\$ -	60	\$ 6,900	0	\$ -	0	\$ -	\$ 7,830
2	Development of Existing Conditions																			
2.1	Study Area Base Mapping	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
2.2	Coordinate Forecast for Use in Part 150 NEM Update	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
2.3	Existing and Future Airfield Facilities	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
2.4	Land Use Planning and Zoning Inventory/Identification of Noise Sensitive Sites	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
2.5	Population/Socioeconomic Data	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
2.6	Existing Land Use and Operational Measures	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
2.7	Review of Noise Complaint Data	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
2.8	Airspace/Air Traffic Control Data as Available	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
3	Existing and Future Noise Contour Development																			
3.1	Operations and Fleet Mix Analysis (Derivatives)	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
3.2	Runway Use and Flight Track Analysis	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
4	Evaluate Non-Compatible Land Use Impacts																			
4.1	Existing Noise Exposure Levels (anticipated to be 2020 base year)	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
4.2	Future Noise Exposure Levels (anticipated to be 2025 five-year horizon)	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
5	Evaluate Noise Impacts Above DNL 65																			
5.1	Quantify Impacted Dwelling Units and Noise Sensitive Institutional Uses Inside	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
5.2	Quantify Impacted Population Inside DNL 65 and Above	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
6	NEM Documentation																			
6.1	Pre-Draft NEM Report	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
6.2	Preliminary Draft NEM Report	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
6.3	Draft NEM Report	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
6.4	Respond to Sponsor, Committee and Agency Review Comments	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
6.5	Final Draft NEM Report	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
6.6	Final NEM Report	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
6.7	NEM Notice of Availability	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
7	NEM-Related Services																			
7.1	Project Management	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
7.2	Project Team Meetings	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
7.3	Quality Assurance and Control	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
8	Grant Administration																			
8.1	TPA Part 150 Grant Support	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
8.2	TPA Part 150 Grant and Project Close Out	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
	Total Production Expense	800	\$ 120	400	\$ 200	40	\$ 10	800	\$ 600	0	\$ -	0	\$ -	60	\$ 6,900	0	\$ -	0	\$ -	\$ 7,830

FEE PROPOSAL
NOISE CONSULTING SERVICES / PART 150 STUDY
 Tampa International Airport

QUEST OTHER DIRECT EXPENSES

TASK	DESCRIPTION	US Mail		Overnight Shipping		Overnight Shipping		Translation Services		Communications		Data Acquisition		Newspaper Ads		Equip Rental/Supplies		Court Reporter		TOTAL	
		Rate	\$	Rate	\$	Rate	\$	Rate	\$	Units	Cost	Units	Cost	Rate	\$2,000	Units	Cost	Units	Cost		
		Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost		
1	Stakeholder and Community Outreach																				
1.1	Part 150 Study Project Kick-off Meeting	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
1.2	Project Team/Client Working Meetings	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
1.3	FAA Coordination Calls and Meetings	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
1.4	Other Agency Coordination	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
1.5	Kickoff Public Workshops	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
1.6	Community Noise Forum and Other Meetings	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	4	8,000	6	300	\$	-	\$	-
1.7	NEM Public Workshop	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
1.8	Public Comments and Responses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	4	8,000	6	300	\$	-	\$	-
1.9	Public Information Materials and Media Information	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 16,000	12	\$ 600	0	\$ -	\$	16,600
2	Development of Existing Conditions																				
2.1	Study Area Base Mapping	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2.2	Coordinate Forecast for Use in Part 150 NEM Update	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2.3	Existing and Future Airfield Facilities	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2.4	Land Use Planning and Zoning Inventory/Identification of Noise Sensitive Sites	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2.5	Population/Socioeconomic Data	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2.6	Existing Land Use and Operational Measures	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2.7	Review of Noise Complaint Data	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2.8	Airspace/Air Traffic Control Data as Available	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$	-
3	Existing and Future Noise Contour Development																				
3.1	Operations and Fleet Mix Analysis (Derivatives)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
3.2	Runway Use and Flight Track Analysis	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$	-
4	Evaluate Non-Compatible Land Use Impacts																				
4.1	Existing Noise Exposure Levels (anticipated to be 2020 base year)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
4.2	Future Noise Exposure Levels (anticipated to be 2025 five-year horizon)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$	-
5	Evaluate Noise Impacts Above DNL 65																				
5.1	Quantify Impacted Dwelling Units and Noise Sensitive Institutional Uses Inside	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
5.2	Quantify Impacted Population Inside DNL 65 and Above	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$	-
6	NEM Documentation																				
6.1	Pre-Draft NEM Report	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
6.2	Preliminary Draft NEM Report	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
6.3	Draft NEM Report	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
6.4	Respond to Sponsor, Committee and Agency Review Comments	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
6.5	Final Draft NEM Report	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
6.6	Final NEM Report	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
6.7	NEM Notice of Availability	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$	-
7	NEM-Related Services																				
7.1	Project Management	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
7.2	Project Team Meetings	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
7.3	Quality Assurance and Control	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$	-
8	Grant Administration																				
8.1	TPA Part 150 Grant Support	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
8.2	TPA Part 150 Grant and Project Close Out	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$	-
	Total Other Direct Expense	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 16,000	12	\$ 600	0	\$ -	\$	16,600

FEE PROPOSAL
NOISE CONSULTING SERVICES / PART 150 STUDY
 Tampa International Airport

RICONDO LABOR AND EXPENSE SUMMARY

Approved Multiplier **3.31**

TASK	DESCRIPTION	Senior VP*		Vice President		Director		Senior Consultant		Consultant		Senior Graphic		Production		Technical Editor		Technical Specialist		Labor Costs			Expenses	Total Fee		
		Rate/hour	\$ 125	Rate/hour	\$ 96	Rate/hour	\$ 73	Rate/hour	\$ 33	Rate/hour	\$ 31	Rate/hour	\$ 29	Rate/hour	\$ 62	Rate/hour	\$ 38	Rate/hour	\$ 35	Hours	Cost	Cost (loaded)				
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Cost (loaded)				
1	Stakeholder and Community Outreach																									
1.1	Part 150 Study Project Kick-off Meeting	3	\$ 375																		3	\$ 375	\$ 1,225	\$ -	\$ 1,125	
1.2	Project Team/Client Working Meetings																				0	\$ -	\$ -	\$ -	\$ -	
1.3	FAA Coordination Calls and Meetings																				0	\$ -	\$ -	\$ -	\$ -	
1.4	Other Agency Coordination																				0	\$ -	\$ -	\$ -	\$ -	
1.5	Kickoff Public Workshops	12	\$ 1,500	9	\$ 861																21	\$ 2,361	\$ 7,350	\$ 1,762	\$ 9,112	
1.6	Community Noise Forum and Other Meetings																				0	\$ -	\$ -	\$ -	\$ -	
1.7	NEM Public Workshop	12	\$ 1,500	16	\$ 1,531							4	\$ 115								32	\$ 3,146	\$ 9,949	\$ 3,543	\$ 13,492	
1.8	Public Comments and Responses																				0	\$ -	\$ -	\$ -	\$ -	
1.9	Public Information Materials and Media Information																				0	\$ -	\$ -	\$ -	\$ -	
	Subtotal	27	\$ 3,375	25	\$ 2,392	0	\$ -	0	\$ -	0	\$ -	4	\$ 115	0	\$ -	0	\$ -	0	\$ -	0	\$ -	56	\$ 5,882	\$ 18,424	\$ 5,305	\$ 23,729
2	Development of Existing Conditions																									
2.1	Study Area Base Mapping																				0	\$ -	\$ -	\$ -	\$ -	
2.2	Coordinate Forecast for Use in Part 150 NEM Update	2	\$ 250	4	\$ 383	56	\$ 4,106	48	\$ 1,569			8	\$ 231	12	\$ 747	6	\$ 227				136	\$ 7,512	\$ 24,788	\$ -	\$ 24,788	
2.3	Existing and Future Airfield Facilities	4	\$ 500			28	\$ 2,053			16	\$ 488	4	\$ 115	8	\$ 498	6	\$ 227				66	\$ 3,882	\$ 12,693	\$ -	\$ 12,693	
2.4	Land Use Planning and Zoning Inventory/Identification of Noise Sensitive Sites																				0	\$ -	\$ -	\$ -	\$ -	
2.5	Population/Socioeconomic Data																				0	\$ -	\$ -	\$ -	\$ -	
2.6	Existing Land Use and Operational Measures																				0	\$ -	\$ -	\$ -	\$ -	
2.7	Review of Noise Complaint Data																				0	\$ -	\$ -	\$ -	\$ -	
2.8	Airspace/Air Traffic Control Data as Available																				0	\$ -	\$ -	\$ -	\$ -	
	Subtotal	6	\$ 750	4	\$ 383	84	\$ 6,159	48	\$ 1,569	16	\$ 488	12	\$ 346	20	\$ 1,245	12	\$ 453	0	\$ -	0	\$ -	202	\$ 11,394	\$ 37,481	\$ -	\$ 37,481
3	Existing and Future Noise Contour Development																									
3.1	Operations and Fleet Mix Analysis (Derivatives)	2	\$ 250	6	\$ 574	68	\$ 4,986	24	\$ 785			8	\$ 231	6	\$ 374	6	\$ 227				120	\$ 7,425	\$ 24,500	\$ -	\$ 24,500	
3.2	Runway Use and Flight Track Analysis																				0	\$ -	\$ -	\$ -	\$ -	
	Subtotal	2	\$ 250	6	\$ 574	68	\$ 4,986	24	\$ 785	0	\$ -	8	\$ 231	6	\$ 374	6	\$ 227	0	\$ -	0	\$ -	120	\$ 7,425	\$ 24,500	\$ -	\$ 24,500
4	Evaluate Non-Compatible Land Use Impacts																									
4.1	Existing Noise Exposure Levels (anticipated to be 2020 base year)																				0	\$ -	\$ -	\$ -	\$ -	
4.2	Future Noise Exposure Levels (anticipated to be 2025 five-year horizon)																				0	\$ -	\$ -	\$ -	\$ -	
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	
5	Evaluate Noise Impacts Above DNL 65																									
5.1	Quantify Impacted Dwelling Units and Noise Sensitive Institutional Uses Inside																				0	\$ -	\$ -	\$ -	\$ -	
5.2	Quantify Impacted Population Inside DNL 65 and Above																				0	\$ -	\$ -	\$ -	\$ -	
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	
6	NEM Documentation																									
6.1	Pre-Draft NEM Report																				0	\$ -	\$ -	\$ -	\$ -	
6.2	Preliminary Draft NEM Report																				0	\$ -	\$ -	\$ -	\$ -	
6.3	Draft NEM Report																				0	\$ -	\$ -	\$ -	\$ -	
6.4	Respond to Sponsor, Committee and Agency Review Comments																				0	\$ -	\$ -	\$ -	\$ -	
6.5	Final Draft NEM Report																				0	\$ -	\$ -	\$ -	\$ -	
6.6	Final NEM Report																				0	\$ -	\$ -	\$ -	\$ -	
6.7	NEM Notice of Availability																				0	\$ -	\$ -	\$ -	\$ -	
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	
7	NEM-Related Services																									
7.1	Project Management																				0	\$ -	\$ -	\$ -	\$ -	
7.2	Project Team Meetings																				0	\$ -	\$ -	\$ -	\$ -	
7.3	Quality Assurance and Control																				0	\$ -	\$ -	\$ -	\$ -	
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	
8	Grant Administration																									
8.1	TPA Part 150 Grant Support																				0	\$ -	\$ -	\$ -	\$ -	
8.2	TPA Part 150 Grant and Project Close Out																				0	\$ -	\$ -	\$ -	\$ -	
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	
Total Labor and Expenses		35	\$ 4,375	35	\$ 3,348	152	\$ 11,144	72	\$ 2,354	16	\$ 488	24	\$ 692	26	\$ 1,619	18	\$ 680	0	\$ -	0	\$ -	378	\$ 24,701	\$ 80,405	\$ 5,305	\$ 85,710

FEE PROPOSAL
NOISE CONSULTING SERVICES / PART 150 STUDY
 Tampa International Airport

RICONDO TRAVEL EXPENSES

TASK	DESCRIPTION	Airfare		Rental Car		Lodging		Daily Meals		Parking		Vehicular Travel		Other Travel		TOTAL
		Rate	\$ 350.00	Rate	\$ 75.00	Rate	\$ 300.00	Rate	\$ 35.00	Rate	\$ 18.00	Rate	\$ -	Rate	\$ -	
		Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	
1	Stakeholder and Community Outreach															
1.1	Part 150 Study Project Kick-off Meeting	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
1.2	Project Team/Client Working Meetings	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
1.3	FAA Coordination Calls and Meetings	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
1.4	Other Agency Coordination	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
1.5	Kickoff Public Workshops	1	\$ 350	4	\$ 300	3	\$ 900	4	\$ 140	4	\$ 72		\$ -		\$ -	\$ 1,762
1.6	Community Noise Forum and Other Meetings	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
1.7	NEM Public Workshop	2.5	\$ 875	4	\$ 300	6	\$ 1,800	8	\$ 280	16	\$ 288		\$ -		\$ -	\$ 3,543
1.8	Public Comments and Responses	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
1.9	Public Information Materials and Media Information	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	Subtotal	4	\$ 1,225	8	\$ 600	9	\$ 2,700	12	\$ 420	20	\$ 360	0	\$ -	0	\$ -	\$ 5,305
2	Development of Existing Conditions															
2.1	Study Area Base Mapping	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
2.2	Coordinate Forecast for Use in Part 150 NEM Update	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
2.3	Existing and Future Airfield Facilities	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
2.4	Land Use Planning and Zoning Inventory/Identification of Noise Sensitive Sites	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
2.5	Population/Socioeconomic Data	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
2.6	Existing Land Use and Operational Measures	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
2.7	Review of Noise Complaint Data	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
2.8	Airspace/Air Traffic Control Data as Available	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
3	Existing and Future Noise Contour Development															
3.1	Operations and Fleet Mix Analysis (Derivatives)	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
3.2	Runway Use and Flight Track Analysis	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
4	Evaluate Non-Compatible Land Use Impacts															
4.1	Existing Noise Exposure Levels (anticipated to be 2020 base year)	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
4.2	Future Noise Exposure Levels (anticipated to be 2025 five-year horizon)	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
5	Evaluate Noise Impacts Above DNL 65															
5.1	Quantify Impacted Dwelling Units and Noise Sensitive Institutional Uses Inside	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
5.2	Quantify Impacted Population Inside DNL 65 and Above	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
6	NEM Documentation															
6.1	Pre-Draft NEM Report	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
6.2	Preliminary Draft NEM Report	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
6.3	Draft NEM Report	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
6.4	Respond to Sponsor, Committee and Agency Review Comments	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
6.5	Final Draft NEM Report	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
6.6	Final NEM Report	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
6.7	NEM Notice of Availability	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
7	NEM-Related Services															
7.1	Project Management	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
7.2	Project Team Meetings	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
7.3	Quality Assurance and Control	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
8	Grant Administration															
8.1	TPA Part 150 Grant Support	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
8.2	TPA Part 150 Grant and Project Close Out	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
Total Travel Expense		4	\$ 1,225	8	\$ 600	9	\$ 2,700	12	\$ 420	20	\$ 360	0	\$ -	0	\$ -	\$ 5,305

ATTACHMENT 2 - CONTRACT CLAUSES AIRPORT IMPROVEMENT PROGRAM

GENERAL REQUIREMENT FOR CONTRACTS.

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

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

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

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

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

- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Consultant's aggregate workforce in each trade on all construction work in the covered area, are as follows:
 - 1. Timetables
 - 2. Goals for minority participation for each trade (Vol. 45 Federal Register pg. 65984 10/3/80)
 - 3. Goals for female participation in each trade (6.9%)

These goals are applicable to all of the Consultant's construction work (whether or not it is Federal

or federally-assisted) performed in the covered area. If the Consultant 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 Consultant is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

The Consultant's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the Contract, and in each trade, and the Consultant 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 Consultant's goals, shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- C. The Consultant shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subconsultant; employer identification number of the subconsultant; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.
- D. As used in this notice and in the Contract resulting from this solicitation, the "covered area" is Hillsborough County, Florida.

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

Any violation or breach of terms of this Contract on the part of the Consultant or its subconsultants may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

4.0 BUY AMERICAN PREFERENCE - 49 USC § 50101

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

A bidder or offeror must submit the appropriate Buy America certification (Section 00419 – Buy American Certification) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- A. For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- B. For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

5.0 CIVIL RIGHTS – GENERAL - 49 USC § 47123

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

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

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

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

6.0 CIVIL RIGHTS – TITLE VI ASSURANCES

- A. Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Consultant, for itself, its assignees, and

successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations: The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. Non-discrimination: The Consultant, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Owner or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this Contract, the Owner will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under the Contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Consultant 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 Consultant will take action with respect to any subcontract or procurement as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Owner to enter into any litigation to protect the interests of the Owner. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Authorities

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

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

7.0 CLEAN AIR AND WATER. POLLUTION CONTROL - 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G)

Consultants and subconsultants agree:

- A. That any facility to be used in the performance of the Contract or subcontract or to benefit from the Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- B. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- C. That, as a condition for the award of this Contract, the Consultant or subconsultant will notify the awarding official of the receipt of any communication from the EPA indicating

that a facility to be used for the performance of or benefit from the Contract is under consideration to be listed on the EPA List of Violating Facilities; and

- D. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

8.0 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

- A. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph A. above, any Consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subconsultant shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A. above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A. above.

- C. Withholding for Unpaid Wages and Liquidated Damages.

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

- D. Subconsultants.

The Consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraphs A. through D. and also a clause requiring the subconsultant to include these

clauses in any lower tier subcontracts. The Consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs A. through D. of this section.

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

The United States Department of Labor Wage and Hours Division oversees the Copeland "Anti-Kickback" Act requirements. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland "Anti-Kickback" Act requirements required to be inserted in solicitations, contracts or subcontracts.

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

A. Minimum Wages

1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Consultant and such laborers and mechanics.
 - a. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Consultant and its

subconsultants at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

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

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

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

3. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Consultant shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
4. If the Consultant does not make payments to a trustee or other third person, the Consultant 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 Consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

B. Withholding.

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

C. Payrolls and basic records.

1. Payrolls and basic records relating thereto shall be maintained by the Consultant 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 Consultant shall maintain records which show

that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. a. The Consultant 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 Consultant will submit the payrolls to the Owner for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The Consultant is responsible for the submission of copies of payrolls by all subconsultants. Contractors and subconsultants shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the Contract, but if the agency is not such a party, the Consultant will submit them to the applicant, Owner, or owner, as the case may be, for transmission to the Federal Aviation Administration, the Consultant, 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 Consultant to require a subconsultant to provide addresses and social security numbers to the Consultant 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 Consultant or subconsultant or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
 - i. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that

such information is correct and complete;

- ii. That each laborer and mechanic (including each helper, apprentice and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3; and
 - iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (C)(2)(b) of this section.
 - d. The falsification of any of the above certifications may subject the Consultant or subconsultant to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
3. The Consultant or subconsultant shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Owner, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Consultant or subconsultant fails to submit the required records or to make them available, the Federal agency may, after written notice to the Consultant, Owner, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

D. Apprentices and Trainees.

1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of

Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Consultant 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 Consultant's or subconsultant's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Consultant will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate

that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Consultant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

E. Compliance with Copeland Act Requirements.

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

F. Subcontracts.

The Consultant or subconsultant shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all the contract clauses in 29 CFR Part 5.5.

G. Contract Termination: Debarment.

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

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

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

I. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in

accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the Consultant (or any of its subconsultants) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

J. Certification of Eligibility.

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

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

A. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

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

B. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

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

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

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

12.0 DISADVANTAGED BUSINESS ENTERPRISE - 49 CFR part 26

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

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

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

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

During the performance of this Contract, the Consultant agrees as follows:

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

behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- C. The Consultant 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 Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Consultant'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 Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Consultant will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

15.0 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

A. As used in these specifications:

1. "Covered area" means the geographical area described in the solicitation from

which this Contract resulted;

2. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 3. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 4. "Minority" includes:
 - a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - c. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - d. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - e. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- B. Whenever the Consultant, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.
- C. If the Consultant 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. Consultants shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Consultant or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Consultants or subconsultants toward a goal in an approved Plan does not excuse any covered contractor's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.

- D. The Consultant shall implement the specific affirmative action standards provided in paragraphs G.1 through G.16 of these specifications below. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Consultant 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 Consultant is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Consultant has a collective bargaining agreement to refer either minorities or women shall excuse the Consultant's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
- F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Consultant during the training period and the Consultant shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The Consultant shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Consultant's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Consultant shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Consultant's employees are assigned to work. The Consultant, where possible, will assign two or more women to each construction project. The Consultant shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Consultant's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Consultant or its unions have employment opportunities available, and maintain a record of the organizations' responses.

3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Consultant by the union or, if referred, not employed by the Consultant, this shall be documented in the file with the reason therefore along with whatever additional actions the Consultant may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Consultant has a collective bargaining agreement has not referred to the Consultant a minority person or female sent by the Consultant, or when the Consultant has other information that the union referral process has impeded the Consultant's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Consultant's employment needs, especially those programs funded or approved by the Department of Labor. The Consultant shall provide notice of these programs to the sources compiled under G.1 above.
6. Disseminate the Consultant's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Consultant in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Consultant'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 Consultant's EEO policy with other Consultants and subconsultants with whom the Consultant does or

anticipates doing business.

9. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Consultant'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 Consultant shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Consultant's workforce.
 11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Consultant's obligations under these specifications are being carried out.
 14. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 16. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Consultant's EEO policies and affirmative action obligations.
- H. Consultants are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (G.1 through G.16). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Consultant is a member and participant, may be asserted as fulfilling any one or more of its obligations under G.1 through G.16 of these specifications provided

that the Consultant 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 Consultant'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 Consultant. The obligation to comply, however, is the Consultant's and failure of such a group to fulfill an obligation shall not be a defense for the Consultant's noncompliance.

- I. A single goal for minorities and a separate single goal for women have been established. The Consultant, 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 Consultant has achieved its goals for women generally,) the Consultant may be in violation of the Executive Order if a specific minority group of women is underutilized.
- J. The Consultant shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- K. The Consultant shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- L. The Consultant 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 Consultant who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- M. The Consultant, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Consultant fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- N. The Consultant shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated

trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

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

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text: Federal Fair Labor Standards Act (29 USC 201), U.S. Department of Labor –Wage and Hour Division

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

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

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18.0 NONSEGREGATED FACILITIES REQUIREMENT - 41 CFR § 60-1.8

A. Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subconsultants for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

B. Notice to Prospective Subconsultants of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subconsultants for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

C. CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction Consultant certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction Consultant certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction Consultant agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work

areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction Consultant agrees that (except where she or he has obtained identical certifications from proposed subconsultants for specific time periods) she or he will obtain identical certifications from proposed subconsultants prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

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

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text: Occupational Safety and Health Act of 1970 (20 CFR Part 1910), U.S. Department of Labor – Occupational Safety and Health Administration. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

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

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

21.0 CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

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

Note

If Consultant responds in the affirmative to either of the above representations, the Consultant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Consultant therefore must provide information to the Owner about its tax liability or conviction to the Owner, who will then notify Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on June 19, 2018 Page 63 the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

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

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

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

- A. The Owner may, by written notice, terminate this Contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the Contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in progress, delivered to the Owner.
- B. If the termination is for the convenience of the Owner, an equitable adjustment in the Contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- C. If the termination is due to failure to fulfill the Consultant's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant is liable to the Owner for any additional cost occasioned to the Owner thereby.
- D. If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Consultant had not so failed, the termination will be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the Contract price will be made as provided in paragraph 2 of this clause.

- E. The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

23.0 TRADE RESTRICTION - 49 CFR part 30

- A. The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:
 - 1. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
 - 2. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and
 - 3. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
- B. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Owner cancellation of the Contract at no cost to the Government.
- C. Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.
- D. The Consultant shall provide immediate written notice to the Owner if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.
- E. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the Contract or subcontract for default at no cost to the Government.
- F. Nothing contained in the foregoing shall be construed to require establishment of a system

of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Consultant must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Consultant must include these policies in each third party subcontract involved on this project.

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

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

26.0 TRAFFICKING IN PERSONS

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

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

- B. In addition to all other remedies for noncompliance that are available to the FAA, Section

106(g) of the Trafficking Victims Protections Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity:

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

27.0 CONSISTENCY WITH LOCAL PLANS

- A. Consultant agrees that the Projects are reasonably consistent with plans (existing at the time of the design) of public agencies that are authorized by governing authorities to plan for the development of the area surrounding the airport.

28.0 CONSIDERATION OF LOCAL INTEREST

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

29.0 CONSULTATION WITH USERS

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

30.0 PUBLIC HEARINGS

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

31.0 METROPOLITAN PLANNING ORGANIZATION

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

layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

32.0 PAVEMENT PREVENTATIVE MAINTENANCE

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

33.0 TERMINAL DEVELOPMENT PREREQUISITES

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

34.0 ACCOUNTING SYSTEM, AUDIT, AND RECORD KEEPING REQUIREMENTS

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

35.0 CONSTRUCTION INSPECTION AND APPROVAL

- A. Consultant will provide and maintain competent technical supervision at the construction

site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary of the Department of Transportation for the project. Such works shall be subject to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary of the Department of Transportation. Consultant agrees to facilitate such cost and progress reporting of such project as the Secretary shall deem necessary.

36.0 PLANNING PROJECTS

In carrying out planning projects, Consultant:

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

37.0 OPERATION AND MAINTENANCE

- A. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. Consultant will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably design for the maintenance of the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary of the Department of Transportation. In furtherance, the Consultant will perform its services so as to assist the

Authority to:

- a. Promptly mark and light hazards resulting from airport conditions, including temporary conditions; and
 - b. Promptly notify airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- B. Consultant will assist the Authority to suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

38.0 HAZARD REMOVAL AND MITIGATION

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

END OF SECTION



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

E-Verify Certification

Solicitation No. 19-411-017

Noise Consulting Services

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

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

Company: _____ FID or EIN No.: _____

Address: _____ City/State/Zip: _____

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

Signature Title

Printed Name Date

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

INSURANCE REQUIREMENTS

Consultant agrees to provide its full limits for every policy specified herein, without restriction or reduction, and shall require the same of all of its contractors, subcontractors, consultants, and subconsultants at each tier. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy, the Consultant agrees to remain responsible and obligated to make the Authority whole as if the Consultant and all of its contractors, subcontractors, consultants, and subconsultants at each tier fully met the insurance requirements of the contract. Every policy shall be maintained without interruption or amendment throughout the life of this Contract and for any period of extension described herein. In the event the Consultant becomes in default of any requirements the Owner reserves the right to take whatever actions deemed necessary to protect its interests. The Consultant shall require every policy, other than Workers' Compensation, Employer's Liability and Professional Liability, to be endorsed to include the Owner, members of the Owner's governing body, and the Owner's officers, volunteers, agents, volunteers and its employees as well as the State of Florida, Department of Transportation, including the Department's officers and its employees as additional insureds. There shall be no language in any policy, endorsement, or exclusion that reduces or limits recovery to any amount less than the full policy limits. The Consultant will submit evidence that it and all subcontractors, consultants, and subconsultants at each tier has complied with this provision to the Owner before any work or service commences under this contract. Such evidence shall describe the full policy limits along with any deductible, retentions, attachment point, and any deviation from a fully insured program.

Workers' Compensation/Employer's Liability

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

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

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

Commercial General Liability

The Consultant will maintain and ensure that all contractors, subcontractors, consultants, and subconsultants at each tier has Commercial General Liability insurance providing continuous coverage for all liability resulting out of, or in connection with, any ongoing operations performed by, including the use or occupancy of Owner premises, or on behalf of the Consultant under this Contract. The insurance required under this contract shall be the full policy limits without reduction or limitation.

The limits of coverage required shall apply fully to the work or operations performed under this Contract and may not be shared with or diminished by claims unrelated to this Contract. The coverage cannot

INSURANCE REQUIREMENTS

contain any deductible, retention or self-insurance without prior approval of the Owner and must clearly identify any such deductible, retention or other than a fully insured plan. Any deductible, retention, or self-insurance will be the responsibility of and paid by the First Named Insured and not by the Owner.

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

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

Products and Completed operations coverage will be maintained for a period of five years from the date of termination of this Contract.

Business Auto Liability

The Consultant agrees to provide its full policy limits for commercial auto coverage, without restriction or reduction, on all owned, hired and non-owned vehicles and shall require the same of all contractors, subcontractors, consultants, and subconsultants at each tier. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The Consultant shall not allow its coverage or that of any of its contractors, subcontractors, consultants, or subconsultants at each tier to drop below or become encumbered below the following minimum limits of insurance:

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

The Consultant agrees to provide its full policy limits for its professional liability exposures, without restriction or reduction, and shall require the same of all contractors, subcontractors, consultants, and subconsultants at each tier that provide professional services, work, or advice as it relates to this agreement. Such insurance will be maintained by the Consultant and by all other required contractors, subcontractors, consultants, and subconsultants at each tier without interruption or amendment throughout the life of this Contract and for a period of five years following termination of the Contract. Any deductible, retention or self-insured amount must be approved in writing by the Owner. All policies shall be endorsed to include contractual liability. Coverage will include all work of the Consultant, and all contractors, subcontractors, consultants, and subconsultants at each tier that provide professional services, work, or advice as it relates to this agreement, including but not limited to areas with possible environmental impact, without any exclusions unless approved in writing by the Owner. The Consultant shall not allow its coverage or that of any of its contractors, subcontractors, consultants, or

INSURANCE REQUIREMENTS

subconsultants at each tier required to have this coverage to drop below or become encumbered below the following minimum limits of insurance:

Each Occurrence	\$2,000,000
Annual Aggregate	\$2,000,000

Environmental Impairment (Pollution) Liability

N/A

Utility and Railroad Protective Liability

When work performed under this Contract is on or in the vicinity of utility-owned property or facilities the utility shall also be listed as an additional insured along with the Owner and State of Florida, Department of Transportation in the manner as described herein.

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

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

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

CONTRACTUAL INSURANCE TERMS AND CONDITIONS

This Section incorporates the Owner's Standard Procedure S250.66 and establishes the insurance terms and conditions associated with contractual insurance requirements. This Section is applicable to all Consultants with Authority contracts including every contractor, subcontractor, consultant, and subconsultant at each tier. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the Owner.

INSURANCE COVERAGE:

A. Procurement of Coverage:

With respect to each of the required coverages, the Consultant will, at the Consultant's expense, procure, maintain and keep in force in no lesser amount and type of insurance conforming to the

INSURANCE REQUIREMENTS

minimum requirements set forth in the Contract. The Consultant shall further require that all contractors, subcontractors, consultants, and subcontractors at each tier satisfy and meet the all requirements of this Contract and Owner's Standard Procedure S250.66. All Coverage will be provided by insurance companies eligible to do business in the State of Florida and having an AM best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies, companies with AM Best ratings lower than A- or a financial size category lower than VII must be submitted for approval prior to use. Such insurance will be no more restrictive than is required by this Contract. The Owner retains the right to approve or disapprove the use of the any insurer, policy, risk-transfer or assumption program but in all cases the coverage, policy, or program should not be more restrictive than the latest edition of the Form filed for use in the State of Florida by the Insurance Services Office (ISO), without restrictive endorsements.

B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the Contract and will be maintained in force throughout the duration of the Contract and for any period of extension described herein. If a policy is written on a claims-made form, the retroactive date must be shown and this date must be before the earlier of the date of the execution of the Contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless a longer period of time is otherwise stated in the Contract.

C. Reduction of Aggregate Limits:

If the general or aggregate limit for any policy is exhausted, the Consultant and all of its contractors, subcontractors, consultants, and subconsultants at each tier will immediately take all possible steps to have it fully reinstated. The Commercial General Liability policies and any other policy that can be so endorsed shall include a per policy endorsement providing that the limits of such insurance specified in the Contract shall apply solely to the work under the Contract without erosion of such limits by other claims or occurrences.

1. Cancellation Notice

Each insurance policy will be specifically endorsed to require the insurer to provide the Owner written notice within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The endorsement will specify that such notice will be sent to:

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

D. No waiver by approval/disapproval:

INSURANCE REQUIREMENTS

The Owner accepts no responsibility for determining whether the Consultant or any contractor, subcontractor, consultant, or subconsultant at each tier is in full compliance with the insurance and coverage required by this Contract. The Owner's or State of Florida, Department of Transportation's approval or failure to disapprove any policy, coverage, or ACORD Certificate does not relieve or excuse any obligation to procure and maintain the insurance required herein, nor does it serve as a waiver of any rights or defenses the Owner or Department may have. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy, the Consultant agrees to remain responsible and obligated to make the Authority whole as if the Consultant and all of its contractors, subcontractors, consultants, and subconsultants at each tier fully met the insurance requirements of the contract.

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverage and Required Limits of Insurance

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

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

The Consultant is responsible for verifying and monitoring the insurance coverage and policies of all contractors, subcontractors, consultants, and subconsultants at each tier to ensure compliance during the entire Contract and for any period of coverage extension described herein. Any circumstances that merit a change in such coverage or the minimum limits of insurance required or the requirements become commercially practicable for any contractor, subcontractor, consultant, or subconsultant at each tier then the Consultant will address those in the same manner as described above.

F. Proof of Insurance – Insurance Certificate:

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

INSURANCE REQUIREMENTS

The Consultant, its contractors, subcontractors, consultants, and subconsultants at each tier will not use or occupy Owner's premises in connection with the Contract until the required insurance is in force, preliminary evidence of insurance acceptable to the Owner has been provided to the Owner and the Owner has granted permission to the Consultant to commence work or use or occupy the premises in connection with the Contract. The Consultant will certify that it is in compliance to Owner and will verify that all contractors, subcontractors, consultants, and subconsultants at each tier are and remain in compliance.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the Contract, the Consultant will furnish the Owner with an ACORD Certificate of Liability Insurance reflecting the required coverage described herein and it shall be provided prior to the execution of the Contract, and prior to all renewal periods which occur before final acceptance of the work. Written notice must be provided to the Owner, State of Florida, Department of Transportation, and all other additional Insureds required by this Contract within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein.

The ACORD Certificate of Liability Insurance must:

- a. Be signed by an authorized representative of the insurer. Consultant shall furnish the entity with endorsements effecting coverage as required by this Article. The endorsements are to be signed by a person authorized by insurer to bind the coverage on its behalf. If requested by the Owner, the Consultant will, within 30 days after receipt of written request from the Owner, provide the Owner, or make available for review, a certified complete copy of the policies of insurance. The Consultant may redact those portions of the insurance policies that are not relevant to the coverage required by the Contract. The Consultant will provide the Owner with renewal or replacement evidence of insurance, acceptable to the Owner, prior to expiration or termination of such insurance.
- b. State that: "Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, and its employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees are additional insureds for the coverages required by all policies as described above other than workers compensation and professional liability."
- c. the insurers for all policies have waived their subrogation rights against the Owner, the State of Florida, Department of Transportation, and name any railroads and utilities as described in the Contract;
- b. Indicate that the certificate has been issued in connection with the Contract;
- c. Indicate the amount of any deductible or self-insured retention applicable to all coverages;

INSURANCE REQUIREMENTS

- d. Identify the name and address of the additional insured as:

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

- e. Be signed and dated using approved methods by an individual who is an authorized representative of each insurer whose insurance is the subject of the certificate and who is authorized by each such insurer to issue the certificate of insurance as modified. Facsimile signatures are acceptable.

The Owner's or State of Florida, Department of Transportation's approval or failure to disapprove any policy, coverage, form, or ACORD Certificate does not relieve or excuse any obligation to procure and maintain the insurance required herein, nor does it serve as a waiver of any rights or defenses the Owner or Department may have. This provision shall apply to the Consultant and to every contractor, subcontractor, consultant, and subconsultant at each tier.

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

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

1. All deductibles, as well as all self-insured retentions or any scheme, to include the use of a captive, trust, pooled program, parametric, investment-linked insurance, or any other than a fully insured program must be approved by the Owner. The Consultant agrees to provide all documentation necessary for the Owner to review the deductible, self-insurance, or alternative program.
2. The Consultant will pay on behalf of the Owner, any member of the Owner's governing body, or any officer or employee of the Owner, any deductible, self-insured retention (SIR), or difference from a fully insured program which, with respect to the required insurance, is applicable to any claim by or against the Owner, any member of the Owner's governing body, or any officer or employee of the Owner.
3. The agreement by the Owner to allow the use of a deductible, self-insurance program, or alternative program will be subject to periodic review by Owner. If, at any time, the Owner deems that the continued use of a deductible, self-insurance, or alternative program by the Consultant should not be permitted, the Owner may, upon 60 days written notice to the Consultant, require the Consultant to replace or modify the deductible, self-insurance, or alternative program in a manner satisfactory to the Owner.

INSURANCE REQUIREMENTS

4. Any deductible amount, self-insurance, or alternative program's retention will be included and clearly described on the certificate prior to any approval by the Owner. This is to include fully insured programs as to a zero deductible per the policy. Owner reserves the right to deny any certificate not in compliance with this requirement.

H. Consultant's Insurance Primary:

The insurance required by this Contract will apply on a primary and noncontributory basis. The Consultant will ensure that it and all contractors, subcontractors, consultants, and subconsultants at each tier are and remain in compliance with this provision. Any insurance maintained by the Owner will be excess and will not contribute to the insurance provided by or on behalf of the Consultant.

I. Applicable Law:

With respect to any contract entered into by the Owner with a value exceeding \$10,000,000, if any required policy or program is: (i) issued to a policyholder outside of Florida or (ii) contains a "choice of law" or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy or program must be endorsed so that Florida law (including but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy or program in connection with claims arising out of work performed pursuant to the Contract. The Consultant will ensure that all contractors, subcontractors, consultants, and subconsultants at each tier are contractually bound and remain in compliance with this provision.

J. Waiver of Subrogation:

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

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

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

1. Owner's Right to Procure Replacement Insurance

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

INSURANCE REQUIREMENTS

2. Replacement Coverage at Sole Expense of Consultant

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

a. Consultant to Remain Fully Liable

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

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

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