

TASK ORDER NUMBER 52

This Task Order No. 52 is an amendment to, and made a part hereof, the Consulting Agreement for Engineering Services Related to the Expansion of the Commercial Apron at the Gainesville Regional Airport, between Gainesville-Alachua County Regional Airport Authority (Owner) and AECOM Technical Services, Inc. Task Order No. 52 consists of Exhibit "A" Scope of Services, Exhibit "B" Cost Proposal, including the sub-consulting agreement with Cal-Tech Testing, Inc, Exhibit "C" FDOT Prequalification Letter, including Audited Overhead Rate, and Exhibit "D" Federal Contract Provisions for A/E Agreements.

A. SCOPE OF SERVICES

I. Project Description

The **OWNER** hereby retains **AECOM** to furnish Construction Phase services consisting of Construction Administration, full time Resident Project Representative, and Quality Assurance Testing for:

- Gainesville Regional Airport, **Commercial Apron Expansion**

The above-described improvements are hereinafter called the **PROJECT**.

The **PROJECT** scope includes construction of the Commercial Apron Expansion including related site/civil work, apron expansion, apron edge taxilane and vehicle service road paving, marking, taxilane edge lighting, airfield guidance signs, marking, high mast lighting, and drainage modifications.

II. Services by Engineer

The services that **AECOM** shall furnish to the **OWNER** under this Agreement shall include those defined below.

A. Construction Phase Services

1. Represent the **CLIENT** in the Pre-Construction Conference.
2. Provide general consultation and advice to the **CLIENT** with respect to the Construction of the **PROJECT**.
3. Perform weekly inspections of the **PROJECT**, in conjunction with weekly Progress Meetings, by the Project Manager or Engineer of Record or their qualified representative while construction is in progress to observe the progress, workmanship and quality of material for conformity with the plans, specifications and construction schedule and provide appropriate reports to the **CLIENT**.

4. **AECOM** staff shall make periodic visits, not in conjunction with Progress Meetings, to the site at intervals appropriate to the various stages of construction as **AECOM** deems necessary to observe as an experienced and qualified design professional the progress of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, **AECOM** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and **AECOM** shall keep the **CLIENT** informed of the progress of the work. Team members making site visits shall include the PM, Civil Engineer of Record (EOR), Drainage EOR, and Electrical EOR will make site visits during construction. For estimating purposes, a total of 6 periodic site visits are included for all team members is assumed.
5. Assist the **CLIENT** in preparation and submission of various reports required by FAA Grant terms and conditions, including the Construction Management Plan required by the FAA.
6. Provide the services of a qualified inspector to perform full-time Resident Project Representative (RPR) services and observations of the performance of the work of the contractor for 23 weeks during the construction of the **PROJECT**. A description of the extent of full-time RPR services is more fully described as follows:
 - a. Check samples, catalog data, shop and mill tests of equipment and materials, and other data which the Contractor is required to submit, for general conformance and compliance with the information given in the Contract Documents.
 - b. Review the construction schedule prepared and updated by the contractor for compliance with the contract and give advice to the Owner concerning its acceptability.
 - c. Attend the pre-construction conference with the Owner, Contractor, and necessary representatives of the FAA.
 - d. Attend weekly progress meetings and other job meetings as required by the project and approved by the Owner.
 - e. Serve as the Owner's liaison with the Contractor, working principally through the Contractor's project manager and/or field superintendent.
 - f. Assist the Owner in coordination with various stakeholders for activities that will affect day-to-day airport and tenant operations.
 - g. Cooperate with the Contractor on the Owner's behalf in dealings with the various local agencies having jurisdiction over the Project in order to complete permits and service connections to public utilities and facilities, if applicable.
 - h. Obtain field samples of materials delivered to the site, as required.
 - i. Receive and retain submittals between the Contractor and the Engineer for construction observation purposes.
 - j. Alert the Contractor's field superintendent and the Engineer when materials or equipment are being installed before approval of shop drawings or samples are submitted.
 - k. Conduct on-site observations of the work-in-progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
 - l. Receive and retain Contractor's Requests for Information (RFI's) to the Engineer of Record and review the Engineer's responses for construction observation purposes.

- m. Receive and retain project bulletins, letters and project change orders as may be required. Evaluate the proposed cost of said change orders and make recommendations to the Owner.
 - n. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project and record the outcome of these inspections.
 - o. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, daily activities, decisions made, observations in general, and specific observations in more detail as in the case of test procedures.
 - p. Maintain daily reports with project photos and monitor quantities for the project.
 - q. Maintain a set of red-lined drawings on which authorized changes are noted.
 - r. Furnish the Owner periodic reports as required of progress of the Project and the Contractor's compliance with the approved construction schedule.
 - s. Advise the Owner in advance of scheduled major tests or start of important phases of the Project.
 - t. Review applications for payment and certified payrolls with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Owner, noting particularly their relation to the work completed and materials and equipment delivered at the site.
 - u. Participate in the final inspection for the project. Document all punch list items and provide follow-up coordination to help ensure that all punch list items are completed within 30 calendar days.
 - v. Upon completion of the project, prepare and submit to the Owner for project closeout, supporting documentation for FAA grant closure including the following: Certified Payrolls, Daily Reports, Punch-List Items, and Test Reports.
7. Review and approve, if acceptable, for compliance with the design concept of the **PROJECT** and compliance with the information given in the construction contract documents, all detailed construction shop and erection drawings and materials samples submitted by the Contractor(s). As part of the submittals review, AECOM will check each for Buy American compliance.
 8. Retain the services of a qualified subconsultant to perform Quality Assurance (QA) testing of materials as may be necessary for the proper construction of the project. Review reports of field inspections and testing activities performed by the contractor, testing laboratory or others. Details of the QA testing work are contained in Exhibit B.
 9. Prepare routine change orders or routine supplemental agreements as may become necessary during construction of the work, it being understood that change orders or supplemental agreements involving major changes or revisions to plans, specifications or construction operations will be performed in accordance with "Additional Services", described herein.
 10. Review and recommend for approval, monthly and final progress payments to the contractor, change orders, supplemental agreements and time extensions.

11. Perform substantial completion inspections for each phase of the work and a final inspection with representatives of the **CLIENT**, Contractor, and appropriate governmental agencies of the completed **PROJECT**.
12. Provide project closeout documentation and record drawings based on the observations of the engineer, the inspector, and the contractor's marked up drawings. Provide Client with an Engineer's Certification of Completion, Engineer's Certification of Certified Payrolls, and a Project Summary.

As part of a grant closeout package, **AECOM** will prepare, with input from the **CLIENT**, a Final Construction Report in accordance with FAA grant closeout requirements. This Report shall consist of the following elements and appendices:

Part A – Project Overview

1. Work Accomplished
2. Project Photographs
3. Summary of Key Dates
4. Construction Contract Time
5. QA Materials Testing Summary
6. Final Inspection and Punch List

Part B – Project Costs

7. Administrative Costs
8. Preliminary Costs
9. Architectural/Engineering Basic Fees
10. Project Inspection Fees
11. Sponsor Force Account
12. Construction Costs
13. Miscellaneous Costs
14. FAA Ineligible Costs

Part C – Compliance and Certification

15. Buy American Provisions
16. DBE Provisions
17. Labor Provisions
18. Environmental Requirements

Appendix A

- Summary of Key Dates
- Summary of Contract Time and Liquidated Damages
- Project Photographs
- Final Inspection Report/Walk Through Minutes
- Punch List Items Tracking/Completion Document
- Engineer's Statement of Completion Document

Appendix B

- Final Project Costs Summary
- Statement of Distribution of Project Costs
- Invoices for Administrative Costs
- Invoices for Preliminary Costs

Final Invoice for Design/Bidding
Final Invoice for Construction Admin/Observation, QA Materials Testing
Sponsor Force Account Documentation
Executed Construction Change Orders
Executed Contractor's Final Payment Application/Request

Appendix C

Shop Drawings Submittals Log (includes Buy American Compliance)
DBE Participation Summary
DBE Subcontractor(s) "Receipt of Final Payment" Statement
Contractor Lien Waivers/Release

B. Special Services

If authorized in writing by the **OWNER**, **AECOM** will furnish or obtain from specialty consultants the following special services in connection with the **PROJECT**. These services will be provided at an additional cost as agreed to by the **OWNER** on an hourly, not-to-exceed, or per-dem basis, or otherwise as appropriate and approved by the **OWNER**.

1. Prepare necessary permit applications with supporting drawings, figures and attachments except as noted in Item 5.G above.
2. Make major revisions to completed or partially completed design plans and specifications to incorporate changes made to the scope of work after approval of said element of the **PROJECT** by reviewing agencies provided that these revisions are not attributable to any errors or omissions of **AECOM**.
3. Prepare construction contract change orders or supplemental agreements involving major changes or revisions of the completed construction plans, specifications or to construction operations which are not attributable to any error or omissions on the part of **AECOM**.
4. Prepare to serve as a consultant, witness, or representative for the **OWNER** in any public hearing, public information meeting, or other administrative proceeding involving the **PROJECT**. Such consultation and representation in connection with litigation or other legal proceedings involving the **PROJECT** shall be covered under subsequent supplemental agreement.
5. Assist the **OWNER** in performing any inspection of facilities constructed under this Agreement after final acceptance of the work but prior to the expiration of any Contractor's warranty periods imposed in construction contract documents.
6. Furnish printed copies of final plans, specifications, and contract documents.
7. Perform services involving the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations or other similar detailed analysis that are not normally required in the scope of the **PROJECT**.

8. Prepare drawings from field measurements or existing construction when required for planning additions or alterations thereto where they are not included in the original scope of the **PROJECT**.
9. Perform additional engineering surveys as may be necessary for the proper design and construction of the **PROJECT**.
10. Prepare and/or verify “as-built” information provided by the construction Contractor(s) by means of a survey crew.

III. OWNER'S RESPONSIBILITIES

The **OWNER's** responsibilities shall include the following:

1. Coordinate the **OWNER's** requirements for the **PROJECT** with the Contractor and **AECOM**.
2. Provide copies of pertinent documents, reports, plans, specifications, photography, standard forms, and other similar data available to the **OWNER** that are required by **AECOM** for the proper performance of his services.
3. Provide information and make decisions as may be required to prosecute the work in a timely manner.
4. Review insurance documents submitted by Contractor(s) for conformance with the construction contract documents.
5. Provide payment of permit application fees directly to the agency as necessary to complete submittal requirements to respective agencies.

B. PAYMENT

1. Payment for Basic Services

- A. For Services furnished under Section II.A and Exhibit B, Cost Proposal, the **OWNER** will pay **AECOM** as per the attached fee schedule with the total not-to-exceed amount of \$586,621.67.

Compensation for these services shall be billed by **AECOM** and paid by the **OWNER** not more than once per month in progress payments in proportion to services performed. Monthly invoices will be calculated based on the number of hours multiplied by category salary rates multiplied by the audited overhead rate, including the agreed upon profit percentage per Exhibit B. All expenses will be billed as incurred without markup and backup documentation will be provided for each expense.

In the event that all, or part of the **PROJECT**, is not completed by the **OWNER**, or if conditions of the **PROJECT** change during the performance of Basic Services, that appropriate compensation set forth above shall be renegotiated by a mutually agreed upon method.

2. Payment for Special Services

For Special Services under Section II.C, the **OWNER** will pay **AECOM** an amount to be mutually agreed at the time the services are furnished.

3. Payment Procedure

- A. **AECOM** shall submit monthly invoices for work performed as described in Section B.1., payable within thirty (30) days. The amount invoiced will be based on the progress of services performed.
- B. **AECOM** will submit invoices for work performed by specialty consultants as described in Section B.1., when will by the specialty consultant and shall attach copies of all statements as approved by **AECOM**, payable within thirty (30) days.
- C. **AECOM** will maintain adequate records in accordance with generally recognized accounting practices which shall be available to the **CLIENT** and the **FAA** for audit at **AECOM's** office.

C. SCHEDULE

The following task durations are the basis for the manhour fee estimate. Some tasks below will be performed concurrently.

TASK	DURATION (Calendar Days)
Construction Administration	
Mobilization	45
Construction	160
Substantial Completion	30
Resident Inspection	160
Submit final invoice to GNV within 30 calendar days of punch list completion	30
Submit Final Construction Report to GNV and FAA within 90 calendar days of the final payment to the Contractor	90

D. EFFECTIVE DATE

This Task Order No. 52 shall be effective as of August 20, 2026

E. ORIGINAL AGREEMENT

All Terms and Conditions of the Agreement dated April 1, 2025, as amended, shall remain the same and shall apply hereto.

F. ACCEPTANCE

By signature, the parties hereto accept the provisions of this Task Order No. 52.

ARCHITECT/ENGINEER:

AECOM Technical Services, Inc.

By: 

Date: Aug 20, 2026

OWNER:

GAINESVILLE-ALACHUA COUNTY
REGIONAL AIRPORT AUTHORITY

By: 
Chief Executive Officer

Date: Aug 20, 2026

EXHIBIT “B”
Cost Proposal

COST PROPOSAL - SUMMARY PAGE**TASK ORDER 52 - CONSTRUCTION ADMINISTRATION SERVICES AND RPR INSPECTION****COMMERCIAL APRON EXPANSION****GAINESVILLE REGIONAL AIRPORT****FAA AIP: TBD****Date: 4/3/2026****Prepared by AECOM**

Fee Estimate Summary - OFFICE		
1	Direct Labor and Overhead Costs - Office	\$ 141,452.00
2	Overhead	\$ 168,398.61
	Fixed Fee	\$ 54,223.86
3	Direct Expenses	\$ 10,315.00
4	Subconsultant Costs	\$ 45,156.00
Fee Estimate Subtotal - OFFICE		\$ 419,545.47
Fee Estimate Summary - FIELD		
1	Direct Labor and Overhead Costs - Field	\$ 63,714.00
2	Overhead	\$ 66,173.36
	Fixed Fee	\$ 22,730.29
3	Direct Expenses	\$ 14,458.56
4	Subconsultant Costs	\$ -
Fee Estimate Subtotal - FIELD		\$ 167,076.21
Fee Estimate Total		\$ 586,621.67

EXHIBIT B
Fee Estimate Summary - OFFICE

1. Direct Labor and Overhead Costs - Office

Staff Classification	Location	Hours	Rate	Cost
1. Principal	Office	4	\$139.00	\$ 556.00
2. Project Manager	Office	376	\$119.00	\$ 44,744.00
3. Sr. Engineer	Office	343	\$103.00	\$ 35,329.00
4. Sr. Drainage Engineer	Office	70	\$83.00	\$ 5,810.00
5. Engineer	Office	385	\$66.00	\$ 25,410.00
6. Designer/Jr. Engineer	Office	296	\$48.00	\$ 14,208.00
7. CADD Technician	Office	217	\$41.00	\$ 8,897.00
8. Clerical	Office	171	\$38.00	\$ 6,498.00
Total Office Hours		1,862	Direct Labor	\$ 141,452.00

2. Overhead and Fixed Fee

Office Overhead Rate	119.05%	Overhead	\$ 168,398.61
Profit	17.50%	Fixed Fee	\$ 54,223.86

3. Direct Expenses

Item Number, Description	Quantity	Unit	Unit Price	Cost
1. Meals - Breakfast (per US GSA) (All Trips)	53	Trip	\$ 16.00	\$ 848.00
2. Meals - Lunch (per US GSA) (All Trips)	53	Trip	\$ 19.00	\$ 1,007.00
3. Car Rental	0	Day	\$ 100.00	\$ -
4. Lodging	0	Night	\$ 200.00	\$ -
5. RPR Vehicle Lease	0	Month	\$ 952.32	\$ -
6. RPR Vehicle Fuel	0	Month	\$ 800.00	\$ -
7. RPR Field Equipment Allowance	0	Month	\$ 55.00	\$ -
8. Mileage (for Engineer Inspections)	9,600	Miles	\$ 0.725	\$ 6,960.00
9. Postage/Shipping (Overnight)	10	Each	\$ 50.00	\$ 500.00
10. Printing	2,000	8.5 x 11	\$ 0.50	\$ 1,000.00
Total Expenses				\$ 10,315.00

4. Subconsultant Costs

1. Cal Tech Testing (DBE Firm)	role:	QA Testing - Base Bid	\$ 14,855.00
2. Cal Tech Testing (DBE Firm)	role:	QA Testing - Bid 2A/2B	\$ 16,500.00
3. Cal Tech Testing (DBE Firm)	role:	QA Testing - Bid 3A/3B	\$ 8,428.00
4. Cal Tech Testing (DBE Firm)	role:	QA Testing - Add Alt 1	\$ 5,373.00
Total Subconsultant Costs			\$ 45,156.00

5. Total Fee for Services

Total Fee for Services	\$ 419,545.47
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EXHIBIT B

Fee Estimate Summary - FIELD

1. Direct Labor and Overhead Costs - Field

Staff Classification	Location	Hours	Rate	Cost	
1. RPR Inspector	Field	1,032	\$37.00	\$	38,184.00
2. RPR Inspector Overtime (1.5 x Rate)	Field	460	\$55.50	\$	25,530.00
Total Office Hours		1,492	Direct Labor	\$	63,714.00

2. Overhead and Fixed Fee

Office Overhead Rate	103.86%	Overhead	\$	66,173.36
Profit	17.50%	Fixed Fee	\$	22,730.29

3. Direct Expenses

Item Number, Description	Quantity	Unit	Unit Price	Cost	
1. Meals & Incidental Expenses Per Diem (per US GSA)	0	Day	\$ 68.00	\$	-
2. Car Rental	0	Day	\$ 100.00	\$	-
3. Lodging	0	Day	\$ 200.00	\$	-
4. Construction Vehicle Lease	8	Month	\$ 952.320	\$	7,618.56
5. Construction Vehicle Fuel	8	Month	\$ 800.00	\$	6,400.00
6. Construction Inspector Equipment (Cell Phone/Internet Access)	8	Month	\$ 55.00	\$	440.00
8. Postage/Shipping (Overnight)	0	Each	\$ 50.00	\$	-
9. Printing	0	8.5 x 11	\$ 0.50	\$	-
Total Expenses				\$	14,458.56

4. Subconsultant Costs

1.	\$	-
2.	\$	-
3.	\$	-
4.	\$	-
Total Subconsultant Costs		\$ -

5. Total Fee for Services

Total Fee for Services	\$	167,076.21
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FEE ESTIMATE - CONSTRUCTION PHASE TASKS

TASK ORDER 52 - CONSTRUCTION ADMINISTRATION SERVICES AND RPR INSPECTION

COMMERCIAL APRON EXPANSION

GAINESVILLE REGIONAL AIRPORT

FAA AIP: TBD

Date: 4/3/2026

Prepared by AECOM

A. CONSTRUCTION ADMINISTRATION - NOT-TO-EXCEED BASIS

1. TASK	PM	SR ENGINEER	SR DRAINAGE ENGINEER	ENGINEER	DESIGNER/ JR ENGINEER	CADD TECH	CLERICAL
Project Management	92	92	0	0	0	0	40
Subconsultant Management and Monthly Invoicing	34	0	0	0	0	0	34
Subconsultant Security Badging	8	0	0	0	0	0	0
Issued for Construction Documents	0	4	0	4	4	8	8
Attend Pre-Construction Conference	8	8	2	8	0	0	4
Attend Airport Board Meeting	24	0	0	0	0	0	0
Construction Management Plan	0	2	0	12	8	0	4
Progress Meetings, including Site Visit by Project Manager (at Weekly Meetings - 23 weeks by PM or Senior Engineer, Engineer virtual - concurrent with site visit)	92	23	0	0	23	0	0
Periodic Site Visits (not concurrent with Progress Meetings - earthwork, pond construction, drainage, underdrain, subbase, base, P-306, P-401, P-403, P-501, lighting, and marking)	0	48	16	0	0	0	0
Pre-Paving Meeting	8	2	0	2	0	0	0
Review Shop Drawings	4	4	8	25	25	25	13
Review Testing Reports (earthwork, subbase, base, P-306, P-401, P-403, P-501)	4	4	4	40	40	40	0
Review and Respond to Contractor RFIs	8	16	8	40	20	20	4
Review baseline schedule and monthly schedule updates	8	16	0	8	0	0	0
Review Pay Applications and certified payrolls	0	16	0	8	8	0	0
Evaluate survey data for subbase, lime rock courses, P-306, P-403, and First Lift P-401 courses	8	4	0	20	20	60	0
Review Final Survey As-Built Data	2	4	0	40	0	16	0
Change Order Estimating, Negotiating, and Processing	8	16	8	24	20	0	4
Field Changes / Drawing Revisions (ESIs)	8	8	8	16	32	24	4
Conduct Substantial Completion Inspection and Report	8	8	0	16	0	0	4
Conduct Final Completion Inspection and Report	8	8	0	0	0	0	4
Drainage Final Inspection and Permit Closeout (SJRWMD and City of Gainesville)	0	0	16	2	0	0	0
Prepare Engineer's Closeout Book, including FAA Closeout Documentation Compilation	4	24	0	40	16	0	24
FAA and FDOT grant support	40	20	0	40	40	0	24
Prepare As-Built Drawings	0	16	0	40	40	24	0
SUBTOTAL CONSTRUCTION ADMINISTRATION SERVICES	376	343	70	385	296	217	171
	20%	18%	4%	21%	16%	12%	9%

C. RESIDENT PROJECT REPRESENTATIVE - NOT-TO-EXCEED BASIS

2. TASK	RPR INSPECTOR (on site)	RPR INSPECTOR OVERTIME (1.5 X RATE) (on site)					
Pre-Construction Conference/Review plans and specs/Mob phase coordination activities	40						
Daily Inspection - 23 weeks, 6 days/week, 10 hours on site	920	460					
Conduct Substantial Completion Inspections	16						
Conduct Final Completion Inspection	16						
Closeout Documentation	40						
SUBTOTAL RPR SERVICES	1,032	460					

REIMBURSABLE EXPENSES - OFFICE**TASK ORDER 52 - CONSTRUCTION ADMINISTRATION SERVICES AND RPR INSPECTION****COMMERCIAL APRON EXPANSION****GAINESVILLE REGIONAL AIRPORT****FAA AIP: TBD**

Date: 4/3/2026

Prepared by AECOM

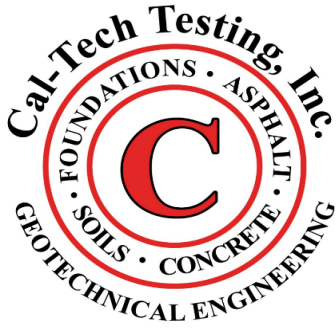
		Unit Price	Unit	Quantity	Amount
1.	Travel Expenses				
	a. Meals - Breakfast (per US GSA) (All Trips)	\$16	Trip	53	\$848
	b. Meals - Lunch (per US GSA) (All Trips)	\$19	Trip	53	\$1,007
	c. Car Rental	\$100	Day		\$0
	d. Lodging	\$200	Day		\$0
	e. Construction Vehicle Lease	\$952.32	Month		\$0
	f. Construction Vehicle Fuel	\$800.00	Month		\$0
	g. Construction Inspector Equipment	\$55.00	Month	0	\$0
	h. Mileage (Engineer inspections)	\$0.725	Mile	9,600	\$6,960
2.	Miscellaneous Expenses				
	a. Postage/Overnight	\$50.00	EACH	10	\$500
	b. Printing	\$0.50	EACH	2,000	\$1,000
GRAND TOTAL TRAVEL & MISCELLANEOUS EXPENSES (OFFICE) NOT-TO-EXCEED					\$10,315

REIMBURSABLE EXPENSES - FIELD**TASK ORDER 52 - CONSTRUCTION ADMINISTRATION SERVICES AND RPR INSPECTION****COMMERCIAL APRON EXPANSION****GAINESVILLE REGIONAL AIRPORT****FAA AIP: TBD**

Date: 4/3/2026

Prepared by AECOM

		Unit Price	Unit	Quantity	TOTAL
1.	Travel Expenses				
	a. Meals & Incidental Expenses Per Diem (per US GSA)	\$68	Day		\$0
	b. Car Rental	\$100	Day		\$0
	c. Lodging	\$200	Day		\$0
	d. Construction Vehicle Lease	\$952.32	Month	8	\$7,619
	e. Construction Vehicle Fuel	\$800.00	Month	8	\$6,400
	f. Construction Inspector Equipment (Cell Phone/Internet Access)	\$55.00	Month	8	\$440
2.	Miscellaeous Expenses				
	a. Postage/Overnight	\$50.00	EACH		\$0
	b. Printing	\$0.50	EACH		\$0
GRAND TOTAL TRAVEL & MISCELLANEOUS EXPENSES (FIELD) NOT-TO-EXCEED					\$14,459



Cal -Tech Testing, Inc.

- Engineering
- Geotechnical

P.O. Box 1625 • Lake City, FL 32056
Tel. (386) 755-3633 • Fax (386) 752-5456

2907 Spring Glen Road, Jacksonville, FL 32207
Tel. (904) 381-8901 • Fax (904) 381-8902

LABORATORIES

February 16, 2026

Subject: Quality Assurance Testing for the Commercial Apron Expansion at the
Gainesville Regional Airport

Kelli Piercy
AECOM
7650 W. Courtney Campbell Causeway
Tampa, Fl. 33607

Cal-Tech Testing, Inc. is pleased to provide AECOM with this cost proposal to perform quality assurance testing for the subject project located in Gainesville, Florida. The proposed testing scope has been broken down by the bid schedule. Thank you for this opportunity, and we look forward to continuing our working relationship with AECOM.

Thank you,

Chad Day
QC Manager/Field Services Director

CAL-TECH TESTING, INC.

February 16, 2026
Gainesville Regional Airport
Commercial Apron Expansion
Gainesville, Florida

BASE BID

DESCRIPTION OF SERVICES		UNIT	UNIT PRICE	ESTIMATED QUANTITY	COST
Laboratory Testing Services					
	Proctor w/Soil Classification	EA	\$180.00	3.0	\$540.00
	Base LBR	EA	\$350.00	1.0	\$350.00
	Density Tests	EA	\$22.50	75.0	\$1,687.50
	Concrete Beams	Per Set	\$125.00	0.0	\$0.00
	Concrete Cylinders	Per Set	\$125.00	0.0	\$0.00
				Sub-total	\$2,577.50
Field Testing & Inspection Services					
	Earthwork Technician	HR	\$70.00	125.0	\$8,750.00
	Concrete Technician	HR	\$75.00	0.0	\$0.00
	Asphalt Plant QA	HR	\$90.00	10.0	\$900.00
	Asphalt Roadway QA	HR	\$75.00	10.0	\$750.00
				Subtotal	\$10,400.00
Management / Administration Services					
	Engineer Review	HR	\$150.00	4.5	\$675.00
	Clerical/Administration	HR	\$65.00	18.5	\$1,202.50
				Subtotal	\$1,877.50
					Total = \$14,855.00

CAL-TECH TESTING, INC.

February 16, 2026
Gainesville Regional Airport
Commercial Apron Expansion
Gainesville, Florida

BASE BID 2A

DESCRIPTION OF SERVICES		UNIT	UNIT PRICE	ESTIMATED QUANTITY	COST
Laboratory Testing Services					
	Proctor w/Soil Classification	EA	\$180.00	1.0	\$180.00
	Base LBR	EA	\$350.00	1.0	\$350.00
	Density Tests	EA	\$22.50	11.0	\$247.50
	Concrete Beams	Per Set	\$125.00	0.0	\$0.00
	Concrete Cylinders	Per Set	\$125.00	0.0	\$0.00
				Sub-total	\$777.50
Field Testing & Inspection Services					
	Earthwork Technician	HR	\$70.00	20.0	\$1,400.00
	Concrete Technician	HR	\$75.00	0.0	\$0.00
	Asphalt Plant QA	HR	\$90.00	84.0	\$7,560.00
	Asphalt Roadway QA	HR	\$75.00	74.0	\$5,550.00
				Subtotal	\$14,510.00
Management / Administration Services					
	Engineer Review	HR	\$150.00	6.0	\$900.00
	Clerical/Administration	HR	\$65.00	4.8	\$312.00
				Subtotal	\$1,212.00
					Total = \$16,499.50

CAL-TECH TESTING, INC.

February 16, 2026
Gainesville Regional Airport
Commercial Apron Expansion
Gainesville, Florida

BASE BID 2B

DESCRIPTION OF SERVICES		UNIT	UNIT PRICE	ESTIMATED QUANTITY	COST
Laboratory Testing Services					
	Proctor w/Soil Classification	EA	\$180.00	1.0	\$180.00
	Base LBR	EA	\$350.00	1.0	\$350.00
	Density Tests	EA	\$22.50	8.0	\$180.00
	Concrete Beams	Per Set	\$125.00	12.0	\$1,500.00
	Concrete Cylinders	Per Set	\$125.00	22.0	\$2,750.00
				Sub-total	\$4,960.00
Field Testing & Inspection Services					
	Earthwork Technician	HR	\$70.00	14.0	\$980.00
	Concrete Technician	HR	\$75.00	84.0	\$6,300.00
	Asphalt Plant QA	HR	\$90.00	0.0	\$0.00
	Asphalt Roadway QA	HR	\$75.00	0.0	\$0.00
				Subtotal	\$7,280.00
Management / Administration Services					
	Engineer Review	HR	\$150.00	9.5	\$1,425.00
	Clerical/Administration	HR	\$65.00	21.0	\$1,365.00
				Subtotal	\$2,790.00
					Total = \$15,030.00

CAL-TECH TESTING, INC.

**February 16, 2026
Gainesville Regional Airport
Commercial Apron Expansion
Gainesville, Florida**

BASE BID 3A

Description of Services		Unit	Unit Price	Estimated Quantity	Cost
Laboratory Testing Services					
	Proctor w/Soil Classification	EA	\$180.00	1.0	\$180.00
	Base LBR	EA	\$350.00	1.0	\$350.00
	Density Tests	EA	\$22.50	10.0	\$225.00
	Concrete Beams	Per Set	\$125.00	0.0	\$0.00
	Concrete Cylinders	Per Set	\$125.00	0.0	\$0.00
				Sub-total	\$755.00

Field Testing & Inspection Services					
	Earthwork Technician	HR	\$70.00	14.0	\$980.00
	Concrete Technician	HR	\$75.00	0.0	\$0.00
	Asphalt Plant QA	HR	\$90.00	36.0	\$3,240.00
	Asphalt Roadway QA	HR	\$75.00	36.0	\$2,700.00
				Subtotal	\$6,920.00

Management / Administration Services					
	Engineer Review	HR	\$150.00	3.5	\$525.00
	Clerical/Adminisration	HR	\$65.00	3.5	\$227.50
				Subtotal	\$752.50

Total = \$8,427.50

CAL-TECH TESTING, INC.

**February 16, 2026
Gainesville Regional Airport
Commercial Apron Expansion
Gainesville, Florida**

BASE BID 3B

DESCRIPTION OF SERVICES		UNIT	UNIT PRICE	ESTIMATED QUANTITY	COST
Laboratory Testing Services					
	Proctor w/Soil Classification	EA	\$180.00	1.0	\$180.00
	Base LBR	EA	\$350.00	1.0	\$350.00
	Density Tests	EA	\$22.50	10.0	\$225.00
	Concrete Beams	Per Set	\$125.00	3.0	\$375.00
	Concrete Cylinders	Per Set	\$125.00	0.0	\$0.00
				Sub-total	\$1,130.00

Field Testing & Inspection Services					
	Earthwork Technician	HR	\$70.00	14.0	\$980.00
	Concrete Technician	HR	\$75.00	30.0	\$2,250.00
	Asphalt Plant QA	HR	\$90.00	0.0	\$0.00
	Asphalt Roadway QA	HR	\$75.00	0.0	\$0.00
				Subtotal	\$3,230.00

Management / Administration Services					
	Engineer Review	HR	\$150.00	3.5	\$525.00
	Clerical/Adminisration	HR	\$65.00	7.5	\$487.50
				Subtotal	\$1,012.50

Total = \$5,372.50

CAL-TECH TESTING, INC.

**February 16, 2026
Gainesville Regional Airport
Commercial Apron Expansion
Gainesville, Florida**

ADDITIVE ALTERNATE 1

DESCRIPTION OF SERVICES		UNIT	UNIT PRICE	ESTIMATED QUANTITY	COST
Laboratory Testing Services					
	Proctor w/Soil Classification	EA	\$180.00	2.0	\$360.00
	Base LBR	EA	\$350.00	0.0	\$0.00
	Density Tests	EA	\$22.50	10.0	\$225.00
	Concrete Beams	Per Set	\$125.00	1.0	\$125.00
	Concrete Cylinders	Per Set	\$125.00	3.0	\$375.00
				Sub-total	\$1,085.00

Field Testing & Inspection Services					
	Earthwork Technician	HR	\$70.00	20.0	\$1,400.00
	Concrete Technician	HR	\$75.00	24.0	\$1,800.00
	Asphalt Plant QA	HR	\$90.00	0.0	\$0.00
	Asphalt Roadway QA	HR	\$75.00	0.0	\$0.00
				Subtotal	\$3,200.00

Management / Administration Services					
	Engineer Review	HR	\$150.00	4.0	\$600.00
	Clerical/Adminisration	HR	\$65.00	7.5	\$487.50
				Subtotal	\$1,087.50

Total = \$5,372.50

EXHIBIT “C”

**FDOT Prequalification Letter, including Audited
Overhead Rate**



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 03, 2026

Jeff Blazowski, Vice President Transportation Lead
AECOM TECHNICAL SERVICES, INC.
7650 West Courtney Campbell
Causeway, Suite 700
Tampa, FL 33607
jeff.blazowski@aecom.com

Dear Mr. Blazowski:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

2.0 - Project Development & Environmental (PD&E) Studies

3.1 - Minor Highway Design

3.2 - Major Highway Design

3.3 - Controlled Access Highway Design

4.1.1 - Miscellaneous Structures

4.1.2 - Minor Bridge Design

4.2.1 - Major Bridge Design - Concrete

4.2.2 - Major Bridge Design - Steel

4.2.3 - Major Bridge Design - Segmental

4.3.1 - Complex Bridge Design - Concrete

4.3.2 - Complex Bridge Design - Steel

5.1 - Conventional Bridge Inspection

5.3 - Complex Bridge Inspection

5.4 - Bridge Load Rating

6.1 - Traffic Engineering Studies

6.2 - Traffic Signal Timing

6.3.1 - Intelligent Transportation Systems Analysis and Design

6.3.2 - Intelligent Transportation Systems Implementation

6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications

6.3.4 - Intelligent Transportation Systems Software Development

7.1 - Signing, Pavement Marking and Channelization

7.2 - Lighting
7.3 - Signalization

9.1 - Soil Exploration
9.4.1 - Standard Foundation Studies

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection
10.4 - Minor Bridge & Miscellaneous Structures CEI
10.5.1 - Major Bridge CEI - Concrete
10.5.2 - Major Bridge CEI - Steel

11.0 - Engineering Contract Administration and Management

13.3 - Policy Planning
13.4 - Systems Planning
13.5 - Subarea/Corridor Planning
13.6 - Land Planning/Engineering
13.7 - Transportation Statistics

14.0 - Architect

15.0 - Landscape Architect

21.0 - Acquisition, Negotiation, Closing, and Order of Taking

24.0 - Acquisition Relocation Assistance

25.0 - Right of Way Clearing and Leasing

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until April 02, 2027, for contracting purposes.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money (FCCM)	Premium Overtime	Home Direct Expense	Field Direct Expense	Published Fee Schedule
119.05%	103.86%	0.000%	Excluded	11.34%	11.86%	No

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at FDOT.PSPrequalification@dot.state.fl.us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'N. Elamurugu', is positioned above the printed name.

Naveen Elamurugu
Professional Services Qualification Administrator
NE

EXHIBIT “D”

Federal Contract Provisions for A/E Agreements

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”,
“BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE
ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR”
OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER
CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO
THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING
CONTRACTS WITH THE A/E.

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PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

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

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

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

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

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be

considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

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

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

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

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (P.L. 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It 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. 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.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

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

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

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

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

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

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

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

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

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

PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

Reference: FAA Reauthorization Act of 204 (Public Law 118-63), Section 936
49 USC § 44801 note

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

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

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

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

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

Termination for Cause (Professional Services)

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

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights

and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

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

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

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

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

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$15,000

DISTRACTED DRIVING

Reference: Executive Order 13513
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), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

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

Certification of Lower Tier Contractors Regarding Debarment

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

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
29 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

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

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$350,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR Part 200, Appendix II(A)

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

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

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

PROVISIONS APPLICABLE TO CONTRACTS CUMULATIVELY EXCEEDING \$250,000 IN ONE YEAR

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26
49 USC § 47113

Solicitation Language (Solicitations with a DBE Contract Goal)

Bid Information Submitted as a matter of *responsiveness*:

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

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

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

copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of bidder responsibility:

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

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

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

Bid Information requirements for negotiated procurement

In a negotiated procurement, such as a procurement for professional services, the Sponsor may allow the bidder/offeror to make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required under the above *responsiveness* or *responsibility* procedures before the final selection for the contract is made by the recipient.

Bid Information submitted for Design-Build projects

In a design-build contracting situation, in which the Sponsor solicits proposals to design and build a project with minimal-project details at time of letting, the Sponsor may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in [paragraph \(b\)](#) of 49 CFR § 26.53 that applies to design-bid-build contracts. To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amount) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, the recipient must provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. The recipient and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, *e.g.*, replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

Solicitation Language (Solicitations with No DBE Contract Goal)

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

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

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

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

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

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

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed

termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

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

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