

**CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE
GENERAL AVIATION FEDERAL INSPECTION STATION FACILITY PROJECT
BETWEEN
THE SARASOTA MANATEE AIRPORT AUTHORITY
AND
C & S COMPANIES**

This Contract is made and entered into this 16 day of August, 2021 by and between the Sarasota Manatee Airport Authority, a political subdivision of the State of Florida, (hereinafter referred to as the "Authority"), and C & S Companies (hereinafter, referred to as "the Consultant"), 2203 N. Lois Avenue, Suite 400, Tampa, Florida 33607. The Contract is effective on the date of execution by the Authority.

WITNESSETH:

The parties hereto agree that the services to be performed by the Consultant under this Contract, the objectives and conditions of the Contract, the fees to be paid for such services, and the time of performance of this Contract shall be as described below:

Item 1 - Scope of Services

Except as modified by this Contract, the Consultant shall perform the services identified within the Scope of Work received on August 2, 2021, attached hereto and incorporated by reference into this Contract. The Consultant shall perform services hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional currently practicing under similar circumstances. The Consultant's standard of care shall not be altered by the application, interpretation or construction of any other provision of this Agreement.

Item 2 - General Conditions

- A. Basic Data Provided by Authority - The Authority shall make available to the Consultant such appropriate data and information as are available to the Authority and under its control.
- B. Coordination - Continuing coordination shall be maintained with the Authority to assure applicability of the findings with respect to specific local conditions and compatibility with the Authority's general policies and goals.
- C. Representatives - To expedite the undertaking of services performed under this Contract and to permit the coordination of materials, commitments and correspondence, the Authority hereby designates the President, CEO, or designee as its representative, and the Consultant hereby designates Kerrick Stegmeier II, PE as its representative to whom all correspondence, materials, requests for conferences and other similar data shall be directed. Any and all changes that will affect this Contract shall be approved in writing by the Purchasing Manager prior to proceeding.
- D. Time of Performance - The Consultant shall commence as soon as practicable, but not before the execution of this Contract.
- E. Compensation - The Authority agrees to pay the Consultant a lump sum fee of \$478,401.33 for design services, plus an amount not to exceed \$12,374.00 for non-salary direct expenses. The Consultant shall make a good faith effort to minimize travel and other non-salary direct expenses. The U.S. General Services Administration per diem rates shall apply

for meals and lodging unless otherwise approved in advance by Authority management.

F. Method of Payment - The Authority shall pay the Consultant for services detailed in Scope of Services, in accordance with statements to be submitted by the Consultant to the Authority. Such statements shall be submitted monthly and shall cover services performed during the preceding month.

G. Availability of Records -

1) Books and Records:

During the period of this Contract and for three years thereafter, the Consultant shall keep any and all information, materials, and data of every kind and character including without limitation records, books, papers, and documents in accordance with generally accepted accounting principles that may in the Authority's judgment pertain to any matters or obligations covered by the Contract. Such records shall also include, but not be limited to those records necessary to evaluate and verify direct and indirect costs (including overhead allocations). Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures, time sheets, payroll registers, cancelled checks, original estimates, estimating work sheets, correspondence, change order file, back charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends to the extent necessary to adequately permit evaluation and verification of:

- a) Consultant's compliance with Contract Requirements, and
- b) Compliance with provisions for pricing change orders, invoices or claims submitted by the Consultant or any of its payees.

The Consultant shall require all payees (i.e. subconsultants/suppliers) to comply with the provisions of this article by insertion of the requirements in any Contract between the Consultant and the payee; such requirements to include flow-down right of the audit provision to all payees.

2) Access to Records and Reports:

The Consultant shall provide, at its sole cost and expense the books of account and records requested by the Authority for audit within sixty (60) calendar days of receiving a written request. If the books of account and records are kept at locations other than the Airport, the Consultant shall arrange for them to be brought to a location convenient to the auditors for the Authority, or the Consultant may at its option transport the Authority audit team to the Consultant's headquarters for purposes of undertaking said audit. In such event, the Consultant shall pay reasonable costs of transportation, food and lodging for the Authority's audit team. There may be no limitation in the scope of the examination that would hinder the Authority or its authorized representative in testing the accuracy of the claims submitted.

An audit report will be issued by the Authority or its representative and made available to the Consultant. Consultant shall have thirty (30) calendar days to comment in writing on the audit report. Failure of Consultant to submit written comments shall constitute acceptance of the audit report as issued.

Any adjustments and/or payment which must be made as a result of any such audit or inspections of the Consultant's invoices and/or records shall be made within a

reasonable amount of time (not to exceed 90 days) from presentation of the Authority's findings to the Consultant.

If an audit inspection or examination in accordance with this article, discloses overpricing or overcharges (of any nature) by the Consultant to the Authority in excess of one-half of one percent (.5%) of the total Contract billings, the reasonable actual cost of the Authority's audit shall be reimbursed to the Authority by the Consultant.

H. Public Records Law, Confidentiality - Consultant should be aware that all submittals provided are subject to public disclosure and will not be afforded confidentiality. All proposal documents or other materials submitted will be open for inspection by any person and in accordance with Chapter 119, Public Records Law, and as amended, Florida Statutes. The Consultant shall agree to comply with public records laws, and shall, specifically:

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

I. Termination for Convenience - The Authority 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 Authority, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Authority 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.

Authority agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice, costs incurred by the Consultant in connection with the services to the date of termination, costs necessary to terminate commitments for the services made by the consultant prior to the date of termination, and costs and expenses of the Consultant's demobilization. Compensation will not include anticipated profit on non-performed services.

Authority 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.

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

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

- 1) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - a) Perform the services within the time specified in this contract or by Owner approved extension; Such extension approval shall not be unreasonably withheld for delays caused by conditions or events beyond Consultant's reasonable control.
 - b) Make adequate progress so as to endanger satisfactory performance of the Project;
 - c) 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.

- 2) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part if the Owner:
 - a) Defaults on its obligations under this Agreement;
 - b) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - c) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract. In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

K. Insurance – The Consultant shall obtain and maintain throughout the term of this Contract, comprehensive public liability and property damage insurance in limits of not less than \$1,000,000. The Consultant shall furnish automobile liability insurance, and proof of Workers Compensation or Employers' Liability Insurance as required by the Laws of the State of Florida, covering all persons employed by the Consultant in the performance of the duties described herein. Prior to proceeding with the services hereunder, the Consultant shall furnish an original Certificate of Insurance to the Purchasing Department evidencing the existence of such insurance coverage. The Authority shall be named as an additional insured on the liability policies.

PROFESSIONAL LIABILITY: The awarded firm(s) shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$5,000,000 with a deductible not to exceed \$100,000. The deductible shall be the responsibility of the Consultant.

This policy must be continued or tail coverage provided for two years after completion of the project.

L. Assignability – The Consultant shall not assign any interest in this Contract and shall not transfer any interest in this Contract without the prior written consent of the Authority. However, any subconsultants engaged by Consultant for this project will not be considered an assignment hereunder.

M. Interest of the Consultant – The Consultant covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Contract. No person having such interest shall be employed by the Consultant.

N. Title VI Assurance – The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and sub-tier Consultants 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

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 Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2) Non-discrimination: The 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 Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of

materials, or leases of equipment, each potential subconsultants or supplier will be notified by the Consultant of the Consultant'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 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 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant 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 Consultant'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 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 sponsor 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 subconsultants, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

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:

- a) 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);
- b) 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);
- c) 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);
- d) 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;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

- f) 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);
 - g) 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 Consultants, whether such programs or activities are Federally funded or not);
 - h) 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;
 - i) 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);
 - j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 7.) To include the provisions of paragraph N.1 through N.6 above in every subcontract, including Contracts for the procurement of materials and leases of equipment.

O. Disadvantaged Business Enterprises – Contract Assurance (26.13); The Consultant or subconsultants 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.

Prompt Payment (26.29); The prime Consultant agrees to pay each sub consultant under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime Consultant receives from Sarasota Manatee Airport Authority. The prime Consultant agrees further to return retainage payments to each sub consultant within 10 days after the sub consultant'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 {Name of Recipient}. This clause applies to both DBE and non-DBE subconsultants.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sarasota Manatee Airport Authority to practice nondiscrimination based on race, color, sex or national

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

The DBE goal for this Project is 3.0%. If changes in the scope of the project or the Consultant's services as directed by Authority affect the DBE percentages, Consultant will make a good faith effort to achieve the DBE Goal.

- P. Licenses and Permits – The Consultant shall at all times maintain and comply with all licensing and permitting requirements of state and local authorities. Prior to proceeding with the services hereunder, the Consultant shall furnish a copy of its licensure and the permit to the Authority evidencing the existence of such permit.
- Q. Badging Safety and Security (as applicable) - Consultant, invitees, employees, suppliers, and agents must abide by all applicable security regulations of the Authority and the Transportation Security Administration (TSA).

Any of persons who require unescorted access to any areas of the Airport where access is controlled for security reasons must make application for, and wear, Airport security badges. Those individuals must submit personal data for a Security Threat Assessment conducted by the FBI as required by Part 1542 of Federal Transportation Regulations and attend a security training session conducted by the Authority's Operations Department.

At the time the application is made, the Consultant is responsible for payment of the then current fee for fingerprinting and the fee for issuance of an initial security badge for any persons to whom this provision applies. The current fees are \$10 per badge and \$29 per threat assessment. Any badge not returned upon completion of the work contemplated by this solicitation is subject to a \$50 fee.

Any persons who will be required to drive inside secured Airport areas must attend and successfully pass an Airport approved driver training program. No vehicle shall be driven on the Airport without the driver possessing a valid State issued operator's license. No vehicle shall be driven on the Airport without proper identification (company logo or airport decal), proper safety marking (amber beacon or orange checkered flag) and proper insurance coverage. All drivers must comply with Section 3 of the Sarasota Bradenton International Airport Operating Rules & Regulations handbook.

No person who is authorized to drive inside secured Airport areas shall enter, cross or be present on any runway or taxiway pavement or safety areas without an approved airport escort. Any violation of this clause is subject to immediate suspension of the offender's airport access and a fine of up to \$10,000.

Details and form are available on the airport's website at www.srq-airport.com, then "Airport Business", then "Badging".

Item 3 - Miscellaneous

- A. Notices - Any notice hereunder shall be deemed sufficiently given by one party to the other if in writing and if and when delivered or tendered either in person, or by telegram or telex, or by the deposit of it in the United States mail, registered or certified, postage prepaid, addressed to the party to whom such notice is being given at such party's address provided below:

To the Authority: Sarasota Manatee Airport Authority
Attn: Kent D. Bontrager, CM, PE
6000 Airport Circle
Sarasota, FL 34243

To the Consultant: C & S Companies
Attn: Kerrick Stegmeier II, PE
2203 N. Lois Avenue, Suite 400
Tampa, Florida 33607

Any notice not given as above shall, if it is in writing, be deemed given if and when actually received by the party to whom it is required or permitted to be given.

- B. Governing Law - This Contract shall be governed by and construed in accordance with Florida law. Venue for any action brought pursuant to this Contract shall be in the Twelfth Judicial Circuit Court, Sarasota County, Florida.
- C. Captions - The captions to the sections, subsections, and paragraphs in this Contract are inserted for convenience only and shall not affect the construction or interpretation of this Contract.
- D. Counterparts and Duplicate Originals - This Contract and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument.
- E. Entire Contract - This Contract, together with the attachments hereto, constitutes the entire Contract between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous Contracts and understandings of the parties in connection herewith. No supplement, modification, or amendment of this Contract or discharge of any of the obligations hereunder, shall be binding unless executed in writing by the parties hereto.
- F. Severability - Any provision hereof prohibited by or unlawful or unenforceable under any applicable law shall be ineffective without affecting any other provision of this Contract. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Contract shall be deemed to be a valid and binding agreement in accordance with its terms.
- G. Attorney's Fees - In the event of any action to enforce or construe the provisions of this Contract, the prevailing party in such action (including in any bankruptcy proceeding) shall be awarded costs and reasonable attorney's fees in the defense or prosecution thereof as part of the judgment eventuating in such action.
- H. Immigration Reform and Control Act - Consultant acknowledges, and without exception or stipulation, Consultant shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq., and regulations relating thereto, as either may be amended. Failure by the Consultant to comply with the laws referenced herein shall constitute a breach of the Contract and the Authority shall have the discretion to unilaterally terminate said Contract immediately.
- I. Third Parties - Nothing in this Contract, whether express or implied, is intended to confer any rights or remedies under or by reason of this Contract on any persons other than the parties to it and their respective successors and permitted assigns, nor is anything in this Contract intended to relieve or discharge the obligation or liability of any third persons to any party to this Contract, nor shall any provision give any third person any right of subrogation or action over or against any party to this Contract.

- J. Remedies; Waiver - The rights and remedies set forth herein shall be cumulative and in addition to any other remedies which may be available at law or in equity. The exercise of any remedy by either party shall not be deemed an election of remedies. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision hereof or right hereunder (whether or not similar), nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.
- K. Indemnity and Hold Harmless Requirements - Consultant shall indemnify and hold harmless the Authority, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Contract.
- L. Ownership of Work – At the time of the completion of the work, the Consultant shall deliver to the Authority all final results and proceeds of the services performed under this agreement of any nature whatsoever and in whatever form (paper documents, electronic files, or otherwise) that are created, prepared, produced, authored, edited, or modified in the course of performing the Consultant's services under this agreement, including, without limitation, all tracings, plans, specifications, maps, reports, schematics, renderings, drawings, elevations, sections, and designs (collectively, the "Works"). To the fullest extent under the law, the Consultant acknowledges and agrees that upon payment in full of all of the Consultant's invoices the Authority is and shall become the sole and exclusive owner of all right, title, and interest throughout the world in and to all final Works. The Authority shall have the unrestricted right (but not any obligation), in its sole and absolute discretion, to use any Work, and no royalty or other consideration shall be due or owing to the Consultant or any individual or entity as a result of such activities; provided that any reuse or modification without engaging Consultant of a Work for other than for the specific purpose intended hereunder will be at Client's sole risk and without liability or legal exposure to the Consultant or its subcontractors. The Consultant will require each of its employees and contractors to execute written agreements containing obligations consistent with the provisions of this Section prior to such employee or contractor providing any services under this agreement. Nothing contained in this Agreement shall be construed to reduce or limit the Authority's right, title, or interest in any Work or any rights therein so as to be less in any respect than the Authority would have had in the absence of this Agreement.
- M. Further Assurances – Each of the parties hereto shall, from time to time at the request of the other party, furnish to the other party such further information or assurances; execute and deliver such additional documents, instruments, and conveyances; and take such other actions and do such other things, in each case as may be reasonably necessary or desirable to carry out the provisions of this agreement and give effect to the transactions contemplated hereby. Notwithstanding any provision here to the contrary, the Consultant shall not be required to execute any documentation that would require knowledge, services or responsibilities beyond the scope of this Agreement. Further, the Consultant shall have the right to rely on the accuracy and completeness of the services and information provided by the Authority in order for Consultant to perform hereunder. This provision will survive termination of this agreement.

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IN WITNESS WHEREOF, this Contract for the General Aviation Federal Inspection Station Project has been executed in duplicate, by the respective parties hereto. A facsimile or electronic (including "pdf") copy of this Contract, and any amendments thereto, and any signatures thereon, shall be considered for all purposes as an original. Alternatively, such documents may be executed by electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

Warranty of Authority: Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party.

AUTHORITY:

SARASOTA MANATEE AIRPORT AUTHORITY

BY: 

Printed Name:

Title: Chairman

OR

Title: President, CEO Fredrick J. Piccolo, A.A.E.

CONSULTANT:

C & S ENGINEERS, INC.

BY: 

Printed Name: Brian W. Clark


Title: Senior Vice President

WITNESSES as to Authority:

1. 

2. 

WITNESSES as to Consultant:

1. 

2. 



SARASOTA BRADENTON INTERNATIONAL AIRPORT

GENERAL AVIATION FEDERAL INSPECTION STATION FACILITY

SCOPE OF WORK



PROJECT NO. X60001001

PREPARED BY:
C&S ENGINEERS, INC.

PREPARED FOR:
SARASOTA MANATEE AIRPORT AUTHORITY

August 2, 2021



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A. PROJECT UNDERSTANDING

C&S understands the CBP is currently using the FIS inside the terminal for both GA and Commercial inspections. There is a need to have them separated and a new GA FIS Facility constructed. C&S shall provide the required services to design the approximately 5,000sf GA FIS Facility project (the "Project"). The Project will be performed and constructed by the SMAA/SRQ Airport without grant assistance.

The new GA FIS Facility Project generally involves the construction of an approximately 5,000sf GA Customs Facility in alignment with the current version of the General Aviation Facilities Design Guide. The customs facility shall include office space, administration space, commons area, toilet/restroom facilities, screening and waiting areas, and required CBP equipment. Project also includes the design of an HVAC heating and cooling system, electrical power and lighting systems with emergency backup, low voltage security and communications systems with interconnectivity to the main Terminal CBP FIS, and life safety systems as required for the new FIS Customs Facility.

In addition, project involves constructing a new taxiway and ramp, site work for a parking lot and surrounding grade tie-ins including the extension of existing utilities such as electricity, gas, water, sewer, cable, and data/telephone. See attached Exhibit No. 01.

The building addition will be designed with sustainability practices in mind, wherever practical, however costs associated with any LEED or other certification are not included.

The estimated construction cost for this facility is between \$4,000,000 - \$5,000,000 per SRQ personnel. C&S shall evaluate the feasibility of this project, based upon C&S's experience as a design professional, and keep SRQ apprised during each phase of the Project of the results of such evaluation. C&S shall advise SRQ as to options available for reducing construction costs to stay within the budget, if it appears likely that contractor bid prices will exceed this budget.

Services to be provided by C&S shall include civil, architectural, interior design, structural, mechanical, electrical, plumbing, fire protection, geotechnical, survey, and permitting, as applicable, required to accomplish the following Scope of Work items ("Basic Services").

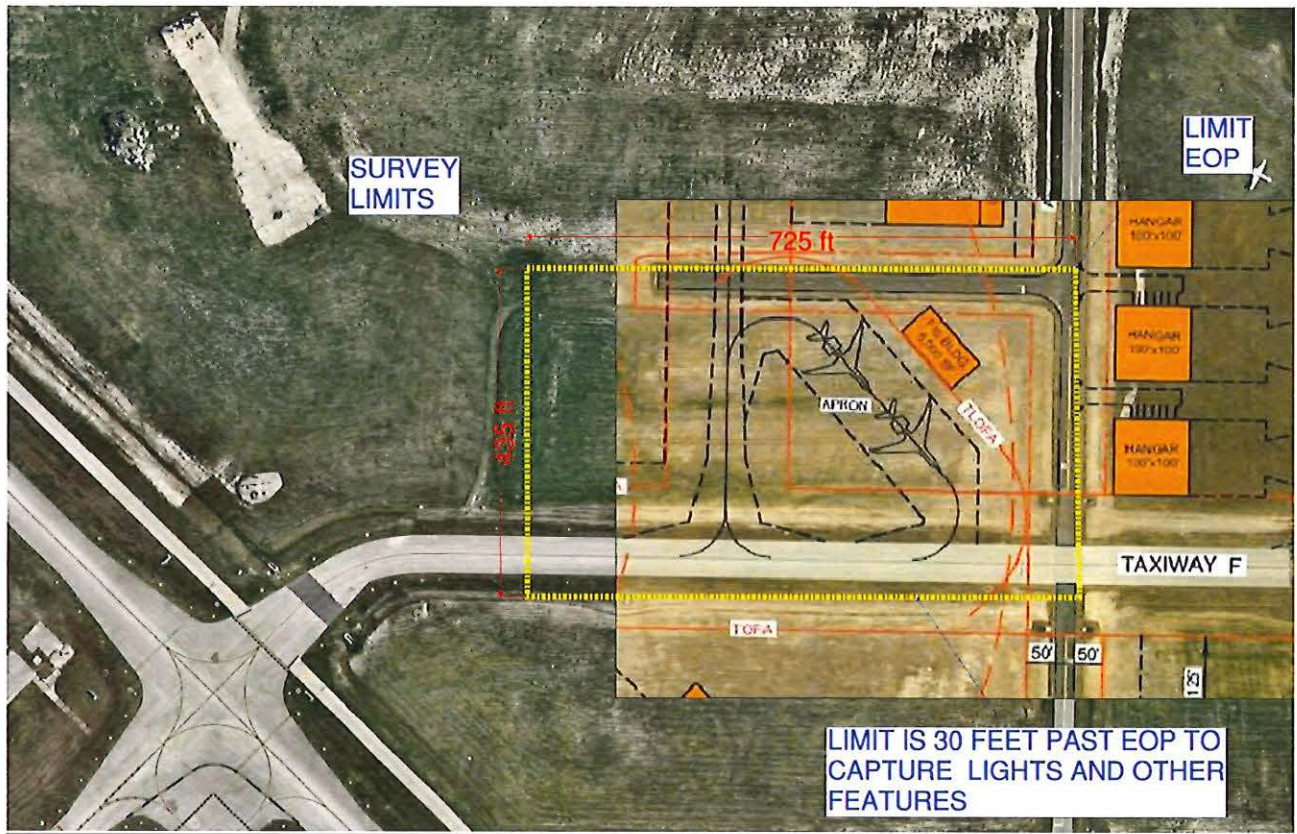


Exhibit No. 01

The Project will consist of the following phases and breakdown:

Part I (Design)

The Design team will submit one construction documents package for the design of the GA FIS Facility. Each package will consist of the following deliverables:

- Programming/Concept Design
- Schematic Design (30%)
- Design Development (60%)
- Construction Documents (90%)
- Construction Documents (100%)
 - Permit Documents
- Bidding and Award

Part II (Construction)

- Not included in this Scope of Work



B. CORE DESIGN TEAM AND SERVICES

C&S

- Kerrick Stegmeier II, PE Design Project Manager
- Doug Saunders, PE Civil Engineering
- Michael LaMontagne, AIA, NCARB Planning/Programming
- Rick Swisher, AIA, NCARB Architectural
- Andrea Cella, PE Structural Engineering
- Matthew McQuinn, PE Mechanical Engineering
- Sean Cao, PE Electrical Engineering
- Bryn Currie, PE Plumbing Engineering
- Kevin Geidel, PE, CFPS Fire Protection Engineering
- William Barley, RCDD Communications /Security Design

Hough

- Marla Hough, PE Stormwater/Soil Erosion/Local Permitting

Tierra

- Larry P. Moore, P.E. Geotechnical Engineering

Hyatt

- Russell P. Hyatt, PSM Surveying



C. BASIC SERVICES

Programming/Concept Design

The Programming/Concept Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified.

Sarasota Bradenton International Airport and the CBP has requested, as a part of the initial phase, C&S evaluate design and layout alternatives and through coordination with stakeholders, review of the pre-proposal documents, field investigations, and a practical design approach.

Overall result of Programming will be incorporated in the 30% Schematic Drawings for review by all stakeholders.

The specific services to be provided or furnished for this Phase of the Project are the following:

Up Front Field Work/Investigation/Coordination (all items listed below to be performed and coordinated by entire Design Team):

TASK 1

Design Project Manager and necessary key design team members will attend a pre-design charrette with SRQ and CBP to review the scope of services and become familiar with the Project requirements and operational concerns during the Project's design and construction.

1. Design Charrette consists of the following (typical duration is half day or less):
 - a. Meeting to include all stakeholders involved in project
 - b. Main goals and objectives from each stakeholder will be collected (typically top 3 most important things for project to be successful)
 - c. Goals/objectives will be categorized/filtered to a manageable list
 - d. Goals/objectives will be ranked in order of most important to least important – needs vs. wants will be identified
 - e. Actions items from results of list will be established
 - f. Goals/objectives list and action items will be taken from meeting and used to track progress of project at each deliverable with check-ins using



lists

DELIVERABLE

- Goals/Objectives list
- Action Items list

TASK 2

Schedule coordination - consultant shall provide initial coordination so that project schedules are met for each phase of work included in this contract. Particular phases of design may be delayed by the FAA and FDOT review process.

DELIVERABLE

- Written Schedule

TASK 3

Perform a preliminary Project site inspection to further familiarize the design team with Project areas.

DELIVERABLE

- Field Report

TASK 4

Design Team will coordinate requirements for topographic field survey and Hyatt will perform field survey.

DELIVERABLE

- Field Survey Drawings

SUBTASKS:

1. Hyatt Survey will perform a Topographic Survey in alignment with Exhibit No. 01 located at the Sarasota Bradenton International Airport (SRQ) in Manatee County, Florida.
2. The survey shall include the location and identification of all above ground, visible structures (including overhead wires) and features along with any accessible subterranean features including pipe inverts with size and material.
3. Hyatt Survey will locate all mark or flagged utilities based on client provided as-built drawings that are available.



- a. If no drawings available, C&S will contract with SUE contractor for locates, which would be an additional service.
4. Hyatt Survey will determine site elevations on full cross sections within the survey limits and collected at 25-foot stations on aircraft pavement and 50-foot stations on other non-improved surfaces. Elevations will be collected at grade breaks, distinct changes in elevations, at changes in direction on curbing/paving, and any prominent feature of the site.
5. This survey will be referenced to NAD83/07 or 11 Florida State Plane Coordinates.
6. All elevations will be referenced to published NGS benchmarks relative to the NAVD 88 vertical datum.
7. The scope of services assumes that the survey will not be required to follow FAA AC 150/5300-16, 17 and 18. If it is determined by FAA to be necessary, the cost of these services is not included in the Consultant's original Scope of Services and shall therefore be an Additional Service. An existing base-map will be developed in CAD from this information.

TASK 5

Design Team will coordinate requirements for subsurface soils investigations and Tierra will perform geotechnical investigation.

DELIVERABLE

- Geotechnical Investigation Report

SUBTASKS:

1. Perform 6 hand augers to a depth of 5 feet below existing ground and two (2) California Bearing Ratio tests in the area of the proposed development. It is assumed that the geotechnical from other adjacent sites will be used for additional information.
2. Perform four (4) Standard Penetration Tests to a depth of 25 feet below the existing ground surface in the area of proposed structure.
3. Perform soil classifications for all borings performed including as needed laboratory verification testing.
4. Draft the boring profiles.



5. Summarize all testing in a geotechnical report signed and sealed by a FL PE.

TASK 6

Permit schedule will be created for the items to be submitted and anticipated review times.

DELIVERABLE

- Permit Schedule

TASK 7

Develop report form, written document, depicting conceptual project options including narrative and sketch recommendations made during this phase for implementation within the overall design.

DELIVERABLE

- Submit sufficient copies of Design Report to SRQ for review and comment

SUBTASKS:

1. Perform project management duties such as project planning, invoice preparation, and coordination of design team.
2. Acquire and review record documents (such as plans, specifications, reports, and studies) to become familiar with data that is available for the Project.
3. Identify applicable permit and code requirements and enforcing government agencies.
4. Coordinate with SRQ and CBP for Program Verification.
5. Begin developing three-dimensional (BIM) design models.

Civil

1. Assess condition of existing airfield electrical through visual site verification and interviews with SRQ staff familiar with such systems.
2. Develop concept designs
 - a. Prepare one plan displaying schematic designs.
 - b. Preliminary pavement horizontal geometric layouts for both the taxiway



and apron and the parking lot design. It is assumed the layout of the taxiway and apron will require three (3) different layout options.

- c. Specific preliminary plan sheets developed will be for the following:
 - i. General and Geometric Plans
 - ii. Concept Phasing Plans
 - iii. Typical sections

Architectural

1. Review current General Aviation Facilities Design Standard and align program to requirements noted in room data sheets.
2. Perform code review based on current adopted Florida Family of Codes and applicable ADA standards.
3. Provide up to three floor plan options in alignment with program requirements for review and selection of preferred alternative.
4. Develop space matrix to show room sizing and alignment to the Design Standard.
5. Develop up to three exterior massing options for the building to establish exterior aesthetic.

Structural/Mechanical/Electrical/Plumbing/Fire Protection/Low Voltage

1. Perform relevant tasks, related to each discipline respectively, described above in "Up Front Field Work/Investigation/Coordination"
 - a. Not all items in general scope apply to all trades
2. Coordinate with Airport and CBP for layout options on all engineering systems.
3. Develop written narratives in report describing basis of design and the impacts and recommendations of each option for review by SRQ, CBP, and stakeholders.

TASK 8



Perform internal quality control review on all design documents.

DELIVERABLE

- QA/QC documents can be submitted to SRQ upon request

TASK 9

Setup and attend coordination meeting to discuss findings and go over report with SRQ.

DELIVERABLE

- Meeting Minutes

TASK 10

Review and develop written responses to all comments received

DELIVERABLE

- Responses on Drawings and Specifications in PDF form



Schematic Design Phase (30%)

The Schematic Design Phase is intended to further define the selections made during the Programming/Concept Phase. The design will begin to incorporate the cost-effective and practical solutions identified and the overall results will be incorporated in the 30% Schematic Drawings as a part of this phase for review by all stakeholders.

The specific services to be provided or furnished for this Phase of the Project are the following:

TASK 11

REMOVED

TASK 12

Schedule coordination - consultant shall provide continued coordination so that project schedules are met for each phase of work included in this contract. Particular phases of design may be delayed by the FAA and FDOT review process.

DELIVERABLE

- Updated Written Schedule

TASK 13

Our team will engage other permitting agencies to begin the coordination process and sharing the preliminary documents and permitting objectives.

DELIVERABLE

- Meeting Minutes

TASK 14

Update Concept Design Report based on selections/decisions made and comments received during review.

DELIVERABLE

- Updated Design Report to SRQ for record

TASK 15

Prepare Schematic Drawings (30%) incorporating all design aspects of the project and surrounding site.

DELIVERABLE

- Schematic Drawings (30%) to SRQ for review and comment

SUBTASKS:

1. Perform project management duties such as project planning, invoice preparation, and coordination of design team.
2. Further develop three-dimensional (BIM) design models.
3. Perform internal constructability review.

Civil

1. Conduct site investigation to verify topographic survey, , inventory lighting features, electrical vault conditions and other Project-related existing physical features and facilities like drainage structures..
2. Develop horizontal pavement geometrical layouts and place sufficient information on drawings to layout proposed pavements in field during construction.
3. Develop preliminary three-dimensional design in order to develop pavement centerline profiles, typical sections, and other grading details for the proposed work.
4. Analyze data obtained from subsurface soils and existing pavement investigation program and determine properties of existing pavement and soil materials. Document results of program, existing conditions, and recommendations in the design report.
5. Develop pavement design for parking lot.
6. Develop pavement design in accordance with FAA advisory circular 150/5320-6, latest edition for the taxiway and apron. Pavement design to include two alternatives, one for Portland cement concrete pavement and one utilizing asphalt concrete. Design will include documentation of traffic use of the pavement provided by SRQ for anticipated use. CONSULTANT will use FAARFIELD software to perform design analysis.
7. Develop preliminary drainage designs concepts.
8. Develop water design concept.
9. Develop electrical design concept.
10. Develop fiber design concept.



11. Develop sewer design concept.
12. Develop preliminary airfield lighting and signage layouts, including light fixture spacing and cable circuitry requirements.
13. Investigate and assess existing electrical system capacities and perform preliminary design of electrical power distribution and control systems and update ALCMS. This will be completed through visual site verification and interviews with SRQ staff familiar with such systems.
14. Develop preliminary airfield marking layouts.
15. The Team will obtain and review as-built plans, stormwater reports and other documents from various agencies including: Southwest Florida Water Management District (SWFWMD), Manatee County, Florida Department of Transportation (FDOT), and the United States Army Corps of Engineers (USACE). Field visits and surveys will be made to verify pipe sizes/inverts, control structures, ponds, channel cross sections, and other drainage parameters necessary to provide and update a complete stormwater routing model.
 - a. A pre-application meeting will be coordinated with SWFWMD and Manatee County to discuss the project, alternative designs, and plan review processes and requirements. Also during this phase, specific drainage improvements will be identified, and conceptual cost estimates will be presented in a summary report to SRQ.
16. Develop schematic Contract Drawings (approximately 30% complete) providing sufficient detail for review of design concepts by SRQ, CBP, and FDOT.
17. Develop a draft construction safety phasing plan (CSPP) that endeavors to limit interference by the Project's construction with airport and tenant operations. The scope of services assumes that FAA will perform Safety Risk Management (SRM) review based on the draft CSPP, and that a Safety Risk Management Panel (SRMP) and safety risk mitigation will not be necessary. If SRMP is determined by FAA to be necessary, the cost of these services is not included in the Consultant's original Scope of Services and shall therefore be an Additional Service. It is anticipated the cost for these services would range from \$15,000 to \$40,000 depending on the complexity and detail required. We do not believe these services will be required for this project.

Architectural



1. From concept design phase selected preferred floor plan, progress building floor plans, building sections and elevations with general dimensions and wall construction information.
2. Develop Code Compliance drawing to include: accessibility provisions, construction classification, means of egress sizing, required fire ratings, plumbing fixture counts, and energy code requirements.
3. Define typical construction details.
4. Develop exterior materials, massing, and wall section.
5. Develop preliminary interior design information, including finish schedule, materials, and color options.
6. Define required furniture, fixtures, and equipment.
7. Develop door and window schedules

Structural

1. Coordinate with architectural concept plans to determine system type and locations of major structural framing.
2. Begin developing environmental and occupancy loading scheme for layout of facility
3. Review applicable code and design standards for establishing structural design criteria
4. Develop list of required structural testing and inspections
5. Review previously obtained geotechnical information
6. Begin preliminary analysis of overall building elements including the following:
 - a. Foundation and slab systems general footprint and schematic level sizes
 - b. Layout of Lateral Resisting System (Wind and Seismic) including columns, walls, bracing, and roof system



7. Develop preliminary size of major structural framing members
8. Coordinate critical clearance requirements with architectural and MEP systems

Plumbing

1. Work with the architect to develop the appropriate plumbing fixture count
2. Review plumbing-specific requirements related to CBP room data sheets
3. Review building type, occupancy, and perform overall code analysis related to plumbing systems
4. Calculate fixture units and rationalize flow rates
5. Translate overall fixture units/flow rates into pipe sizes for utility mains

Mechanical

1. Perform load calculations and outdoor air ventilation calculations for proposed layout
2. Develop preliminary sizes for HVAC equipment based on load calculations
3. Provide preliminary selections for necessary HVAC equipment including:
 - a. Air handling equipment (roof top or ground mounted).
 - b. Exhaust fans
 - c. Wall/roof openings (if required)
4. Incorporate preliminary selections, locations, and schedules for the above equipment into drawings
5. Coordinate roof openings, clearances, and/or chase requirements with the Architectural/Structural team
6. Coordinate electrical load of equipment with Electrical Engineering team
7. Initial main duct runs & diffuser/grille layout will be developed in accordance with the floor plan layout



Fire Protection

1. Develop appropriate fire protection (fire suppression, alarm, and detection) strategy based on occupancy and construction type.
2. Perform water supply analysis to determine quality of available water supply.
3. Coordinate equipment layout and locations.

Electrical

1. Determine electrical load requirements (i.e. 208/120V, Single-phase/Three-Phase or 480/277V, Three-phase)
2. Determine voltage availability in the area from the electrical utility
3. Coordinate any utility infrastructure needs with the utility company (i.e. – utility switches, transformers, utility poles, etc.)
4. Design major equipment components (panel boards, transformers, lighting, and appliance panels) within the electrical spaces with adherence to the National Electrical Code minimum requirements for clearances
5. Determine preliminary panel board sizes
6. For interior lighting, the team will select preliminary luminaires and perform preliminary photometric calculations
7. Develop preliminary parking lot and exterior lighting plan and photometrics
8. Provide preliminary CBP switching requirements to appropriate areas and rooms. Remaining spaces will adhere to energy code requirements

Communications and Security

1. Develop preliminary security system based on coordination with CBP requirements, to include video surveillance system, access control, system, intrusion detection system with a duress
2. Develop preliminary communication system based on coordination with CBP requirements
3. Review communication/security-specific requirements related to CBP room

data sheets

4. Coordinate with Architectural to identify space requirements
5. Establish approximate sizes of major communications components
6. Identify clearances and chases required

TASK 16

Perform internal quality control review on all design documents.

DELIVERABLE

- QA/QC documents can be submitted to SRQ upon request

TASK 17

Develop an outline of front end and technical specifications.

DELIVERABLE

- Outline of Front End and Technical Specifications

TASK 18

Preliminary development and evaluation of construction schedule.

DELIVERABLE

- Preliminary Construction Schedule

TASK 19

Perform a preliminary quantity takeoff of all bid items.

DELIVERABLE

- Preliminary Quantity Takeoff

TASK 20

Prepare preliminary opinion of probable construction costs for each major element of the Project.

DELIVERABLE

- Preliminary Opinion of Probably Construction Cost



TASK 21

Setup and attend one (1) design review meeting with SRQ, CBP, and other stakeholders.

DELIVERABLE

- Meeting Minutes

TASK 22

Review and develop written responses to all comments received

DELIVERABLE

- Responses on Drawings and Specifications in PDF form



Design Development Phase (60%)

The Design Development Phase is intended to expand on the selected alternative identified during the Schematic Design Phase to provide realistic design that all stakeholders can review and evaluate based on the facility needs.

The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction projects in an effort to design a cost-effective Project. The specific services to be provided or furnished for this Phase of the Project are as follows:

TASK 23

REMOVED

TASK 24

Schedule coordination - consultant shall provide continued coordination so that project schedules are met for each phase of work included in this contract. Particular phases of design may be delayed by the FAA and FDOT review process.

DELIVERABLE

- Updated Written Schedule

TASK 25

Prepare Design Development (60%) Drawings incorporating pertinent design aspects of the project and surrounding site.

- a. Drawings include phasing coordination to ensure that this renovation shall not impact the operation of the airport.
- b. Stakeholders input will be incorporated as necessary to verify phasing and layout will meet SRQ requirements

DELIVERABLE

- Design Development Drawings (60%) to SRQ for review and comment

SUBTASKS:

1. Perform project management duties such as project planning, invoice preparation, and coordination of design team.



2. Further develop three-dimensional (BIM) design models.
3. Perform internal constructability review.
4. Design Team shall coordinate between design discipline leads, other design team members, and airport for phasing to incorporate into drawings.

Civil

1. Finalize horizontal pavement geometrical layouts and place sufficient information on drawings to layout proposed pavements in field during construction.
2. Develop preliminary three-dimensional design in order to develop pavement centerline profiles, typical sections, and other grading details for the proposed work.
3. Finalize pavement designs for both the parking lot and taxiway and apron which includes a HMA and PCC pavement section.
4. Develop preliminary drainage designs, including computation of surface water runoff volumes, and layout facilities necessary to accommodate expected flows..
5. Develop water design concept.
6. Develop electrical design concept.
7. Develop fiber design concept.
8. Develop sewer design concept.
9. Develop SWFWMD permit documentation including stormwater routing models, and other necessary documentation. At the end of this phase, an environmental resource permit (ERP) application will be submitted to SWFWMD.
10. Develop preliminary parking marking layouts and continue finalization of the airfield marking layouts.
11. Develop preliminary jointing plans for the PCC and HMA pavement sections.
12. Continue refinement of the airfield lighting and signage layouts and detailing.
13. Develop preliminary designs of structural Project elements, such as catch



basins, manholes, and culverts.

14. Updated draft CSPP based on design progress.
15. Develop a draft storm water pollution prevention plan.
16. Prepare preliminary Contract Drawings (approximately 60% complete) providing sufficient detail for review of design concepts by SRQ, CBP, and FDOT.
17. Develop technical specifications expected to be required for the proposed work.
18. C&S Team shall submit information to SRQ for both the construction safety phasing plan and 7460 form so they can submit electronically to the FAA.

Architectural

1. Conform to Written Program and GAFDG.
2. Further develop building floor plans, building sections and elevations with general dimensions to provide scale and proportions.
3. Define typical construction details.
4. Define wall-types to define required fire and/or acoustical ratings.
5. Finalize Code Compliance Plan.
6. Develop exterior materials, color schedule, and wall sections.
7. Develop Interior materials and color schedule.
8. Define fixture, furniture, and equipment layout.
9. Define door and window schedules.
10. Refine Code Review based on any floor plan modifications since previous phase.

Structural

1. Finalize system types and location of major structural framing.
2. Finalize loading scheme for overall layout of facility



3. Further develop analysis of overall building elements including the following:
 - a. Provide substantially complete Foundation and slab system sizes and layout.
 - b. Begin analyzing and detailing foundation reinforcing and connections between foundation elements and other adjacent structural systems
 - c. Analyze and design slab reinforcing and define areas of thickened slab requirements
 - d. Further develop Structural layout and analysis model of the Lateral Resisting System (Wind and Seismic) including columns, walls, bracing, and roof system
 - e. Provide substantially complete sizing for all columns, walls, roof system elements, and bracing
 - f. Begin creating schedules for foundation, reinforcing, framing, connections, and components and cladding wind pressures
4. Coordinate critical clearance, penetration, and opening requirements through structural systems with architectural and MEP systems
5. Coordinate required structural support for architectural glazing and MEP systems
6. Further develop list of required structural testing and inspections

Plumbing

1. Calculate domestic water heating requirements for the facility
2. Select a sustainable/efficient means for domestic water heating, congruent with facility needs and available fuel or power source(s)
3. Coordinate equipment space requirements with architect and building programming
4. Coordinate utility entry points and invert elevations with civil engineer/utility provider



5. Develop routing of piping mains based on previous calculations and coordinate with foundation plans
6. Coordinate layout of plumbing fixtures with architect
7. Develop technical specifications in accordance with building programming

Mechanical

1. Finalize sizes for HVAC equipment based on load calculations
2. Coordinate with vendors and finalize unit selections for HVAC equipment
3. Ductwork and mechanical pipe routing will be further developed to provide necessary cooling/heating
4. Coordinate with Architectural for ceiling and floor plan layout
5. Diffuser and return locations will be indicated with preliminary airflow rates
6. Develop project specific details
7. Provide updated mechanical schedules based on equipment selections
8. Finalize electrical loads for equipment and coordinate with Electrical
9. Develop preliminary energy calculations.

Fire Protection

1. Develop sprinkler coverage area and layout
2. Develop sprinkler pipe routing
3. Develop fire alarm and notification device layout
4. Develop fire alarm sequence of operations matrix
5. Develop fire protection systems technical specifications
6. Coordinate interfaces with mechanical and electrical systems

Electrical

1. Finalize electrical load requirements



2. Establish utility service and distribution
3. A one-line diagram will be developed with appropriate panel board sizes and feeder sizes with taking into account any voltage drop
4. Stand-by generator and automatic transfer switch will be selected and designed
5. Branch circuits (equipment, receptacles, and lighting) will be designed
6. Panel schedules will be created
7. Power distribution will be provided for all mechanical equipment for heating, cooling and ventilation, and for all communications and security
8. Receptacles and floor boxes will be placed within the floor plan with input from CBP personnel
9. Further Develop parking lot lighting plan and photometrics

Communications and Security

1. Further Develop security system based on previous coordination with CBP and any comments from previous submission
2. Further Develop communication system based on previous coordination with CBP and any comments from previous submission
3. Coordinate with mechanical for cooling requirements for telecom room
4. Develop routing of main above ceiling pathways
5. Coordinate with CBP and SRQ security and IT departments for connection routing and requirements
6. Finalize sizes of major communications components

TASK 26

Develop preliminary front end specifications by reviewing SRQ provided Division 0 and Division 1 documents.

DELIVERABLE

- Preliminary Front End Specifications for review

TASK 27

Develop preliminary technical specifications for each trade

DELIVERABLE

- Preliminary Technical Specifications

TASK 28

Perform internal quality control review on all design documents.

DELIVERABLE

- QA/QC documents can be submitted to SRQ upon request

TASK 29

Update Preliminary development and evaluation of construction schedule.

DELIVERABLE

- Updated Preliminary Construction Schedule

TASK 30

Refine preliminary quantity takeoffs of bid items to further develop opinion of cost.

DELIVERABLE

- Updated Preliminary Quantity Takeoff

TASK 31

Update preliminary opinion of probable construction costs for each major element of the Project.

DELIVERABLE

- Updated Preliminary Opinion of Probable Construction Cost

TASK 32

Setup and attend one (1) design review meeting with SRQ, CBP, and other stakeholders.

DELIVERABLE

- Meeting Minutes

TASK 33



Review and develop written responses to all comments received

DELIVERABLE

- Responses on Drawings and Specifications in PDF form



Construction Documents Phase (90%)

The services included under this Phase shall generally consist of services required to furnish SRQ with a complete set of 90% Contract Documents for the Project, including substantially complete Plans and Specifications for the project.

Services to be performed or furnished during this Phase may include revising the Design Development submittal information to comply with SRQ comments and then completion of the 90% design.

Plans and Specifications, suitable for bidding, will be completed; 90% design will be coordinated with CBP and SRQ. The specific services to be provided or furnished for this Phase of the Project are the following:

TASK 34

REMOVED

TASK 35

Prepare 90% Contract Drawings and Specifications incorporating all design aspects of the project and surrounding site to clearly describe the construction requirements for bidding and execution. This work will include dimensioning and delineation of plans, sections, elevations, and details, as well as schedules to define the work.

- a. Incorporate 60% design review comments in drawings and specifications

DELIVERABLE

- Construction Drawings (90%) to SRQ for review and comment

SUBTASKS:

1. Perform project management duties such as project planning, invoice preparation, and coordination of design team.
2. Finalize three-dimensional (BIM) modeling of the FIS Facility.
3. Perform internal constructability review.
4. Design Team shall coordinate between design discipline leads, other design team members, and airport for phasing to incorporate into drawings.

Civil



1. Finalize three-dimensional design in order to finalize pavement centerline profiles, typical sections, and other grading details for the proposed work.
2. Detail and finalize pavement details, rehabilitation details and pavement sections.
3. Finalize drainage designs and layouts and detail pipe and drainage structure installations.
4. Finalize water design layouts and detailing.
5. Finalize electrical design layouts and detailing.
6. Finalize fiber design layouts and detailing.
7. Finalize sewer design layouts and detailing.
8. Finalize SWFWMD permit documentation.
9. Finalize airfield lighting and signage.
10. Finalize pavement jointing.
11. Finalize pavement marking layouts, and detail installations.
12. Finalize CSPP and include in Specifications and on the Contract Drawings.
13. Prepare soil erosion control plan and stormwater pollution control plan and submit required documents to comply with soil erosion stormwater permit requirements for construction projects.

Architectural

1. Finalize Written Program and compliance with GAFDG.
2. Finalize building floor plans, building sections, and elevations.
3. Finalize construction details.
4. Finalize wall-types end required fire and/or acoustical ratings.
5. Finalize Code Compliance Plan.
6. Finalize exterior materials, color schedule, and wall sections.
7. Finalize Interior materials and color schedule
8. Finalize fixture, furniture, and equipment layout.



9. Finalize Code Review based on any floor plan modifications since previous phase.
10. Finalize door and window schedules.

Structural

1. Finalize analysis of all building elements, coordinated with MEP and Architectural systems, including the following:
 - a. Complete Foundation and slab system sizes and layout.
 - b. Finalize analysis and detailing of foundation reinforcing and connections between foundation elements and other adjacent structural systems.
 - c. Finalize slab reinforcing and areas of thickened slab requirements including connections to walls and foundation elements.
 - d. Finalize Structural layout and analysis model of Lateral Resisting System (Wind and Seismic) including columns, walls, bracing, and roof system.
 - e. Complete sizing for all columns, walls, roof system elements, and bracing.
 - f. Provide analysis and design of all relevant connections throughout structure not including delegated design elements
 - g. Finalize schedules for foundation, reinforcing, framing, connections, and components and cladding wind pressures
2. Provide performance specifications, loading, and criteria for all delegated design elements.
3. Coordinate critical clearance, penetration and opening requirements through structural systems with architectural and MEP systems
4. Coordinate required structural support for architectural glazing, equipment and MEP systems
5. Further develop list of required structural testing and inspections
6. Develop structural calculation package for submission to the AHJ.

Plumbing



1. Finalize coordination with other disciplines
2. Finalize plumbing fixture selections with architect and owner
3. Provide installation details for plumbing fixtures and equipment
4. Finalize equipment selections/capacities, and coordinate power requirements with electrical engineer
5. Finalize routing of pipe mains throughout the facility and coordinate with other MEP infrastructure
6. Route branch piping to all fixtures throughout the facility
7. Finalize technical specifications, and incorporate equipment/fixture schedules into plans
8. Review constructability and location of piping specialties for access/maintenance

Mechanical

1. Finalize HVAC equipment and capacities based on final facility layout
2. Finalize equipment layout in mechanical rooms, on rooftops, and on exterior of facility as necessary
3. Finalize ductwork routing and sizes
4. Finalize mechanical pipe routing and sizes
5. Finalize diffuser and return locations coordinated with ceiling plan and wall layout
6. Finalize project specific details
7. Finalize mechanical schedules based on equipment selections
8. Finalize energy calculations to be submitted with final design documents

Fire Protection

1. Finalize equipment layout, sizes, and locations.
2. Finalize hydraulic calculations.



3. Finalize technical specifications.
4. Finalize drawings and details.

Electrical

1. Finalize coordination with other disciplines for electrical power requirements for equipment
2. Finalize electrical requirements
3. Finalize interior lighting layout and fixtures with ceiling and wall types
4. Finalize exterior lighting layout and fixtures with parking lot design and wall types
5. Finalize switch/controls requirements for each space throughout facility
6. Finalize branch circuits (equipment, receptacles, and lighting)
7. Finalize Panel schedules
8. Finalize design of Stand-by generator and automatic transfer switch

Communications and Security

1. Finalize coordination with CBP and SRQ security and IT departments
2. Finalize sizes of major communications components
3. Finalize security system design
4. Finalize communication system design

TASK 36

Review, Coordinate, and finalize front end specifications for bid package

DELIVERABLE

- Front End Specifications for review

TASK 37

Finalize technical specifications manual for bid package



DELIVERABLE

- Technical Specifications

TASK 38

Perform internal quality control review on all design documents.

DELIVERABLE

- QA/QC documents can be submitted to SRQ upon request

TASK 39

Permit schedule will be finalized for the items to be submitted and anticipated review times.

DELIVERABLE

- Permit Schedule

TASK 40

Pre-application forms and requirements will be developed in preparation for permitting.

DELIVERABLE

- Permit Forms

TASK 41

Finalize development and evaluation of construction schedule.

DELIVERABLE

- Construction Schedule

TASK 42

REMOVED

TASK 43

REMOVED

TASK 44



Setup and attend one (1) design review meeting with SRQ, CBP, and other stakeholders.

DELIVERABLE

- Meeting Minutes

TASK 45

Review and develop written responses to all comments received

DELIVERABLE

- Responses on Drawings and Specifications in PDF form



Construction Documents Phase (100%)

The services included under this Phase fine-tune the 90% Contract Documents for the final development of the construction documents bid package for the Project, including Final Plans, Specifications, and opinion of cost. The specific services to be provided or furnished for this Phase of the Project are the following:

TASK 46

Prepare 100% Contract Drawings incorporating all design aspects of the project and surrounding site.

DELIVERABLE

- Construction Drawings (100%)

SUBTASKS:

1. Perform project management duties such as project planning, invoice preparation, and coordination of design team.
2. Finalize three-dimensional (BIM) design of all elements of the project.
3. All design disciplines to develop and finalize all necessary sections, details, schedules, quantities, and specifications required for final development of bid package and opinion of cost.

TASK 47

Prepare 100% Specifications

DELIVERABLE

- Specifications

TASK 48

Develop calculations packages including:

- a. Structural Calculations
- b. Energy Calculations
- c. Hydraulic Calculations

DELIVERABLE

- Calculations Package



TASK 49

Develop detailed quantity takeoffs of all bid items to refine opinion of cost.

DELIVERABLE

- Final Quantity Takeoff

TASK 50

Finalize opinion of probable construction costs for each major element of the Project.

DELIVERABLE

- Opinion of Probably Construction Cost

TASK 51

Perform final internal quality control review on all design documents.

DELIVERABLE

- QA/QC documents can be submitted to SRQ upon request

TASK 52

Attend a final review meeting with SRQ to discuss and resolve final comments.

DELIVERABLE

- Meeting Minutes

TASK 53

Review and develop written responses to all comments received

DELIVERABLE

- Responses on Drawings and Specifications in PDF form

TASK 54

Submit to all AHJ's required per the permit schedule for permitting.

DELIVERABLE

- Permit Drawings and Specifications in PDF format



D. BIM APPROACH

With all design disciplines in-house, C&S will use Revit (our 3D design platform) for the facility to develop various building systems in concert with one another to produce a coordinated set of construction documents. AutoDesk Civil3D will be used for flatwork to develop surfaces for grading, utility locations, stormwater routing, etc. in coordination with the airport and facility requirements.

The Design-Build team will setup a kickoff meeting with the SMAA BIM Manager to align expectations prior to beginning the modeling process. It is understood that C&S will be provided the SMAA BIM standards (If available) prior to commencement of the modeling process (assumed during initial meeting with the SMAA BIM Manager).

Our standard BIM practice is to provide a 300 Level of Development (LOD), defined as follows:

- Spatially accurate Architectural and building elements depicting a LOD 300 for all building and façade elements
- Spatially accurate MEP elements (i.e. size and maintenance clearances commensurate with equipment selection)
- Manufacturer info and capacities incorporated into families/schedules (provided only on new installation of equipment)
- Structural members depicted at correct size/type (i.e. joist, beams, trusses, etc.).
 - Reinforcement and ancillary steel supports provided as 2D detail items
- Accurate duct sizing/routing coordinated with structure
 - Limited to duct fittings/types provided in Revit template. Does not include custom-fabricated sheet steel objects.
- Sloped piping and routing coordinated with structure (limited to pipe sizes 2-inch and larger)

We suggest splitting Revit models up amongst key design disciplines (coordinated with HCAA standards at kickoff):

- Architectural



- Mechanical & Electrical
- Plumbing
- Structural
- Fire Protection

Further model refinement would be provided by specific worksets tailored to key systems and workflows with other vendors. Real-time model coordination would be accomplished via a central model server, such as Autodesk's coordination for Revit and/or A360.

The construction documents would be submitted at milestone reviews, and finally as Permit Documents for bidding and construction. A separate specifications manual will be provided with the Permit documents.

Final deliverable will be converted to AutoCAD drawings for digital transfer of drawing files.



E. ANTICIPATED SCHEDULE & DELIVERABLES

C&S will approach the project in the key phases tabulated below. C&S acknowledges the importance of the Project Schedule to SRQ and CBP and agrees to put forth reasonable efforts in performing the services under this proposal with due diligence in a manner consistent with the durations listed below. SRQ agrees that C&S' performance must be governed by sound professional practices. The Project Schedule shall be equitably adjusted as the project progresses, allowing for changes in scope caused by unknown conditions, character or size of the project as verbally requested or in-writing by SRQ/SMMA/CBP and/or for delays or other causes beyond C&S' reasonable control.

PHASE	DURATION	SERVICES	DELIVERABLES
Award	July 2021	<ul style="list-style-type: none"> Notice to Proceed 	
Charrette 1	July 2021	<ul style="list-style-type: none"> Kickoff Concept Design Phase 	<ul style="list-style-type: none"> Goals/Objectives list Action Items list
Programming / Concept Phase	6 weeks	<ul style="list-style-type: none"> Geotechnical and Survey Program Definition/Development 	<ul style="list-style-type: none"> Design Report Conceptual rendered floor plan Conceptual Interiors renderings Colors and finishes boards
Airport/CBP Review	2 weeks	<ul style="list-style-type: none"> Review Concept Design Documents 	
Charrette 2	Sept 2021	<ul style="list-style-type: none"> Kickoff Schematic Design Phase 	<ul style="list-style-type: none"> Updated Goals/Objectives list Updated Action Items list
Schematic Design Phase	6 weeks	<ul style="list-style-type: none"> Schematic floorplans and site plans Code compliance and life safety information Utility connection plans 	<ul style="list-style-type: none"> SD Drawings Outline of front end and technical specifications Preliminary Opinion of Cost Finalized Design Report Written responses to all comments received
Airport/CBP Review	2 weeks	<ul style="list-style-type: none"> Review Schematic Design Documents 	
Charrette 3	Nov 2021	<ul style="list-style-type: none"> Kickoff Design Development Phase 	<ul style="list-style-type: none"> Updated Goals/Objectives list Updated Action Items list
Design Development	2 months	<ul style="list-style-type: none"> Development-level design plans Finalize layout of facility Identification of major infrastructure locations and sizes Preliminary foundation/framing loading information 	<ul style="list-style-type: none"> DD Drawings Preliminary front end and technical specifications Updated Opinion of Cost Written responses to all comments received
Airport/CBP Review	2 weeks	<ul style="list-style-type: none"> Review Design Development Documents 	



Charrette 4	Jan 2022	<ul style="list-style-type: none"> Kickoff Construction Documents Phase 	<ul style="list-style-type: none"> Updated Goals/Objectives list Updated Action Items list
90 % Construction Documents	2.5 months	<ul style="list-style-type: none"> Permit-level construction documents, inclusive of details, specifications, and applicable calculations Substantial Completion Opinion of Cost 	<ul style="list-style-type: none"> 90% CD Drawings Substantially complete front end and technical specifications Updated Opinion of Cost Written responses to all comments received
Airport/CBP Review	2 weeks	<ul style="list-style-type: none"> Review 90% Construction Documents 	
100 % Construction Documents	1 months	<ul style="list-style-type: none"> Final construction documents, inclusive of comments after final review Final Opinion of Cost 	<ul style="list-style-type: none"> Permit (100% CD) Drawings Finalized front end and technical specifications Finalized Opinion of Cost Written responses to all comments received
Airport/CBP Review	1 week	<ul style="list-style-type: none"> Review 100% Construction Documents 	
Permitting	4-6 weeks*	<ul style="list-style-type: none"> Respond to permit comments 	<ul style="list-style-type: none"> Submit drawings electronically
Bidding & Award	2 months	<ul style="list-style-type: none"> Prepare Bid Package Advertise Bid 	<ul style="list-style-type: none"> Bid Package

**Dependent on AHJ review process. Typically this takes an average of +/- 30 days*



F. BIDDING & AWARD PHASE

The Bid Phase is that time frame between completion of the design process and beginning of actual construction when SRQ publicly advertises and receives bids, awards contracts to the lowest responsible bidder, and executes a construction contract to perform the work with the successful contractor. C&S shall assist SRQ during this Phase as required.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. C&S shall assist SRQ in advertising for and obtaining bids for the contract for construction, materials, equipment and services.
2. Airport will distribute Bid Documents via upload to Demand Star.
3. Receive and respond as required to questions from potential bidders regarding the Contract Documents.
4. Attend pre-bid conference that is scheduled and conducted by SMAA/SRQ and advise SMAA/SRQ on matters relating to design.
5. Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the SMAA's approval.
6. Prepare bid tabulation sheets.
7. Perform bid reviews
 - a. Assist SMAA/SRQ in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. C&S will review bids and proposals and any relevant market conditions related to such bids, and provide a written evaluation thereof, including a detailed analysis of bids potentially subject to award which may appear to be unreasonably higher or lower than the reconciled estimate (when applicable)
8. Provide a recommendation to award. C&S shall note in the evaluation any irregularities, deviations, qualifications, or conditions set forth in such bids or proposals.



G. CONSTRUCTION ADMINISTRATION SERVICES

The specific services to be provided or furnished for this Phase of the Project are the following:

1. To be scoped and coordinated at a later date.

H. TRAVEL REQUIREMENTS

Given the scope and complexity of this project, C&S has assembled a team of experts, some which will be traveling from out of the tri-county area. The design discipline leads and various members will strategically be traveling into the Sarasota area for coordination with SRQ to attend meetings and perform field/site visits. The following assumptions and guidelines helped development of the allowances for direct expense related fees (shown in attached fee spreadsheets):

1. Assumed seven team members traveling once during Concept Phase and once during 90% Design phase for initial coordination/kickoff and final coordination, respectively.
 - a. Schematic Phase travel anticipated to take 3 days. Allowance accounts for overnight stay for all team members
 - b. 90% Final coordination travel anticipated to take 2 days. Allowance accounts for overnight stay for all team members
2. Assumed three team members traveling once monthly during design for coordination meeting with SRQ



I. MEETINGS

C&S anticipate that, at a minimum, the following meetings throughout the design phase of the project will be required. It is understood that as conditions develop and the need arises for an additional meetings, outside of the below list, the project team will notify SRQ with ample time to gather the appropriate parties for coordination of specific items. The meeting anticipated are as follows:

1. Kickoff Meeting with all stakeholders (Charrette 1)
2. Review of Programming/Concept Design Documents
3. Review Schematic Design Documents
4. Review of Design Development Documents
5. Review of the 90% Construction Documents and Bid Package
6. Final Review Meeting to discuss and resolve 100% Construction Documents

The above meetings will consist of required staff all attending in a virtual capacity, with the exception of the C&S Project Manager and one additional C&S representative in person.

In addition to the above meetings, C&S Project Manager and one additional C&S representative will participate in bi-weekly meetings during design for coordination purposes and to allow for informal review and decision making. These meeting times will be set at the commencement of the project.

C&S will develop an agenda for each meeting and send to team 2 days prior to the meeting for involvement of appropriate parties.

J. EXCLUSIONS & ASSUMPTIONS

The conditions or considerations in developing the scope and fee for the project described above include:

1. C&S has allowed for one coordination meeting bi-weekly with SRQ/CBP for Project Manager and one coordination meeting per month for each design discipline lead for a duration of 10 months.



2. It is assumed all field investigation, surveying, scanning, etc. will be complete by commencement of the Schematic Design (30%) stage for use in the design process.
3. The BIM design process and use of Revit are assumed for design team coordination purposes. It is assumed SRQ is not expecting modeling beyond what is necessary for coordination and to produce construction documents.
4. The proposed engineering fee assumes the Project in its entirety will be designed and submitted in one package. Multiple packages, i.e. early foundation/underground packages, breaking project up into phases, etc. are not included.
5. Redesign efforts due to major SRQ/SMAA/CBP changes in design, after 60% Design Development Phase, from previous submissions is excluded and will be considered an additional service.
6. Design layout narrative and sketch recommendations will be made during Programming/Concept Design phase with minimal generation of drawings as necessary to convey the overall scheme.
7. C&S will provide a design with sustainable considerations in mind and as available to the project. However, it is assumed any type of green certification is not a facility requirement and not a part of this project.
8. Adequate utilities including water supply are provided from the airport and municipal water system. Fire pump, water storage, and associated systems are excluded.
9. Assumed that all permit fees will be directly paid by SRQ/SMAA.

K. ADDITIONAL SERVICES

Additional scope items will be handled on a case by case basis and will incur additional fees.

L. SCHEDULE OF FEES

See attached spreadsheet breakdown for full schedule of fees.

SRQ GENERAL AVIATION FIS FACILITY
SARASOTA MANATEE AIRPORT AUTHORITY



We are looking forward to engaging in this effort with you. If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kerrick Stegmeier II', written in a cursive style.

Kerrick Stegmeier II, P.E.
Department Manager
C&S Engineers, Inc.



Exhibit A - Design Fee Tables

EXHIBIT A FEE ESTIMATE

Project Fee Proposal - C&S Team - Summary Sheet												
SRQ GA FIS Facility												
SRQ/SMAA Project Number: XXX												
April-21												
Basic Design Services		Concept	30%	60%	90%	100%	Total	Bid &	Total	W/MBE %	% W/MBE	% Construction
Engineering & Preconstruction Services		Design	Schematic	Design Dev.	Const. Docs	Final Docs	Design	Award		of Design Fee	Goal	Cost
C&S		\$ 68,139.55	\$ 98,960.95	\$ 114,890.94	\$ 103,752.88	\$ 61,215.40	\$ 444,959.72	\$ 13,182.16	\$ 458,141.87			
Hough		\$ 1,300.00	\$ 1,300.00	\$ 1,440.00	\$ 1,300.00	\$ 720.00	\$ 6,060.00		\$ 6,060.00			
Hyatt		\$ 8,049.51					\$ 8,049.51		\$ 8,049.51	33%	3.00%	
Tierra		\$ 6,149.94					\$ 6,149.94		\$ 6,149.94			
	Design Phase Sub Total	\$ 83,639.01	\$ 98,260.95	\$ 116,330.94	\$ 105,052.88	\$ 61,935.40	\$ 465,219.17	\$ 13,182.16	\$ 478,401.33			
Reimbursable Expenses												
C&S												
Travel / Hotel / Meals - Charrettes		\$ 2,313.00	\$ 224.00	\$ 223.00	\$ 2,313.00		\$ 5,073.00		\$ 5,073.00			
Monthly Travel		\$ 224.00	\$ 224.00	\$ 223.00	\$ 223.00	\$ 223.00	\$ 1,117.00		\$ 1,117.00			
Parking		\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 200.00		\$ 200.00			
Tierra												
Materials / Testing		\$ 5,984.00					\$ 5,984.00		\$ 5,984.00			
Allowances												
Sub Total		\$ 8,561.00	\$ 488.00	\$ 486.00	\$ 2,576.00	\$ 263.00	\$ 12,374.00	\$ -	\$ 12,374.00			
Total Fee, Allowances, Reimbursable Expenses		\$ 92,200.01	\$ 98,748.95	\$ 116,816.94	\$ 107,628.88	\$ 62,198.40	\$ 477,593.17	\$ 13,182.16	\$ 490,775.33			

Programming/Concept Design

Project Fee Proposal - C&S Team - Summary Sheet															
SRQ GA FIS Facility															
SRQ SMAA Project Number XXX															
April-21															
Scope/Task	SGM	DM	ME	CE	SPE	PE	Eng	S. Designer	Designer	PA	SAD	ID	AD	Total	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Part I - Project Definition - C&S															
Task 1		20	4	4	2					8			8	46	
Task 2			2											2	
Task 3		8		12	1					4			4	29	
Task 4		2		2										4	
Task 5		2		4										6	
Task 6		3		8										11	
Task 7		26	2	48	1	4	6	40		48			160	335	
Task 8		4	2							8				14	
Task 9			12		1					4			4	21	
Task 10			10		6	1							4	21	
	Subtotal Hours	4.00	87.00	6.00	84.00	6.00	4.00	6.00	40.00	-	72.00	-	-	180.00	489
	Rate	\$ 89.30	\$ 70.10	\$ 35.00	\$ 38.50	\$ 30.30	\$ 45.00	\$ 34.00	\$ 30.50	\$ 29.00	\$ 63.50	\$ 38.00	\$ 30.00	\$ 30.00	
	Subtotal Direct Labor	\$ 357.20	\$ 6,098.70	\$ 330.00	\$ 4,914.00	\$ 301.80	\$ 180.00	\$ 204.00	\$ 1,220.00	\$ -	\$ 4,572.00	\$ -	\$ -	\$ 5,400.00	\$ 23,577.70
	Subtotal Burdened Labor @ 2.89	\$ 1,032.31	\$17,633.24	\$ 953.70	\$ 14,201.46	\$ 872.20	\$ 520.20	\$ 589.56	\$ 3,325.80	\$ -	\$13,213.08	\$ -	\$ -	\$ 15,696.00	\$ 68,139.53

Programming/Concept Design

Project Fee Proposal - C&S Team - Summary Sheet													
SRQ GA FIS Facility													
SRQ SMAA Project Number: XXX													
April-21													
Scope/Task		CE	SET										Total
		Hours	Hours										
Basic Design Services													
Part I - Project Definition - Hough Engineering Inc													
Identify applicable permit and code requirements and enforcing government agencies		2	2										4
Permit schedule will be created for the permits to be submitted and anticipated review times.		2	1										3
Subtotal Hours		4.00	3.00										7
Rate		\$ 250.00	\$ 140.00										
Subtotal Direct Labor		\$ 850.00	\$ 420.00										\$ 1,300.00
Subtotal Business Labor	1.00	\$ 850.00	\$ 420.00										\$ 1,300.00

Programming/Concept Design

Project Fee Proposal - C&S Team - Summary Sheet													
SRQ GA FIS Facility													
SRQ SMAA Project Number: XXX													
April-21													
Scope/Task	Principal Hours	SPM Hours	PM Hours	ST Hours	SFC Hours	FT3 Hours	FT2 Hours	FT1 Hours	Controller Hours	Clerk Hours	Admin Hours		Total
Basic Design Services													
Part I - Project Definition - Hyatt Surveying													
Hyatt Survey will perform a Topographic Survey in coordination with the Phase 1 Apron Site as located at the Sarasota Bradenton International Airport (SRQ) in Manatee County, Florida.		1	4	24	30	30							89
The survey shall include the location and identification of all above ground, visible structures (including overhead wires) and features along with any accessible subterranean features including pipe inverts with size and													
The client will order a Design ticket and Hyatt Survey will locate all mark or flagged utilities													
Hyatt Survey will determine site elevations on full cross sections within the survey limits and collected at 25-foot stations on aircraft pavement and 50-foot stations on other non-improved surfaces. Elevations will be collected at grade breaks, distinct changes in elevations, at changes in direction on curbing paving, and any prominent feature of the site.													
This survey will be referenced to NAD83 07 or 11 Florida State Plane Coordinates													
All elevations will be referenced to published NGS benchmarks relative to the NAVD 83 vertical datum													
The scope of services assumes that the survey will not be required to follow FAA AC 150/5360-16, 17 and 18. If it is determined by FAA to be necessary, the cost of these services is not included in the Consultant's original Scope of Services and shall therefore be an Additional Service. An existing base map will be developed in CAD from this information													
Subtotal Hours		-	1.00	4.00	24.00	30.00	30.00	-	-	-	-	-	89
Rate	\$ 84.52	\$ 68.24	\$ 48.08	\$ 37.50	\$ 28.00	\$ 21.00	\$ 17.00	\$ 11.00	\$ 30.00	\$ 23.50	\$ 13.00		
Subtotal Direct Labor	\$ -	\$ 68.24	\$ 192.32	\$ 900.00	\$ 840.00	\$ 630.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,630.56
Subtotal Burdened Labor @ 3.06	\$ -	\$ 208.81	\$ 588.90	\$ 2,754.00	\$ 2,570.40	\$ 1,927.80	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 8,049.51

Programming/Concept Design

Project Fee Proposal - C&S Team - Summary Sheet															
SRQ GA FIS Facility															
SRQ SMAA Project Number: XXX															
April-21															
Scope/Task		PM	S Eng	CS	SPE	GE	EI	SS	SET	GF	Designer	Clerical	CE/IA		Total
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
Basic Design Services															
Part 1 - Project Definition - Tierra Geotechnical															
Perform 6 hand augers to a depth of 3 feet below existing ground and two (2) California Bearing Ratio tests in the area of the proposed parking lot.							2		8	6	1				17
Perform four (4) Standard Penetration Tests to a depth of 23 feet below the existing ground surface in the area of proposed structure.							2		2		1				5
Perform soil classifications for all borings performed including as needed laboratory verification testing.					2		6								8
Drill the boring profiles.											4				4
Summarize all testing in a geotechnical report signed and sealed by a FL PE.			2		6		8								16
Subtotal Hours		-	2.00	-	8.00	-	18.00	-	10.00	6.00	6.00	-	-	-	50
Rate		\$ 72.25	\$ 75.37	\$ 57.96	\$ 65.38	\$ 52.59	\$ 34.58	\$ 46.91	\$ 34.00	\$ 27.21	\$ 41.75	\$ 41.93	\$ 29.00		
Subtotal Direct Labor		\$ -	\$ 150.74	\$ -	\$ 523.04	\$ -	\$ 622.44	\$ -	\$ 340.00	\$ 163.26	\$ 250.50	\$ -	\$ -		\$ 2,049.93
Subtotal Burdened Labor @ 3.00		\$ -	\$ 452.22	\$ -	\$ 1,569.12	\$ -	\$ 1,867.32	\$ -	\$ 1,020.00	\$ 489.78	\$ 751.50	\$ -	\$ -		\$ 6,149.94

Schematic Design

Project Fee Proposal - C&S Team - Summary Sheet															
SRQ GA FIS Facility															
SRQ SMAA Project Number: XXX															
April 21															
Scope/Task	SGM	DM	ME	CE	SPE	PE	Eng	S. Designer	Designer	PA	SAD	ID	AD	Total	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Basic Design Services															
Part 1 - Schematic Design - C&S															
Task 1	REMOVED														
Task 1		2													2
Task 1	Schedule coordination - consultant shall provide continued coordination so that project schedules are met for each phase of work included in this contract. Particular phases of design may be delayed by the FAA and FIXOT review process.														
Task 1		2		8	2										12
Task 1	Our team will engage other permitting agencies to begin the coordination process and sharing the preliminary documents and permitting objectives.														
Task 1		9		12	3					4				8	36
Task 1	Update Concept Design Report based on selections/decisions made and comments received during review.														
Task 1		32	8	88	18	28	40	100	8	48		40	120	530	
Task 1	Prepare Schematic Drawings (30%) incorporating all design aspects of the project and surrounding site.														
Task 1	8	5	2	2						8					23
Task 1	Perform internal quality control review on all design documents.														
Task 1		2	1	2	1									4	10
Task 1	Develop an outline of front end and technical specifications.														
Task 1		8													8
Task 1	Preliminary development and evaluation of construction schedule.														
Task 1		2		8			4							4	18
Task 1	Perform a preliminary quantity takeoff of all bid items.														
Task 2		5		8	2		4			6					25
Task 2	Prepare preliminary opinion of probable construction costs for each major element of the Project.														
Task 2		13		4	3					2				2	24
Task 2	Setup and attend one (1) design review meeting with SRQ, C&S, and other stakeholders.														
Task 2		8		12	2					2				4	28
Task 2	Review and develop written responses to all comments received.														
		8.00	88.00	11.00	144.00	31.00	28.00	48.00	100.00	8.00	70.00	-	40.00	142.00	718
	Subtotal Hours														
	Rate	\$ 89.30	\$ 70.10	\$ 55.00	\$ 38.30	\$ 50.30	\$ 45.00	\$ 34.00	\$ 30.50	\$ 29.00	\$ 63.50	\$ 38.00	\$ 30.00	\$ 30.00	
	Subtotal Direct Labor	\$ 714.40	\$ 6,168.80	\$ 603.00	\$ 8,424.00	\$ 1,559.30	\$ 1,260.00	\$ 1,632.00	\$ 3,050.00	\$ 232.00	\$ 4,445.00	\$ -	\$ 1,200.00	\$ 4,260.00	\$ 33,550.50
	Subtotal Biddened Labor @ 2.89	\$ 2,064.62	\$ 17,827.83	\$ 1,748.43	\$ 24,345.36	\$ 4,506.38	\$ 3,641.40	\$ 4,716.48	\$ 8,814.50	\$ 670.48	\$ 12,846.05	\$ -	\$ 3,468.00	\$ 12,311.40	\$ 96,969.95

Schematic Design

Project Fee Proposal - C&S Team - Summary Sheet													
SRQ GA FIS Facility													
SRQ SMAA Project Number XXX													
April-21													
Scope/Task		CE	SET										Total
Basic Design Services		Hours	Hours										
Part 1 - Schematic Design - Hoagh Engineering Inc													
Coordinate with C&S for development of permitting schedule and requirements		4	3										7
Subtotal Hours		4.00	3.00										7
Rate		\$ 220.00	\$ 140.00										
Subtotal Direct Labor		\$ 880.00	\$ 420.00										\$ 1,300.00
Subtotal Burdened Labor @ 1.50		\$ 880.00	\$ 420.00										\$ 1,300.00

Design Development

Project Fee Proposal - C&S Team - Summary Sheet															
SRQ GA FIS Facility															
SRQ SMAA Project Number: XXX															
April 21															
Scope/Task	SGM	DM	ME	CE	SPE	PE	Eng	S. Designer	Designer	PA	SAD	ID	AD	Total	
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Part I - Design Development - C&S															
Task 23 (REMOVED)															
Schedule coordination - consultant shall provide continued coordination so that project schedules are met for each phase of work included in this contract. Particular phases of design may be delayed by the FAA and FDOT review process.		2												2	
Task 24 Prepare Design Development (60%) Drawings incorporating pertinent design aspects of the project and surrounding site.		38	8	112	16	48	48	152		32		24	120	398	
Task 25 Develop preliminary front end specifications by reviewing SRQ provided Division 0 and Division 1			12											12	
Task 26 Develop preliminary technical specifications for each trade			13	2	28	6				12			40	101	
Task 27 Perform internal quality control review on all design documents		12	65	1	4		1			12				37	
Task 28 Update Preliminary development and evaluation of construction schedule.			8											8	
Task 29 Refine preliminary quantity takeoffs of bid items to further develop opinion of cost.			2		6			4					4	16	
Task 30 Update preliminary opinion of probable construction costs for each major element of the Project.			7		4	3	4	4		6				28	
Task 31 Setup and attend one (1) design review meeting with SRQ, CBP, and other stakeholders.			13		4	3				2				24	
Task 32 Review and develop written responses to all comments received.			9		12	2				2				29	
Subtotal Hours		1200	11030	1100	17000	3000	4900	5600	15600	-	6600	-	2400	17000	8545
Rate		\$ 89.30	\$ 70.10	\$ 35.00	\$ 38.50	\$ 30.00	\$ 45.00	\$ 34.00	\$ 30.50	\$ 29.60	\$ 63.50	\$ 38.00	\$ 30.00	\$ 30.00	
Subtotal Direct Labor		\$ 1,071.60	\$ 7,746.05	\$ 605.00	\$ 9,945.00	\$ 1,809.00	\$ 2,205.00	\$ 1,904.00	\$ 4,738.00	\$ -	\$ 4,191.00	\$ -	\$ 720.00	\$ 5,100.00	\$ 39,754.63
Subtotal Burdened Labor @ 2.89		\$ 3,096.92	\$ 22,386.08	\$ 1,748.45	\$ 28,741.05	\$ 4,361.01	\$ 6,372.45	\$ 5,502.56	\$ 13,750.62	\$ -	\$ 12,111.99	\$ -	\$ 2,080.80	\$ 14,739.00	\$ 114,890.94

Design Development

Project Fee Proposal - C&S Team - Summary Sheet													
SRQ GA FIS Facility													
SRQ S/MAA Project Number: XXX													
April-21													
Scope/Task		CE Hours	SET Hours										Total
Basic Design Services													
Part I - Design Development - Hough Engineering Inc													
Coordinate with C&S for development of permitting schedule and requirements		4	4										8
Subtotal Hours		4.00	4.00										8
Rate		\$ 230.00	\$ 140.00										
Subtotal Direct Labor		\$ 880.00	\$ 560.00										\$ 1,440.00
Subtotal Burdened Labor @ 1.00		\$ 880.00	\$ 560.00										\$ 1,440.00

90% Construction Documents

Project Fee Proposal - C&S Team - Summary Sheet															
SRQ GA FIS Facility															
SRQ SMAA Project Number: XXX															
April 21															
Scope/Task	SQM	DM	ME	CF	SPE	PE	Eng	S. Designer	Designer	PA	SAD	ID	AD	Total	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Basic Design Services															
Part I - 90% Construction Documents - C&S															
Task 3	REMOVED														
Task 3	Prepare 90% Contract Drawings and Specifications incorporating all design aspects of the project and surrounding site to clearly describe the construction requirements for bidding and execution. This work will include dimensioning and delineation of plans, sections, elevations, and details, as well as schedules to define the work.		21	8	96	10	56	48	132		32		24	160	587
Task 3	Review, Coordinate, and finalize front end specifications for bid package		12											12	
Task 3	Finalize technical specifications manual for bid package		15	2	24	4					12			40	97
Task 3	Perform internal quality control review on all design documents	12	85	1	4	2	2			8				38	
Task 3	Permit schedule will be finalized for the items to be submitted and anticipated review times.		3											3	
Task 4	Pre-application forms and requirements will be developed in preparation for permitting.		4											4	
Task 4	Finalize development and evaluation of construction schedule.		4											4	
Task 4	REMOVED													0	
Task 4	REMOVED													0	
Task 4	Setup and attend one (1) design review meeting with SRQ, CBP, and other stakeholders		13		4	3				2				24	
Task 4	Review and develop written responses to all comments received		7		12	2				2				31	
	Subtotal Hours	12.00	87.50	11.00	149.00	21.00	58.00	48.00	132.00	-	36.00	-	34.00	210.00	799.5
	Rate	\$ 89.50	\$ 70.10	\$ 55.00	\$ 58.50	\$ 50.50	\$ 45.00	\$ 34.00	\$ 30.50	\$ 29.00	\$ 63.50	\$ 38.00	\$ 30.00	\$ 30.00	
	Subtotal Direct Labor	\$ 1,071.60	\$ 6,133.75	\$ 605.00	\$ 8,190.00	\$ 1,056.30	\$ 2,610.00	\$ 1,632.00	\$ 4,026.00	\$ -	\$ 3,556.00	\$ -	\$ 720.00	\$ 6,300.00	\$ 35,900.65
	Subtotal Burdened Labor @ 2.89	\$ 3,096.92	\$ 17,726.54	\$ 1,748.45	\$ 23,669.10	\$ 3,052.71	\$ 7,342.90	\$ 4,716.48	\$ 11,635.14	\$ -	\$ 10,276.84	\$ -	\$ 2,082.80	\$ 18,207.60	\$ 103,752.88

100% Construction Documents

Project Fee Proposal - C&S Team - Summary Sheet																	
SRQ GA FIS Facility																	
SRQ SMAA Project Number: XXX																	
April 21																	
Scope/Task	SOM	DM	ME	CE	SPE	PE	Eng	S. Designer	Designer	PA	SAD	ID	AD	Total			
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Part 1 - 100% Construction Documents - C&S																	
Task 40	Prepare 100% Contract Drawings incorporating all design aspects of the project and surrounding site		17	2	64	6	20	22	54		8		16	40	249		
Task 41	Prepare 100% Specifications		9	1	12	3				4				8	37		
Task 46	Develop calculations packages including		6	4	18	4		8							40		
	- Structural Calculations																
	- Energy Calculations																
Task 48	Develop detailed quantity takeoffs of all bid items to refine opinion of cost		4	2	2		1							2	11		
	Finalize opinion of probable construction costs for each major element of the Project		6				4	1		4					15		
Task 50	Perform final internal quality control review on all design documents	10	9		4	2	2			4					31		
Task 50	Attend a final review meeting with SRQ to discuss and resolve final comments		9	1	2					2					14		
Task 50	Review and develop written responses to all comments received		6	2	7	2				2				2	21		
Task 50	Submit to all AHP's required per the permit schedule for permitting		4												4		
Subtotal Hours		10.00	70.00	12.00	109.00	21.00	23.00	32.00	54.00	-	24.00	-	16.00	52.00	422		
Rate		\$ 89.30	\$ 70.10	\$ 55.00	\$ 38.50	\$ 50.30	\$ 45.00	\$ 34.00	\$ 30.50	\$ 29.00	\$ 63.50	\$ 38.00	\$ 30.00	\$ 30.00			
Subtotal Direct Labor		\$ 893.00	\$ 4,907.00	\$ 660.00	\$ 6,376.50	\$ 1,056.30	\$ 990.00	\$ 1,088.00	\$ 1,647.00	\$ -	\$ 1,524.00	\$ -	\$ 480.00	\$ 1,560.00	\$ 21,181.80		
Subtotal Indirect Labor @ 2.89		\$ 2,580.77	\$14,181.23	\$ 1,937.40	\$ 18,428.09	\$ 3,052.71	\$ 2,861.10	\$ 3,144.32	\$ 4,759.83	\$ -	\$ 4,404.36	\$ -	\$ 1,387.20	\$ 4,508.40	\$ 61,215.40		

100% Construction Documents

Project Fee Proposal - C&S Team - Summary Sheet													
SRQ GA FIS Facility													
SRQ SMAA Project Number: XXX													
April-21													
Scope/Task		CE	SET										Total
		Hours	Hours										
Basic Design Services													
Part 1 - 100% Construction Documents - Hough Engineering Inc.													
Submit as all AHP's required per the permit schedule for permitting.		2	2										4
Subtotal Hours		2.00	2.00										4
Rate		\$ 220.00	\$ 140.00										
Subtotal Direct Labor		\$ 440.00	\$ 280.00										\$ 720.00
Subtotal Burdened Labor @ 1.00		\$ 440.00	\$ 280.00										\$ 720.00

Bid and Award

Project Fee Proposal - C&S Team - Summary Sheet															
SRQ GA FIS Facility															
SRQ SMAA Project Number: XXX															
April 21															
Scope/Task	SOM	DM	ME	CE	SFE	PE	Eng	S. Designer	Designer	PA	SAD	ID	AD	Total	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Part 1 - Bid & Award - C&S															
	General														
C&S shall assist SRQ in advertising for and obtaining bids for the contract for construction, materials, equipment and services.		1													1
Receive and respond as required to questions from potential bidders regarding the Contract Documents.		7	2	6	6										21
Attend pre-bid conference that is scheduled and conducted by SMAA-SRQ and advise SMAA-SRQ on matters relating to design.		12												8	20
Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the SMAA's approval.		5	1	6	4	2		2		2				12	34
Prepare bid evaluation sheets.		2													2
Perform bid reviews.		2													2
Assist SMAA-SRQ in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. C&S will review bids and proposals and any relevant market conditions related to such bids, and provide a written evaluation thereof, including a detailed analysis of bids potentially subject to award which may appear to be unreasonably higher or lower than the reconciled estimate (when available).		2													2
Provide a recommendation to award. C&S shall note in the evaluation any irregularities, deviations, qualifications, or conditions set forth in such bids or proposals.			2												2
Subtotal Hours		33.00	3.00	12.00	10.00	2.00	-	2.00	-	2.00	-	-	-	20.00	84
Rate	\$ 89.30	\$ 70.10	\$ 55.00	\$ 38.50	\$ 30.30	\$ 45.00	\$ 34.00	\$ 30.50	\$ 29.00	\$ 63.50	\$ 38.00	\$ 30.00	\$ 30.00		
Subtotal Direct Labor	\$ -	\$ 2,313.30	\$ 165.00	\$ 702.00	\$ 503.00	\$ 90.00	\$ -	\$ 61.00	\$ -	\$ 127.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 4,361.30
Subtotal Burdened Labor @ 2.89	\$ -	\$ 6,685.44	\$ 476.85	\$ 2,028.78	\$ 1,453.67	\$ 260.10	\$ -	\$ 176.29	\$ -	\$ 357.03	\$ -	\$ -	\$ -	\$ 1,734.00	\$ 13,182.16

C+S Direct Expenses

IRS STANDARD MILEAGE RATE	\$ 0.580	BASED ON IRS WEBSITE FOR CURRENT MILEAGE RATES
SINGLE AIRLINE COST	\$ 500	ESTIMATED SINGLE TICKET COST PER TRAVELER
DAILY AUTO RENTAL RATE	\$ 45	UTILIZING C&S RATES
NIGHTLY HOTEL RATE	\$ 225	BASED ON ESTIMATED RATES IN PROJECT AREA
DAILY MEAL RATE	\$ 50	ADJUSTED BASED ON ANTICIPATED NO OF MEALS PER DAY
PARKING PER VEHICLE, PER TRIP	\$ 20	VARIABLES PER TRIP, PER DURATION OF STAY

	DESCRIPTION	TRAVELERS	MILES	NO. FLIGHT	NO. HOTEL	NO. MEALS	NO. CAR DAYS	EXPENSE
1	PART 1 - Concept Travel	4	385	2	4	2	2	\$ 2,313
2	PART 1 - Schematic Travel	2	385					\$ 223
3	PART 1 - Design Development	2	385					\$ 223
4	PART 1 - 90% CD Travel	4	385	2	4	2	2	\$ 2,313
5	PART 1 - Monthly Travel (10 months)	1	1925					\$ 1,117

SUM	\$ 6,190
ADJUST	
TOTAL	\$ 6,190

	DESCRIPTION	TRAVELERS	TRIPS	EXPENSE
6	PART 1 - Parking	Varies	10	\$ 200

Expenses

Design Expenses

Geotechnical Field Investigation				
Work Elements				
Perform 6 hand augers to 5 feet = 30 LF				
Perform 4 - SPTs to a depth of 25 feet = 100 LF				
Perform 2 CBRs				
Item Description	Unit	Unit Price	Qty	Total
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 350.00	1	\$ 350.00
Geo SPT Truck 0-50 Ft	LF	\$ 12.90	100	\$ 1,290.00
Geo Grout Boreholes- Truck 0-050 Ft	LF	\$ 5.25	100	\$ 525.00
Geo Temp Casing 3" Truck 0-050 Ft	LF	\$ 8.50	40	\$ 340.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 10.50	30	\$ 315.00
434-Geo Ground Penetrating Radar (GPR)	Day	\$ 2,800.00	0.5	\$ 1,400.00
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 42.00	10	\$ 420.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 10.00	6	\$ 60.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 42.00	2	\$ 84.00
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	\$ 130.00	4	\$ 520.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)/CBR	Test	\$ 340.00	2	\$ 680.00
Field and Laboratory Testing				\$ 5,984.00



Exhibit B - Audited Overhead Sheets

C&S ENGINEERS, INC.
(A WHOLLY-OWNED SUBSIDIARY OF
C&S WORLDWIDE HOLDINGS, INC.)

SCHEDULES OF OVERHEAD COST RATES

December 31, 2019

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OF C&S WORLDWIDE HOLDINGS, INC.)

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Dermody, Burke & Brown, CPAs, LLC

INDEPENDENT AUDITORS' REPORT

BOARD OF DIRECTORS OF C&S ENGINEERS, INC. (A WHOLLY-OWNED SUBSIDIARY OF C&S WORLDWIDE HOLDINGS, INC.)

Report on the Schedules of Overhead Cost Rates

We have audited the accompanying Schedules of Overhead Cost Rates of **C&S ENGINEERS, INC. (A WHOLLY-OWNED SUBSIDIARY OF C&S WORLDWIDE HOLDINGS, INC.)** ("the Company"), which comprise the CONR-385, Part III, Schedules A-F, (hereinafter referred to as "the Schedules") for the year ended December 31, 2019, and the related notes to the Schedules.

Management's Responsibility for the Schedules

Management is responsible for the preparation and fair presentation of these Schedules in accordance with accounting practices prescribed by Part 31 of the Federal Acquisition Regulations (FAR), as described in Note 2. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Schedules that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the Schedules based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedules are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Schedules. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the Schedules, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the Schedules in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Schedules.

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Auditor's Responsibility – Continued

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion on Regulatory Basis of Accounting

In our opinion, the Schedules referred to above present fairly, in all material respects, the direct labor, fringe benefits and general overhead and facilities capital cost of money of the Company for the year ended December 31, 2019, in accordance with the financial reporting provisions of the Federal Acquisition Regulations (FAR) described in Note 2.

Basis of Accounting

We draw attention to Note 2 of the Schedules, which describes the basis of accounting. The Schedules are prepared in accordance with the financial reporting practices permitted by Part 31 of the Federal Acquisition Regulations (FAR), which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect this matter.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 27, 2020, on our consideration of the Company's internal control over financial reporting as it relates to the Schedules and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters, including provisions of the applicable sections of Part 31 of the Federal Acquisition Regulations. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Company's internal control over financial reporting and compliance.

Restriction of Use

This report is intended solely for the information and use of the Board of Directors and management of the Company and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulations and is not intended to be, and should not be, used by anyone other than these specified parties.

Dermody, Burke & Brown

DERMODY, BURKE & BROWN, CPAs, LLC

Syracuse, NY

May 27, 2020

C&S ENGINEERS, INC. (A WHOLLY-OWNED SUBSIDIARY
OF C&S WORLDWIDE HOLDINGS, INC.)

AUDITED SCHEDULES OF OVERHEAD COST RATES

CONR-385, PART III, SCHEDULE A
Year Ended December 31, 2019

SENIOR EXECUTIVE COMPENSATION ¹

Name	Title	(a) Wages/ Salary	(b) Bonus	(c) Deferred Compensation	(d) Employer Contribution to Pension Plan	(e) Total Compensation (a) thru (d)	**	(f) Estimated Reasonable Total Compensation	(g) Compensation Exceeding Reasonableness (if any)	(h) Direct Excess Compensation	*	(i) Indirect Excess Compensation
None in Excess		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0		\$ 0	\$ 0	\$ 0		\$ 0

* Note: Column (g) is distributed to column (h) and (i) based on actual hours charged as direct/indirect.

** Determined by firm in accordance with Chapter 7 of the AASHTO Uniform Audit and Accounting Guide and FAR 31.205-6.

¹ The Benchmark Executive Compensation Amount for fiscal year 2014 of \$1,144,888 was utilized. This compensation benchmark has been changed by the Bipartisan Budget Act of 2013. The new maximum amount the government is willing to participate in, regardless of the size of the Company, is \$540,000. We confirm that no allowable compensation exceeded this new benchmark.

See notes to schedules of overhead cost rates.

**C&S ENGINEERS, INC. (A WHOLLY-OWNED SUBSIDIARY
OF C&S WORLDWIDE HOLDINGS, INC.)**

CONR-385, PART III, SCHEDULE B
Year Ended December 31, 2019

COMPUTATION OF DIRECT PAYROLL BASE

	Total	Amount Allocable to This Unit
DIRECT LABOR		
Direct Payroll (Including Premium OT)	\$ 22,464,738	\$ 22,464,738
Principal/Partner's Direct Time (Total)	<u>0</u>	<u>0</u>
Total Direct Labor	22,464,738	22,464,738
DEDUCTIONS		
Direct Portion of Salaries in Excess of Reasonable Compensation [from Part III, Schedule A, Column (h)]	0	0
Premium Portion of Overtime	89,911	89,911
Prevailing Wages or Benefits in Excess of Normal Rates	<u>0</u>	<u>0</u>
Total Deductions	<u>89,911</u>	<u>89,911</u>
TOTAL SCHEDULE B	<u><u>\$ 22,374,827</u></u>	<u><u>\$ 22,374,827</u></u>

See notes to schedules of overhead cost rates.

C&S ENGINEERS, INC. (A WHOLLY-OWNED SUBSIDIARY
OF C&S WORLDWIDE HOLDINGS, INC.)

CONR-385, PART III, SCHEDULE C
Year Ended December 31, 2019

COMPUTATION OF ALLOWABLE INDIRECT COST

<u>Account Classification</u>	(a) Total Amount	(b) Amount Allocable to This Unit	(c) Direct Costs This Unit	(d) Indirect Costs This Unit Column B Less Column C	(e) Unallowable Per Federal Acquisition Regulations	(f) Allowable Indirect Costs This Unit Column D Less Column E
Fringe Benefits and Payroll Burden:						
Employer's FICA	\$ 2,849,924	\$ 2,849,924	\$ 0	\$ 2,849,924	\$ 0	\$ 2,849,924
Federal and State Unemployment Insurance	169,319	169,319	0	169,319	0	169,319
Disability Insurance	10,494	10,494	0	10,494	0	10,494
Workers' Compensation	382,010	382,010	0	382,010	0	382,010
Health Insurance and Dental/Group						
Life Insurance	2,715,142	2,715,142	0	2,715,142	0	2,715,142
Retirement and Profit Sharing	920,413	920,413	0	920,413	0	920,413
Group Life Insurance	59,857	59,857	0	59,857	0	59,857
	<u>\$ 7,107,159</u>	<u>\$ 7,107,159</u>	<u>\$ 0</u>	<u>\$ 7,107,159</u>	<u>\$ 0</u>	<u>\$ 7,107,159</u>

See notes to schedules of overhead cost rates.

C&S ENGINEERS, INC. (A WHOLLY-OWNED SUBSIDIARY
OF C&S WORLDWIDE HOLDINGS, INC.)

CONR-385, PART III, SCHEDULE C
Year Ended December 31, 2019

COMPUTATION OF ALLOWABLE INDIRECT COST – Continued

	(a) Total Amount	(b) Amount Allocable to This Unit	(c) Direct Costs This Unit	(d) Indirect Costs This Unit Column B Less Column C	(e) Unallowable Per Federal Acquisition Regulations	(f) Allowable Indirect Costs This Unit Column D Less Column E
<u>Account Classification - Continued</u>						
Indirect Payroll:						
Indirect Technical Time	\$ 3,570,366	\$ 3,570,366	\$ 0	\$ 3,570,366	\$ 0	\$ 3,570,366
Administrative Payroll	3,105,403	3,105,403	0	3,105,403	0	3,105,403
Project Development	4,259,495	4,259,495	0	4,259,495	0	4,259,495
Excused Absences	199,007	199,007	0	199,007	0	199,007
Vacation and Holidays	3,453,949	3,453,949	0	3,453,949	0	3,453,949
Sick Leave	374,249	374,249	0	374,249	0	374,249
Bonus and Other Pay	3,692,322	3,692,322	0	3,692,322	0	3,692,322
	<u>\$ 18,654,791</u>	<u>\$ 18,654,791</u>	<u>\$ 0</u>	<u>\$ 18,654,791</u>	<u>\$ 0</u>	<u>\$ 18,654,791</u>

See notes to schedules of overhead cost rates.

C&S ENGINEERS, INC. (A WHOLLY-OWNED SUBSIDIARY
OF C&S WORLDWIDE HOLDINGS, INC.)

CONR-385, PART III, SCHEDULE C
Year Ended December 31, 2019

COMPUTATION OF ALLOWABLE INDIRECT COST – Continued

	(a) Total Amount	(b) Amount Allocable to This Unit	(c) Direct Costs This Unit	(d) Indirect Costs This Unit Column B Less Column C	(e) Unallowable Per Federal Acquisition Regulations	(f) Allowable Indirect Costs This Unit Column D Less Column E
<u>Account Classification - Continued</u>						
Occupancy and Other Fixed Overhead:						
Rent (Note 2)	\$ 2,122,353	\$ 2,122,353	\$ 0	\$ 2,122,353	\$ 155,336	\$ 1,967,017
Utilities	132,681	132,681	0	132,681	0	132,681
Depreciation	825,181	825,181	0	825,181	0	825,181
Property Insurance	12,056	12,056	0	12,056	0	12,056
Professional Liability	300,214	300,214	0	300,214	0	300,214
Maintenance and Repairs	361,995	361,995	0	361,995	0	361,995
Business Taxes (Other Than FIT)	51,110	51,110	0	51,110	0	51,110
Telephone and Internet	714,956	714,956	0	714,956	0	714,956
Other (Specify): General Liability	413,589	413,589	0	413,589	0	413,589
Other (Specify): Sales Tax	121,913	121,913	0	121,913	0	121,913
	<u>\$ 5,056,048</u>	<u>\$ 5,056,048</u>	<u>\$ 0</u>	<u>\$ 5,056,048</u>	<u>\$ 155,336</u>	<u>\$ 4,900,712</u>

See notes to schedules of overhead cost rates.

C&S ENGINEERS, INC. (A WHOLLY-OWNED SUBSIDIARY
OF C&S WORLDWIDE HOLDINGS, INC.)

CONR-385, PART III, SCHEDULE C
Year Ended December 31, 2019

COMPUTATION OF ALLOWABLE INDIRECT COST – Continued

	(a) Total Amount	(b) Amount Allocable to This Unit	(c) Direct Costs This Unit	(d) Indirect Costs This Unit Column B Less Column C	(e) Unallowable Per Federal Acquisition Regulations	FAR Ref.	(f) Allowable Indirect Costs This Unit Column D Less Column E
<u>Account Classification - Continued</u>							
All Other Allowable Indirect Expenses:							
Travel and Auto	\$ 1,123,876	\$ 1,123,876	\$ 0	\$ 1,123,876	\$ 1,463	(J)	\$ 1,122,413
Dues and Subscriptions	232,616	232,616	0	232,616	0		232,616
Accounting and Auditing	286,274	286,274	0	286,274	0		286,274
Legal and Professional Consulting	195,824	195,824	0	195,824	0		195,824
Office Supplies	558,024	558,024	0	558,024	0		558,024
Technical Supplies	192,505	192,505	0	192,505	0		192,505
Office Equipment Rental	1,976,864	1,976,864	0	1,976,864	0		1,976,864
Printing and Reproduction	282,284	282,284	0	282,284	0		282,284
Computer Expense	249,733	249,733	0	249,733	0		249,733
Recruiting	162,082	162,082	0	162,082	0		162,082
Education and Training	259,692	259,692	0	259,692	0		259,692
Workshops and Seminars	193,352	193,352	0	193,352	0		193,352
	<u>\$ 5,713,126</u>	<u>\$ 5,713,126</u>	<u>\$ 0</u>	<u>\$ 5,713,126</u>	<u>\$ 1,463</u>		<u>\$ 5,711,663</u>

See notes to schedules of overhead cost rates.

C&S ENGINEERS, INC. (A WHOLLY-OWNED SUBSIDIARY
OF C&S WORLDWIDE HOLDINGS, INC.)

CONR-385, PART III, SCHEDULE C
Year Ended December 31, 2019

COMPUTATION OF ALLOWABLE INDIRECT COST – Continued

	(a) Total Amount	(b) Amount Allocable to This Unit	(c) Direct Costs This Unit	(d) Indirect Costs This Unit Column B Less Column C	(e) Unallowable Per Federal Acquisition Regulations	FAR Ref.	(f) Allowable Indirect Costs This Unit Column D Less Column E
<u>Account Classification - Continued</u>							
Unallowable Expenses:							
Interest	\$ 540,309	\$ 540,309	\$ 0	\$ 540,309	\$ 540,309	(B)	\$ 0
Contributions	36,215	36,215	0	36,215	36,215	(E)	0
Entertainment	226,583	226,583	0	226,583	226,583	(A)	0
Bad Debts	220,000	220,000	0	220,000	220,000	(C)	0
Other Losses	11,265	11,265	0	11,265	11,265	(F)	0
State Income Tax	311,538	311,538	0	311,538	311,538	(K)	0
Federal Income Tax	743,502	743,502	0	743,502	743,502	(K)	0
Other (Specify):							
Officer's Life Insurance (Key-Man)	1,735	1,735	0	1,735	1,735	(H)	0
Advertising	809,710	809,710	0	809,710	809,710	(G)	0
Employee Benefits	26,108	26,108	0	26,108	26,108	(I)	0
Business Development	326,675	326,675	0	326,675	326,675	(D)	0
Outside Marketing	53,976	53,976	0	53,976	53,976	(G)	0
	<u>\$ 3,307,616</u>	<u>\$ 3,307,616</u>	<u>\$ 0</u>	<u>\$ 3,307,616</u>	<u>\$ 3,307,616</u>		<u>\$ 0</u>
Total Schedule C	<u>\$ 39,838,740</u>	<u>\$ 39,838,740</u>	<u>\$ 0</u>	<u>\$ 39,838,740</u>	<u>\$ 3,464,415</u>		<u>\$ 36,374,325</u>

See notes to schedules of overhead cost rates.

CONR-385, PART III, SCHEDULE C
Year Ended December 31, 2019

COMPUTATION OF ALLOWABLE INDIRECT COST – Continued

FAR References:

- (A) 31.205-14 - Entertainment costs are unallowable.
- (B) 31.205-20 - Interest on borrowings are unallowable.
- (C) 31.205-3 - Bad debts, including actual or estimated losses, arising from uncollectible accounts receivable are unallowable.
- (D) Consist of costs: 31.205-51 - Costs of alcoholic beverages. 31.205-1(f)(4) Costs of ceremonies such as corporate celebrations. Both are unallowable.
- (E) 31.205-8 - Contributions or donations, regardless of recipient, are unallowable.
- (F) 31.201-2(a)(2) - Costs that are not incurred specifically for a contract, that do not benefit the contract and other work, and are not necessary to the overall operations of the business are not allocable, and therefore not allowable.
- (G) 31.205-1 - Public relations and advertising costs, other than those required by contract, or that arise from requirements of government contracts, are unallowable.
- (H) 31.205-19 - Costs for "key-man" life insurance where the Company is named as the beneficiary are unallowable.
- (I) 31.205-6(m)(1) - The cost of fringe benefits are only allowable to the extent that they are reasonable and required by law, employer-employee agreement, or an established policy of the contractor.
- (J) 31.205-6(m)(2) - The cost of company-furnished automobiles that relates to personal use by employees is unallowable.
- (K) 31.205-41(b) Federal income and excess profits taxes and income tax accruals designed to account for the tax effects of differences between taxable income and pretax income as reflected by the books of account and financial statements are unallowable.

See notes to schedules of overhead cost rates.

**C&S ENGINEERS, INC. (A WHOLLY-OWNED SUBSIDIARY
OF C&S WORLDWIDE HOLDINGS, INC.)**

CONR-385, PART III, SCHEDULES D AND E
Year Ended December 31, 2019

**SCHEDULE D – RECONCILIATION OF TOTAL EXPENSES
WITH FINANCIAL STATEMENTS**

Total Schedule C Expenses (Column A)	\$ 39,838,740
Less: Non-Financial Statement Items (Specify)	
None	0
Plus: Total Direct Labor Base (Schedule B Before Deductions)	22,464,738
Other Adjustments	<u>0</u>
Total Financial Statement Expenses (Excluding Direct Costs of \$19,922,903)	<u><u>\$ 62,303,478</u></u>

SCHEDULE E – INDIRECT COST COMPUTATION

1. Total Schedule C Allowable (Column F):	
Fringe Benefits	\$ 7,107,159
Indirect Payroll	18,654,791
Occupancy and Other Fixed Overhead	4,900,712
Other Allowable Expenses	<u>5,711,663</u>
Total	36,374,325
Less:	
Executive Compensation (Schedule A, Column I)	<u>0</u>
Net Allowable Indirect Cost	<u><u>\$ 36,374,325</u></u>
2. Total Schedule B Allowable Direct Payroll Base	<u><u>\$ 22,374,827</u></u>
3. Indirect Cost Rate (equating to #1/#2 x 100)	<u><u>162.57%</u></u>

See notes to schedules of overhead cost rates.

**C&S ENGINEERS, INC. (A WHOLLY-OWNED SUBSIDIARY
OF C&S WORLDWIDE HOLDINGS, INC.)**

CONR-385, PART III, SCHEDULE F
Year Ended December 31, 2019

DISTRIBUTION OF FIELD AND OFFICE EXPENSES

	Amount	Percent		
1. Direct Labor:				
Office Engineering	\$ 19,757,763	88%		
Field Engineering	<u>2,617,064</u>	12%		
Total	<u>\$ 22,374,827</u>			
	Total	Field	Office	Non- Attributable
2. Indirect Cost:				
Indirect Technical Payroll	\$ 10,839,333	\$ 387,950	\$ 10,029,318	\$ 422,065
Administrative and Executive Payroll	7,815,458	0	0	7,815,458
Fringe Benefits	7,107,159	1,037	15,530	7,090,592
Occupancy and Other Fixed Overhead	4,900,712	27,519	34,459	4,838,734
Computer/CADD	249,733	0	870	248,863
Printing and Reproduction	282,284	0	2,721	279,563
Other Allowable Expenses	5,179,646	24,843	405,285	4,749,518
Less: Excess Compensation	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Subtotal	36,374,325	441,349	10,488,183	25,444,793
Distribution of Non-Attributable	<u>0</u>	<u>2,976,142</u>	<u>22,468,651</u>	<u>(25,444,793)</u>
Total Allowable Indirect Cost	<u>\$ 36,374,325</u>	<u>\$ 3,417,491</u>	<u>\$ 32,956,834</u>	<u>\$ 0</u>
3. Overhead Cost Rate (Equates to #2/#1 x 100)	<u>163%</u>	<u>131%</u>	<u>167%</u>	

See notes to schedules of overhead cost rates.

**C&S ENGINEERS, INC. (A WHOLLY-OWNED SUBSIDIARY
OF C&S WORLDWIDE HOLDINGS, INC.)**

NOTES TO SCHEDULES OF OVERHEAD COST RATES

December 31, 2019

NOTE 1 – NATURE OF OPERATIONS

C&S Engineers, Inc. (a Wholly-Owned Subsidiary of C&S Worldwide Holdings, Inc.) (“the Company”) is located at 499 Col. Eileen Collins Boulevard, Syracuse, New York, and is engaged in the business of providing professional consulting services to private and public-sector customers nationally. The Company was formed on July 1, 2000.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accompanying Schedules of Overhead Cost Rates (“the Schedules”) are prepared on the basis of accounting practices prescribed by the Federal Acquisition Regulations (FAR), Part 31, Contract Cost Principles and Procedures (“the Principles”). Accordingly, the Schedules are not intended to present the results of operations of the Company in conformity with accounting principles generally accepted in the United States of America.

The Principles specify allowable and unallowable costs. Allowable costs generally include all costs that are reasonable, allocable, and meet the standards promulgated by the Cost Accounting Standards Board, if applicable. Generally accepted accounting principles and practices appropriate to the circumstances are otherwise required under the terms of the contract and are not specifically limited as per the Principles.

Unallowable costs are generally defined as costs not meeting the definition of an allowable cost or as costs that are specifically stated as unallowable or limited by the Principles or the New York State Department of Transportation (NYSDOT).

**C&S ENGINEERS, INC. (A WHOLLY-OWNED SUBSIDIARY
OF C&S WORLDWIDE HOLDINGS, INC.)**

NOTES TO SCHEDULES OF OVERHEAD COST RATES

December 31, 2019

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES – Continued

Use of Estimates

The preparation of the Schedules in conformity with the Principles requires management to make estimates and assumptions that affect the amounts reported in the Schedules and accompanying notes. Accordingly, actual results could differ from those estimates.

Project Costs

Project costs are recognized on an accrual basis of accounting using a job order system of cost accounting. Direct project costs are accumulated through specific identification by project number. Indirect costs are those that are not directly identified with a specific project or are impractical to be identified with a specific project but are necessary to complete the project.

Description of Overhead Rate Structure

The overhead rate is calculated on a Company-wide basis. All allowable indirect costs are allocated based on a percentage of direct labor. No other rate structures are utilized.

In addition to direct labor, the Company consistently charges certain non-salary direct project costs to the respective project. Refer to Other Direct Cost Accounts and Charge Rates on page 18 for a listing of such costs.

Costs incurred by related businesses are allocated in the same manner as those incurred by the Company.

Job Cost Accounting System

With regard to contracts that bill for labor hours, the Company maintains a job-order cost accounting system for the recording and accumulating of costs incurred under its contracts. Each project is assigned a job number so that costs may be segregated and accumulated in the Company's job-order cost accounting system.

**C&S ENGINEERS, INC. (A WHOLLY-OWNED SUBSIDIARY
OF C&S WORLDWIDE HOLDINGS, INC.)**

NOTES TO SCHEDULES OF OVERHEAD COST RATES

December 31, 2019

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES – Continued

Description of Labor Related Costs

Project Labor – The Company charges actual direct labor to the appropriate project.

Paid Time Off – The Company has established policies which compensate employees for absences due to vacation and sickness based on service requirements. There are no policies with regard to comp time. Upon separation of employment, employees receive a percentage of unused vacation paid out to them based on the date of separation.

Contract Labor – The Company uses outside professional services as needed to complete projects. The services are project specific and thus these costs are charged directly to the individual project.

Premium Overtime – The premium portion of overtime compensation is segregated in the Company's general ledger and included in the indirect cost pool.

Uncompensated Overtime – The uncompensated portion of overtime incurred by employees charging direct project time is accounted for, by individual project, in a separate general ledger account, which is classified as an indirect cost.

Highly Compensated Employees/Officers/Owners

FAR Section 31.205-6(p) sets a specific dollar limit on the compensation, as defined in FAR Section 31.205-6(a), of "senior executives." Management identified the forms of compensation paid to the Company's senior executives, concluding that all such forms were allowable. Management then utilized the 2020 National Compensation Matrix ("the NCM") to evaluate the reasonableness of total compensation for each individual deemed a senior executive. Total 2019 compensation for all of the ten individuals deemed a senior executive was less than that computed by the NCM for the respective position.

Pension Plan

The Company has a 401(k) pension plan, meeting the requirements of FAR Section 31.205-6(j), to which it makes a cash contribution equal to 50% of the salary reduction elected by each employee up to a maximum of 4% of regular compensation.

The Company had no other deferred compensation agreements.

**C&S ENGINEERS, INC. (A WHOLLY-OWNED SUBSIDIARY
OF C&S WORLDWIDE HOLDINGS, INC.)**

NOTES TO SCHEDULES OF OVERHEAD COST RATES

December 31, 2019

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES – Continued

Depreciation and Leasing Policies

Certain assets are purchased and depreciated, while others are leased and considered operating leases. Annual lease costs are included in the overhead pool.

The depreciation reflected on the Company's financial statements differs from the acceptable depreciation for federal income tax purposes. Because the financial statement amounts included in the overhead pool are lower than the amounts used for federal income tax purposes, the amounts included in the Schedule of Indirect Cost Pools are allowable under FAR Section 31.205-11(e).

Related Party Transactions

The Company is a wholly-owned subsidiary of C&S Worldwide Holdings, Inc. The Company leases a commercial building located at 499 Col. Eileen Collins Boulevard, Syracuse, NY 13212 from Approach Associates, LLC ("Approach"), which is also a wholly-owned subsidiary of C&S Worldwide Holdings, Inc. This lease agreement expires in February 2022. Effective July 2017, a lease modification was executed reducing the monthly rental payments. In accordance with the lease agreement and modification, annual rent payments of \$600,000 was paid to Approach and included in rent expense for the year ended December 31, 2019. The calculation to determine the allowable portion of the rent is as follows:

Total Rent Expense	\$ 600,000
Plus: Facilities Capital Cost of Money	161,412
Less:	
Income Included in Rent Charges	102,032
Unallowable Interest Expense	<u>214,716</u>
	<u>316,748</u>
Allowable Portion of Related Party Rent	<u><u>\$ 444,664</u></u>

Consequently, rental expense has been adjusted downward by \$155,336 to reflect the provisions of FAR Section 31.205-36(b)(3).

**C&S ENGINEERS, INC. (A WHOLLY-OWNED SUBSIDIARY
OF C&S WORLDWIDE HOLDINGS, INC.)**

NOTES TO SCHEDULES OF OVERHEAD COST RATES

December 31, 2019

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES – Continued

Personal Use of Company Vehicles

The officers of the Company have personal usage of Company vehicles, which is tracked through vehicle logs. Amounts attributable to this personal use (\$1,463 for 2019) were disallowed in compliance with FAR 31.205-6(m)(2).

Facilities Capital Cost of Money

Facilities capital cost of money has been calculated in accordance with FAR Section 31.205-10, using average net book values of equipment and facilities multiplied by the average treasury rate for the applicable period. Equipment and facilities include furniture and fixtures, computer equipment, vehicles, and leasehold improvements. The calculation is as follows:

Facilities Capital Cost of Money

Average Net Book Value of Leased Assets	\$ 6,456,476
Multiplied by: Average Treasury Rate	<u>3.1250%</u>
Facilities Capital Cost of Money	\$ 201,765
Divided by: Direct Labor Cost	<u>22,464,738</u>
Facilities Capital Cost of Money Rate	<u><u>0.90%</u></u>

**C&S ENGINEERS, INC. (A WHOLLY-OWNED SUBSIDIARY
OF C&S WORLDWIDE HOLDINGS, INC.)**

NOTES TO SCHEDULES OF OVERHEAD COST RATES

December 31, 2019

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES – Continued

Other Direct Cost Accounts and Charge Rates

The Company allocates non-salary direct project costs, sometimes referred to as Other Direct Costs (ODCs), to the respective project. Unless otherwise stated in a contract, mileage is charged to the associated project at the standard rate issued by the Internal Revenue Service. All other types of ODCs are charged directly to the associated project in the amount of actual costs incurred. ODCs include:

- Auto Rental
- Equipment Rental
- Mileage
- Travel and Subsistence
- Outside Professional Services

Cost Estimation Process

The Company's method of estimating costs for pricing purposes during the proposal process was consistent with the accumulation and reporting of costs under the Company's job order cost accounting system.

NOTE 3 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events through May 27, 2020, the date upon which the Schedules of Overhead Cost Rates was available for issuance. There were no items that required disclosures as a result of this evaluation.



Dermody, Burke & Brown, CPAs, LLC

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF SCHEDULES OF
OVERHEAD COST RATES PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

**BOARD OF DIRECTORS OF
C&S ENGINEERS, INC. (A WHOLLY-OWNED SUBSIDIARY
OF C&S WORLDWIDE HOLDINGS, INC.)**

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Schedules of Overhead Cost Rates (“the Schedules”) of **C&S ENGINEERS, INC. (A WHOLLY-OWNED SUBSIDIARY OF C&S WORLDWIDE HOLDINGS, INC.)** (“the Company”) for the year ended December 31, 2019, and the related notes to the Schedules, and have issued our report thereon dated May 27, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the Schedules, we considered the Company’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the Schedules, but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control. Accordingly, we do not express an opinion on the effectiveness of the Company’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Company’s Schedules will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

443 North Franklin Street • Syracuse, NY 13204-1441 • (315) 471-9171 • Fax (315) 471-8555

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4350 Middle Settlement Road • New Hartford, NY 13413-5328 • (315) 732-2991 • Fax (315) 732-0282

<http://www.dbbllc.com>

Internal Control Over Financial Reporting – Continued

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Company's Schedules are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, including the provisions of the applicable sections of Part 31 of the Federal Acquisition Regulations, noncompliance with which could have a direct and material effect on the determination of amounts in the Schedules. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Company's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Company's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Dermody, Burke & Brown

DERMODY, BURKE & BROWN, CPAs, LLC

Syracuse, NY

May 27, 2020



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

June 29, 2020

Luis Mahiquez, President
TIERRA, INC.
7351 Temple Terrace Highway
Tampa, Florida 33637

Dear Mr. Mahiquez:

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 types of work:

- Group 9 - Soil Exploration, Material Testing and Foundations
 - 9.1 - Soil Exploration
 - 9.2 - Geotechnical Classification Laboratory Testing
 - 9.3 - Highway Materials Testing
 - 9.4.1 - Standard Foundation Studies
 - 9.4.2 - Non-Redundant Drilled Shaft Bridge Foundation Studies
 - 9.5 - Geotechnical Specialty Laboratory Testing

- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI

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 June 30, 2021 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense	Published Fee Schedule
163.37%	98.78%	2.597%	Reimbursed	No	6.87%	11.47%*	Yes

*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 carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator

CBHK/kw



Exhibit C - Rate Schedules

C+S Engineers, Inc.
Rate Schedule

Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
<EMPLOYEE NAME>			162.57%	10%		
Kerrick Stegmeier II	Department Manager	\$ 57.00	\$ 92.66	\$ 14.97	\$ 164.63	2.89
Andrea Cella	Chief Engineer	\$ 58.50	\$ 95.10	\$ 15.36	\$ 168.96	2.89
Brandon Warner	Engineer	\$ 34.00	\$ 55.27	\$ 8.93	\$ 98.20	2.89
David Peel	Designer	\$ 29.00	\$ 47.15	\$ 7.61	\$ 83.76	2.89
Mike LaMontagne	Department Manager	\$ 66.00	\$ 107.30	\$ 17.33	\$ 190.63	2.89
Rick Swisher	Principal Architect	\$ 63.50	\$ 103.23	\$ 16.67	\$ 183.41	2.89
Greg Andriano	Architectural Designer	\$ 30.00	\$ 48.77	\$ 7.88	\$ 86.65	2.89
Juan Abreu	Interior Designer	\$ 30.00	\$ 48.77	\$ 7.88	\$ 86.65	2.89
Sarah Rogers	Senior Architectural Designer	\$ 38.00	\$ 61.78	\$ 9.98	\$ 109.75	2.89
Elizabeth Robison	Architectural Designer	\$ 32.00	\$ 52.02	\$ 8.40	\$ 92.42	2.89
Jarrold Lopatka	Architectural Designer	\$ 30.00	\$ 48.77	\$ 7.88	\$ 86.65	2.89
Scott Shova	Department Manager	\$ 67.70	\$ 110.06	\$ 17.78	\$ 195.54	2.89
Sean Cao	Chief Engineer	\$ 56.00	\$ 91.04	\$ 14.70	\$ 161.74	2.89
William O'Conner	Project Engineer	\$ 42.00	\$ 68.28	\$ 11.03	\$ 121.31	2.89
Matt LaRue	Engineer	\$ 33.50	\$ 54.46	\$ 8.80	\$ 96.76	2.89
William Barley	Senior Project Engineer	\$ 50.30	\$ 81.77	\$ 13.21	\$ 145.28	2.89
Bryn Currie	Department Manager	\$ 60.00	\$ 97.54	\$ 15.75	\$ 173.30	2.89
Kevin Geidel	Project Engineer	\$ 45.00	\$ 73.16	\$ 11.82	\$ 129.97	2.89
Matthew McQuinn	Managing Engineer	\$ 53.50	\$ 86.97	\$ 14.05	\$ 154.52	2.89
Bryan Salt	Service Group Manager	\$ 89.30	\$ 145.18	\$ 23.45	\$ 257.92	2.89
Doug Saunders	Department Manager	\$ 70.10	\$ 113.96	\$ 18.41	\$ 202.47	2.89
Morgan Barr	Engineer	\$ 34.00	\$ 55.27	\$ 8.93	\$ 98.20	2.89
Richard Pearl	Engineer	\$ 33.00	\$ 53.65	\$ 8.66	\$ 95.31	2.89
Bob Koller	Service Group Manager	\$ 79.20	\$ 128.76	\$ 20.80	\$ 228.75	2.89
Kevin Watson	Senior Designer	\$ 30.50	\$ 49.58	\$ 8.01	\$ 88.09	2.89

Hyatt Survey
Rate Schedule

Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
			178.24%	10.00%		
Hyatt, Pamela	Principal, PSM	\$ 84.52	\$ 150.65	\$ 23.52	\$ 258.69	3.06
Hyatt, Russell	Senior Project Manager PSM	\$ 68.24	\$ 121.63	\$ 18.99	\$ 208.86	3.06
Smith, Jonathan	Project Manager, PSM	\$ 48.08	\$ 85.70	\$ 13.38	\$ 147.16	3.06
Whightsel, Christopher	Survey Tech/CADD	\$ 37.25	\$ 66.40	\$ 10.36	\$ 114.01	3.06
Matthews, John	Survey Tech/CADD	\$ 37.50	\$ 66.84	\$ 10.43	\$ 114.77	3.06
Rimes, Deric	Survey Tech/CADD	\$ 26.00	\$ 46.34	\$ 7.23	\$ 79.58	3.06
Jones, Michael	Survey Tech/CADD	\$ 24.50	\$ 43.67	\$ 6.82	\$ 74.99	3.06
Long, Steven	Survey Tech/CADD	\$ 23.75	\$ 42.33	\$ 6.61	\$ 72.69	3.06
Ell, Mike	Survey Party Chief	\$ 28.00	\$ 49.91	\$ 7.79	\$ 85.70	3.06
Kelley, Brandon	Survey Party Chief	\$ 27.50	\$ 49.02	\$ 7.65	\$ 84.17	3.06
Wilson-Houghtalen, Scott	Survey Party Chief	\$ 27.00	\$ 48.13	\$ 7.51	\$ 82.64	3.06
Keithley, Richard	Survey Party Chief	\$ 27.00	\$ 48.13	\$ 7.51	\$ 82.64	3.06
Knorr, Nate	Survey Party Chief	\$ 26.50	\$ 47.23	\$ 7.37	\$ 81.11	3.06
Edenfield, Scott	Survey Party Chief	\$ 26.44	\$ 47.13	\$ 7.36	\$ 80.92	3.06
Gay, Taylor	Survey Party Chief	\$ 25.75	\$ 45.90	\$ 7.16	\$ 78.81	3.06
Thompson, Matthew	Survey Party Chief	\$ 23.00	\$ 41.00	\$ 6.40	\$ 70.40	3.06
Hooks, Brian	Field Technician III	\$ 21.00	\$ 37.43	\$ 5.84	\$ 64.27	3.06
Knauer, Peter	Field Technician III	\$ 21.00	\$ 37.43	\$ 5.84	\$ 64.27	3.06
Kluser, Tim	Field Technician III	\$ 17.00	\$ 30.30	\$ 4.73	\$ 52.03	3.06
Mahofski, Paul	Field Technician III	\$ 17.00	\$ 30.30	\$ 4.73	\$ 52.03	3.06
Huibers, Scott	Field Technician III	\$ 16.50	\$ 29.41	\$ 4.59	\$ 50.50	3.06
Scott, Brad	Field Technician III	\$ 15.75	\$ 28.07	\$ 4.38	\$ 48.21	3.06
McGahran, George	Field Technician II	\$ 17.00	\$ 30.30	\$ 4.73	\$ 52.03	3.06
Long, Justin	Field Technician I	\$ 11.00	\$ 19.61	\$ 3.06	\$ 33.67	3.06
O'Sullivan, Jacqueline	Secretary/Controller	\$ 30.00	\$ 53.47	\$ 8.35	\$ 91.82	3.06
Strong, Darlena	Secretary/Clerk	\$ 23.50	\$ 41.89	\$ 6.54	\$ 71.93	3.06
Doyen, Sue	Secretary/Admin.	\$ 13.00	\$ 23.17	\$ 3.62	\$ 39.79	3.06

Tierra Inc
Salary Calculations SRQ GA FIS

Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr) Home OH + Home Exp	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
			170.24%	11%		
Larry P Moore	Project Manager	\$ 72.25	\$ 123.00	\$ 21.48	\$ 216.73	3.00
Graham Zoeller	Project Engineer	\$ 50.51	\$ 85.99	\$ 15.01	\$ 151.51	3.00
James Gibbs	Project Engineer	\$ 45.02	\$ 76.64	\$ 13.38	\$ 135.04	3.00
Kevin Lo	Sr Engineer	\$ 75.37	\$ 128.31	\$ 22.40	\$ 226.08	3.00
Manny Valdes	Chief Scientist	\$ 52.88	\$ 90.02	\$ 15.72	\$ 158.62	3.00
Mike Bair	Chief Scientist	\$ 57.96	\$ 98.67	\$ 17.23	\$ 173.86	3.00
Kevin Scott	Sr Project Engineer	\$ 65.38	\$ 111.30	\$ 19.44	\$ 196.12	3.00
Erick Frederick	Sr Project Engineer	\$ 57.50	\$ 97.89	\$ 17.09	\$ 172.48	3.00
Marc Novak	Sr Project Engineer	\$ 64.15	\$ 109.21	\$ 19.07	\$ 192.43	3.00
Dan Ruel	Geotechnical Engineer	\$ 42.59	\$ 72.51	\$ 12.66	\$ 127.76	3.00
Thomas Musgrave	Geotechnical Engineer	\$ 52.50	\$ 89.38	\$ 15.61	\$ 157.48	3.00
Katie Waterman	Engineering Intern	\$ 34.58	\$ 58.87	\$ 10.28	\$ 103.73	3.00
Chris Garth	Sr Scientist	\$ 46.91	\$ 79.86	\$ 13.94	\$ 140.71	3.00
Jeff Berg	Sr Engineering Tech	\$ 34.00	\$ 57.88	\$ 10.11	\$ 101.99	3.00
Dimitrios Silas	Sr Engineering Tech	\$ 31.00	\$ 52.77	\$ 9.22	\$ 92.99	3.00
Sammy Awad	Geotech Technician	\$ 27.21	\$ 46.32	\$ 8.09	\$ 81.62	3.00
Susanne Webb	Designer	\$ 36.79	\$ 62.63	\$ 10.94	\$ 110.36	3.00
Brian Sawaska	Designer	\$ 41.75	\$ 71.08	\$ 12.41	\$ 125.24	3.00
Ashley Arnold	Clerical	\$ 41.93	\$ 71.38	\$ 12.46	\$ 125.78	3.00
Kristin Gaebel	Clerical	\$ 22.75	\$ 38.73	\$ 6.76	\$ 68.24	3.00
Brittany Garcia	Clerical	\$ 28.02	\$ 47.70	\$ 8.33	\$ 84.05	3.00
Victor Hosey	CEI Inspector Aid	\$ 20.00	\$ 34.05	\$ 5.95	\$ 59.99	3.00

HOUGH ENGINEERING, INC.

RATE SCHEDULE

Effective January 1, 2021

	<u>Rate/Hour</u>
Registered Professional Engineer.....	\$220.00
Senior Designer/CAD.....	\$140.00
Field Inspector	\$130.00
Office Technician	\$ 80.00

The Firm shall be reimbursed for actual expenses incurred directly or indirectly in connection with the Project by Firm, Firm employees, contracted labor or independent consultants. The following reimbursable expenses will be billed to Client as indicated:

Blueprints	\$2.50 each
Bond Plots	\$1.00 per sq. ft.
Mylar Plots	\$5.00 per sq. ft.
Photocopies	\$.20 per copy
CD	\$.50 per CD

Other reimbursable expenses will be billed to Client at 115% of actual expenses incurred by Firm, and include: express mail and courier services, postage, other reproductive services, and independent consultant invoices.

Invoices are due within 30 days of invoice date. Interest will be charged at 1.5% per month on invoices more than 30 days past due.

This rate schedule is subject to periodic review and adjustment.



