

CONTRACT

THIS CONTRACT made and entered into this 9 day of March, 2018 (the "Effective Date"), by and between the **Sanford Airport Authority** (the "Owner") and Walbridge Aldinger LLC (the "Contractor") concerns the project entitled Terminal Expansion.

WITNESSETH:

WHEREAS, the Owner has a project entitled **Terminal Expansion** and Contractor is qualified to construct said project (the "Project"); and

WHEREAS, the Contractor has submitted the lowest responsible and responsive bid for the Project at Orlando Sanford International Airport and the Owner has awarded the Project to the Contractor.

NOW, THEREFORE, in consideration of the sum of **\$60,642,363.00 (inclusive of a deduction of value engineered items of \$4,345,840.00, and a voluntary market price reduction of \$584,700.00)**, the mutual promises and covenants contained herein, as well as other good and valuable consideration not specifically mentioned, the parties agree as follows:

1. The Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Owner, hereby covenants and agrees to furnish and deliver all materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner, required to complete the Project within the time specified in the project manual, in strict and entire conformity with the Plans (labeled construction), Project Manual Specifications with appendices labeled construction documents, Construction Safety Phasing Plan (CSPP) and other Contract documents, including the summary of the Value Engineered item reduction and market price reduction for the Contract Amount on file at the Office of the President and CEO of the Sanford Airport Authority, Orlando Sanford International Airport, 1200 Red Cleveland Boulevard, Sanford, Florida 32773, which are duly approved by the Owner and which said Plans, Project Manual Specifications and other Contract documents are hereby made part of this Contract as fully and with the same effects as if the same had been set forth at length in the body of this Contract.
2. The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify and save harmless the Owner and the City of Sanford, Florida and all its officers and agents against and from all suits and costs of every kind and description, and from all damages to which the said Owner or any of their officers, agents or servants may be put, by reason of injury or death to persons or injury to property of other resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act of omission on the part of the Contractor, or his or her agent or agents, employees or servants.
3. The Owner hereby agrees to pay to the Contractor for the said work, when fully completed, the total sum of **\$60,642,363.00** (the said sum being the total of the

Contractor's bid, deduction of value engineered items and a voluntary market price reduction. Copies of which are attached hereto and made a part hereof for all purposes – hereinafter, the "Contract Amount"), subject to such additions and deductions as may be provided for in the Contract Documents. In the event the bid contains multiple pay items, it is understood that the amount to be paid shall be the total based on the unit price, together with lump sum prices, contained in said bid, for the work actually completed.

4. Payments on accounts will be made as provided for in the Contract Documents.
5. The Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post audit thereof.
6. The Contractor shall submit bills for any travel expenses in accordance with §112.061, Florida Statutes, or the travel policy of the Owner, as applicable.
7. The Owner may unilaterally cancel this Contract and the goods and services thereunder in the event that the Contractor fails and refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Contract.
8. Any unit of provision of goods and services must be approved in writing by the Owner or its agent prior to payment.
9. The Contract documents provide the criteria and the final date for completion of the Project.
10. This Contract has been executed by the parties prior to the rendering of any goods or services by the Contractor.
11. The Contractor shall provide a payment and performance bond (the "Bond") to the Owner meeting the requirements of §255.05, Florida Statutes, in the sum of \$ 60,642,363.00 and shall cause the Bond to be recorded with the Notice of Commencement in the Public Records of Seminole County, Florida.
12. Subordination and Finance Contingency:
 - a. This Contract shall be subordinate to any rule, regulation, order or law of the United States of America, the State of Florida, or City of Sanford, Florida.
 - b. Contractor acknowledges that this Contract is specifically and materially contingent upon Owner obtaining satisfactory financing from a third party source through Owner's *Request for Proposal* process, for Owner's payment obligations under this Contract, the amount of which financing shall not be not less than the Contract Amount ("Owner's Financing"). If Owner is unable to obtain Owner's Financing within a reasonable period of time from the Effective Date, Owner may terminate this Contract by delivering written notice of such termination to Contractor. This Contract and any of Contractor's legal and/or equitable rights under this Contract shall be subordinate to Owner's Financing and the parties thereto. Contractor shall execute and deliver whatever instruments may be requested by Owner for such purposes.

13. The Owner will use its best efforts to obtain the approval of the State of Florida Department of Transportation and the FAA to this contract. If the Owner determines that the same requires modifications in order to qualify for funding for the Project, the Contractor shall consent or the Owner shall have the right to terminate the Contract.
14. The Contractor and its employees shall promptly observe and comply with then applicable provisions of all Federal, State and local laws, rules and regulations which govern or apply to the goods and services rendered by Contractor hereunder, or to the wages paid by Contractor to its employees. Contractor shall require all of its subcontractors to comply with the provisions of this paragraph.

Contractor shall procure and keep in force during the term of this contract all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for Contractor to render its services hereunder. Contractor shall require all of its subcontractors to comply with the provisions of this paragraph.

15. All remedies provided in this Contract shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to any party at law or in equity. In the event one party shall prevail in any action (including appellate proceedings), at law or in equity arising hereunder, the losing party will pay all costs, expense, reasonable attorneys' fees and all other actual and reasonable expenses incurred in the defense and/or prosecution of any legal or arbitration proceedings, including, but not limited to, those for paralegal, investigative and legal support services and actual fees charged by expert witnesses for testimony and analysis, incurred by the prevailing party referable thereto.
16. Contractor represents and warrants unto Owner that no officer, employee or agent of Owner has any interest, either directly or indirectly, in the business of Contractor to be conducted hereunder. Contractor further represents and warrants to Owner that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract, and that it has not agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out this Contract. Contractor assures that it will insert the above provision in each of its subcontractor agreements relating to the services to be performed hereunder.
17. Contractor for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) in the furnishing of services to Owner hereunder, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (2) Contractor shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of

Transportation – effectuation of Title VII of the Civil Rights Act of 1964, as said Regulations may be amended. Should Contractor authorize another person, with Owner's prior written consent, to provide services to Owner hereunder, Contractor shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he or she is authorized to provide, undertake for such person the obligations contained in this section. Contractor shall furnish an original agreement to Owner.

Contractor will provide all information and reports required by said Regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Owner, the Federal Aviation Administration, the Comptroller General of the United States or any of their dully authorized representatives and the State of Florida Department of Transportation to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Contractor is in the exclusive possession of another who fails or refused to furnish this information, Contractor shall so certify to the Owner, Federal Aviation Administration the Comptroller General of the United States or any of their dully authorized representatives and the State of Florida Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information. Contractor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of the Contract. In the event of breach of any of the above nondiscrimination covenants, Owner shall have the right to impose such contract sanctions as it or Federal Aviation Administration the Comptroller General of the United States or any of their dully authorized representatives and the State of Florida Department of Transportation or other applicable government entity may determine to be appropriate, including withholding payments to Contractor under this Contract or canceling, terminating, or suspending this Contract in whole or in part. The rights granted to Owner by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

Further, Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, religion, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Such activities shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services of any program or activity covered by this subpart. Contractor assures that it shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection or retention of subcontractors. Contractor assures that it will require that its covered subcontractors provide assurances to Contractor that they similarly require assurances from their subcontractors, as required by CFR Part 152, Subpart E, to the same effect.

Owner may, from time to time, adopt additional or amended and nondiscrimination provisions concerning the furnishing of services to the Airport,

and Contractor agrees that it will adopt any such requirements as a part of this Contract.

18. Policy. It is the policy of the Owner and the United States or State of Florida Department of Transportation that disadvantaged business enterprises, as defined in the Owner's Disadvantaged Business Enterprises ("DBE") Participation Policy for services as defined in 49 CFR Part 26 shall have equal opportunity to participate in the performance of services contracts awarded by the Owner, including, but not limited to, contracts financed in whole or in part with federal or State funds under this Contract. Consequently, the requirements of the Owner's DBE Participation Policy apply to this Contract.

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

Prompt Payment. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fourteen (14) days from the receipt of each payment the prime contractor receives from Sanford Airport Authority. The prime contractor further agrees to return retainage payments to each subcontractor within fourteen (14) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sanford Airport Authority. Sanford Airport Authority shall have the right to terminate the services of any obligor who fails to make prompt payment to any obligee. This clause applies to both DBE and non-DBE subcontractors.

DBE Obligation. The Contractor agrees to ensure that DBE/MWBE firms shall have the maximum opportunity to participate in the performance of contracts for subcontractor services, including, but not limited to, those projects financed in whole or in part with federal or state funds provided under this Contract. In this regard, the Contractor and all subcontractors shall take all necessary and reasonable steps in accordance with the Owner's DBE/MWBE Participation Policies to ensure that DBE/MWBE firms have the maximum opportunity to compete for and perform contracts. The Contractor and any subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Owner contracts.

19. Government Agencies which are not Parties. Neither the Federal Aviation Administration nor the Florida Department of Transportation has nor will they incur any obligations to Contractor under this Contract.
20. Headings. The headings of the sections of this Contract are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

21. Entire Agreement. This Contract, including all Contract documents, constitute the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.
22. Amendment. This Contract shall not be amended or modified other than in writing signed by the parties hereto. Notwithstanding the foregoing, any Amendments that are not being paid for, in whole or in part, with funds granted by the United States or State of Florida Department of Transportation need not be approved by them.
23. Validity. The validity, interpretation, construction and effect of this Contract shall be in accordance with and be governed by the laws of the State of Florida. In the event any provision hereof shall be finally determined to be unenforceable, or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Contract which shall remain in full force and effect.
24. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Florida Statutes, a Contractor who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on contract to provide services for a public entity, may not be awarded a Contract and may not transact business with a public entity for services, the value of which exceeds \$15,000.00 for a period of 36 months from the date of being placed on the convicted vendor list. Contractor hereby represents that it does not fall within the class of persons identified in the previous sentence such that Contractor would be precluded from entering this Contract.
25. All Construction Contracts over \$2,000.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be

paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers

performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2 Withholding.

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

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered

program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

2. COPELAND "ANTI-KICKBACK" ACT

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

covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration

26. Contract Workhours and Safety Standards Act Requirements

This Provision applies to all contracts and lower tier contracts that exceed \$100,000, and employ laborers, mechanics, watchmen and guards.

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

27. Breach of Contract Terms – Sanctions (All Contracts)

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

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

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

28. Rights to Inventions (All Contracts)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Owner of the Federal grant under which this contract is executed. Information regarding these rights is available from FAA and the Owner.

29. Trade Restriction Certification

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

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

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

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

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

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the

Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

30. Termination of Contract (All Contracts in Excess of \$10,000)

- a) The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:
 - 1. Contractor must immediately discontinue work as specified in the written notice.
 - 2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
 - 3. Discontinue orders for materials and services except as directed by the written notice.
 - 4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
 - 5. Complete performance of the work not terminated by the notice.
 - 6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- a) Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- c) Reasonable and substantiated claims, cost and damages incurred in settlement of terminated contracts with subcontractors and suppliers; and
- d) Reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action
- e) If the termination is due to failure to fulfill the contractor's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Owner for any additional cost occasioned to the Sponsor (Owner) thereby.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

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

Termination for Default

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due default of the Contractor.

31. Suspension and Debarment Requirements for all Contracts over \$25,000 (and for all Contracts for Auditing Services Regardless of the Amount).

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transaction, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

32. Veteran's Preference (All Construction Contracts).

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

33. Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under the Contract Documents, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution or completion of the Work, (ii) hindrance or obstruction in the performance of the Work, (iii) loss of productivity, or (iv) other similar claims (collectively referred to as "Delay") whether or not such Delay is foreseeable, unless the Delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the contractor be entitled to any compensation or recovery of any damage in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work), regardless of the extent or frequency of Owner's exercise of such rights or remedies, shall not be construed as active interference with the Contractor's performance of the Work.

34. TEXTING WHEN DRIVING

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

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with this project.

35. Employment Eligibility (Using E-Verify). Agency/Vendors/Contractors: Contractors and subcontractors performing work or providing services pursuant to this contract shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor or subcontractor during the contract term.

IN WITNESS WHEREOF, the Owner and Contractor hereto have executed this Contract on the day and date first above written in three counterparts, each deemed an original contract.

Signed, Sealed & Delivered in the Presence of:

Sanford Airport Authority

By: Diane H. Crews

Title: President & CEO

As to Owner

Attest:

By: [Signature]

Title: Executive Vice President/COO

As to Contractor

FRANK ZYGIEL
WALBRIDGE

By: [Signature]

Title: V.P./GENERAL MANAGER

Attest:

By: Lia Kane

Title: Marketing /Executive Assistant

Contractor shall indicate whether

Corporation Partnership, Company or Individual
(Circle one)

The person signing shall, in his own handwriting, sign the principal's name, his own name, and his title.

Where the person signing for a corporation is other than the President or Vice President, he must by affidavit, as contained herein, show his authority to bind the corporation.

**ADDENDUM A TO STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR
AND
TO GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, PROJECT
MANUAL DATED JULY 2017**

This Addendum A modifies (a) the Standard Form of Agreement Between Owner and Contractor, (the “**Agreement**”) by and between Sanford Airport Authority (the “**Owner**”) and Walbridge Aldinger LLC (the “**Contractor**”), and (b) the General Conditions of the Contract for Construction (the “**General Conditions**”) incorporated therein. The Agreement and the General Conditions are herein together referred to as the “**Contract**.” Where any Article of the Contract is modified or any Paragraph, Subparagraph or Sub-subparagraph thereof is modified or deleted by this Addendum, the unaltered provisions of that Article, Paragraph, Subparagraph or Sub-subparagraph shall remain in effect. In the event of any conflict between or among the Contract and this Addendum, the provisions of this Addendum shall govern. All initially-capitalized terms used herein shall have the meanings assigned to them in the Contract, unless otherwise specified herein.

MODIFICATIONS TO THE AGREEMENT

1. Amend Subparagraph 3. by adding the following at the end thereof: "See Exhibit A Contract Amount, attached hereto and made a part hereof.
2. Amend Subparagraph 22 as follows: At the end of the first sentence add the following: "The following attachments are incorporated into this Contract:
 - Addendum A – Contract and General Conditions Modifications
 - Exhibit A – Contract Sum
 - Exhibit B – Accepted VE (Value Engineering/Accepted Changes)
 - Exhibit C – Revised DBE Participation Percentages"
3. Add the following new Subparagraph 36: "Walbridge is given the approval to purchase all contracts and secure all material for the entire project at the start of phase one, therefore, locking in the price of material/equipment/labor at the commencement of the project, with the acknowledgement that owner may choose to direct purchase some or all materials."

MODIFICATIONS TO THE PROJECT MANUAL

1. Amend Special Provisions Section 13 Construction Time and Liquidated Damages Subparagraph II as follows: Modify table 13-1 as follows:

“Pre-Notice to Proceed (Day of Contract Award)

Phase 0 - Submittal (shop drawing) preparation and review. Order long lead items and material procurement. 30 calendar days.

Notice-To-Proceed

Phase 1 (combines all three phases of construction) - Construction (Phase 1, 2 & 3)
Nine Hundred Ten (910) calendar days. Substantial Completion Date.

Closeout phase (Final Completion) 30 calendar days.”

As can be seen above, the total contract time for work to achieve final completion under the Contract is **970 calendar days**. The Contractor shall proceed to close-out the project expeditiously.

2. Amend Special Provisions Section 13 Construction Time and Liquidated Damages Subparagraph IV as follows: Delete Subparagraphs 1-4 and substitute the following six (6) Subparagraphs:

1. “Should the Contractor fail to achieve substantial completion of Construction Phase 3 by the Substantial Completion Date, the rates for liquidated damages shall be \$2,500 per day beyond the contractual period.
2. Should the Contractor fail to achieve substantial completion of Taxiway C by the Substantial Completion Date, the rates for liquidated damages shall be \$5,000 per day beyond the contractual period.
3. Should the Contractor fail to have five operating screening lanes within the consolidated checkpoint during relocation of the passenger screening area, the rates for liquidated damages shall be \$1,000 per hour until five lanes are operational.
4. Should the Contractor fail to achieve final close-out of the project by the Final Acceptance Date, the rates for liquidated damages shall be \$750 per day beyond the 30-day close-out period.
5. Contractor’s liability for any and all liquidated damages shall not exceed and is otherwise capped at \$250,000.
6. Liquidated damages shall be deducted from payments due to the Contractor. Notwithstanding the Sanford Airport Authority will not waive any rights to other remedies. “

3. Proposal Documents, Section B 4-1: Delete the submitted form and replace with the information in the attached Exhibit C Revised DBE Participation

[Signatures on Following Page]

IN WITNESS WHEREOF, Owner and Contractor have executed this Addendum concurrently with the execution of the Contract.

Witnesses:

As to Owner:

By: Jennifer Taylor
Print Name: Jennifer Taylor

Sanford Airport Authority

By: Diane H. Crews

Title: President & CEO

Attest: [Signature]
By: [Signature]

Title: Executive Vice President/COO

As to Contractor:

By: Anthony T. Corbett
Print Name: ANTHONY T. CORBETT

Contractor

Walbridge Aldinger LLC

By: [Signature]

Title: V.P./GENERAL MANAGER

Attest: [Signature]
By: [Signature]

Title: Marketing/ Executive Assistant

[Exhibits A, B and C follow]

Contract Amount	
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Walbridge Base Bid Dated October 6, 2017	\$ 65,572,903.00
Walbridge Voluntary Market Price Reduction Based on Revised Liquidated Damages	\$ (584,700.00)
Owner Accepted Value Engineering (See Exhibit B)	<u>\$ (4,345,840.00)</u>
Contract Amount	\$ 60,642,363.00

Accepted Changes	Accepted Amount
DIVISION 1	
Utilize Direct Purchase by Owner under their Tax Exempt Status and return tax savings to the owner. To be set up as an Allowance with final reconciliation of actual tax savings at the end of the project.	\$ 900,000
Eliminate hard stops and starts by modifying schedule. Phase 1, 2 & 3 to be constructed concurrent and/or consecutively with no hard stops between phases. One Substantial Completion Date and One Final Completion Date at the end of Phase 3.	\$ 400,000
Building permit fee will be by the Owner.. Subcontractor permit fees are included in the amount and will be by the Owner.	\$ 250,560
Eliminate experience requirements of QA/QC person and make person representative.	\$ 290,400
Utilize existing space in airport terminal for construction offices and revise parking location closer. Near Gate 5 E. Add fence around to separate from OA.	\$ 43,200
DIVISION 2	
Owner removes, stores and reinstalls existing airport seating after new flooring in lieu of contractor. Per note on drawings 1-SA-A100 and 1-SA A101.	\$ 40,000
DIVISION 3	
Alternate Precast Sound Wall in lieu of specified FDOT 05200. South East corner of new Loading Dock building.	\$ 92,820
DIVISION 8	
Eliminate Pod 3 interior ramp and interior curtainwall. Floor will be level. This would require modification to steel framing. Deduct Access Door & Camera. Structure made simpler.	\$ 15,666
Delete Sun Shades on all East sides of Skywalk. A total of eleven (11) openings. For the sunshades, our VE credit deleted all of the east facing sunshades, which included the seven shown on Perspective Two, and also two at the East wall of Pod One plus two at the East wall of Pod Two, totaling eleven openings.	\$ 22,000

Accepted Changes	Accepted Amount
DIVISION 9	
Reduction of the amount of Libretto ceilings. Eliminate (2) select cross outs per CPH Libretto reduction sketches 1-BC3-A103 and 1-BC3-A104 provided on 11-1-17.	\$ 77,920
EIFS in lieu of Stucco at framed walls/ceilings and fascia walls (High elevation areas)	\$ 120,320
Open up Marlite specification to other manufacturers and/or products. Allure / Nudo wall system in Lieu of Marlite MAP wall panels . Allure's Nudo panel priced.	\$ 218,766
DIVISION 10	
Delete nursing area. Pods (by owner) in lieu of room. Access Door, Camera, Structure simpler. CPH to provide another sketch of structural steel modifications.	\$ 15,600
Revise/reduce signage. Provide with a different, light weight backing. Signage sample delivered to CPH on Nov 17, 2017 and was reviewed and approved.	\$ 72,000
DIVISION 14	
Open elevator specifications. Delaware Elevator priced and is acceptable to use on the project.	\$ 81,592
DIVISION 15	
Delete the PVC jacket on the ductwork and piping located in the mechanical rooms.	\$ 69,600
Utilize an alternate model for Chiller. York will still be used as the manufacturer.	\$ 15,200
Existing building controls on existing equipment to be integrated into the new building automation system by owner's vendor.	\$ 171,560
Delete Heat tracing on hot water piping inside the building and use a typical pipe hanger trapeze detail. Intent was not to heat trace hot water. Heat trace condensate line.	\$ 12,142
Utilize Type L Copper and Propress Fittings.	\$ 9,340

Accepted Changes	Accepted Amount
Utilize Fike Ecaro in lieu of Ansul Sapphire for clean agent.	\$ 24,000
Air handlers in Pods 1,2,3 and baggage claim 3 have a high filtration TCACS system, five units, that could be deleted, if not needed. The catalytic filters are added protection from jet fumes. Will not be needed. Racks to be provided to insert carbon filters, if desired.	\$ 52,000
Air handlers in Pods 1,2,3 and baggage claim 3 to utilize a carbon type filter system, for five units.	\$ (16,000)
DIVISION 16	
Utilize standard weather rated enclosures for generators in lieu of sound attenuated.	\$ 7,040
Change structured cabling wire from type CAT 6A to CAT 6.	\$ 40,000
Credit for Video Surveillance Servers already purchased by the owner.	\$ 25,000
VE Light Fixture Package consisting of the modifications and as clarified below; deleted battery backup; change types A & B to Lithonia; change strip lights to florescent; change down lights to Juno in lieu of specified; delete Type R fixture; change Type J4 & J6 to static white; delete 50% of the H fixtures; delete Type TL fixtures. Conf. call held on 11-20-2017 with lighting supplier/Contractors/CPH to review fixture package for VE. 'H' fixtures at 33% reduction, same mfg; Type 'R' to be replaced with a tape lighting; 'TL' and delete the color changing; Exits will be a static blue; (Lithonia 'E' sample sent to CPH and was not accepted therefore not part of this VE); Florescent that replace strip lighting only in storage areas not terminal areas; must maintain Buy America requirements of Addendum 2.	\$ 100,000
Utilize Kaba security exits in lieu of the Check Video systems for exit lane breach control.	\$ 106,000
DIVISION 31, 32 & 33	
Reduce Airport Road Landscaping Improvements –No code minimum requirements for landscape, as this was additional. Landscape quantities changed. Three new dwgs from CPH provided on 11-15-17.	\$ 67,715
Utilize 'Or Equal" materials for irrigation heads and fittings. Rerouting would be necessary. No new "open cuts" if not already shown on plans.	\$ 5,200
Eliminate directional borings for irrigation lines	\$ 25,600
Reroute sanitary line in Phase 3. CPH to provided a sketch of suggested new route.	\$ 14,111

Accepted Changes	Accepted Amount
DIVISION 34	
Eliminate the temporary system in phase 1 -- Baggage could be loaded directly unto the existing Flat Plate Carousel in the same manner as the existing Claim Area. Coordinate with Owner.	\$ 290,714
Eliminate on Site Stand By Requirements----§ In lieu of the specified 16 hours per Day Standby for (14) Days following each Phased Installation, Logan Teleflex is proposing to provide "ON-CALL" Phone-in Service during this (14) Day period, 24 hours per day. Should On-Site Services be required, a Technician could be at the Site within (2) hours of the request.	\$ 48,000
DIVISION 35	
Furnish and install Ameribridge passenger boarding bridges in lieu of Thyssen Krupp.	\$ 248,925
Furnish and install Ameribridge Refurbished Boarding Bridges in lieu of New. Warranty remains the same as new products	\$ 298,886
Fee reduction based on savings above.	\$ 89,962
OVERALL TOTAL:	\$ 4,345,840

Accepted Value Engineering Qualifications:

Any time lost for re-design due to incorporating value engineering items, in the base design, must be added to the Final Completion Date.

The information provided with respect to value engineering and value analysis is of an advisory nature only, and not to be considered professional design services. Contractor does not warrant that the proposed changes are free of errors or omissions or comply with applicable laws, building codes, rules or regulations. Prior to incorporating the information into the design, the Owner must refer the matter to its own design professionals for professional guidance. The savings listed above do not include costs for redesign or any A/E fees.

DBE Participation Percentages

DBE Firm Name	Description	Supplier Amount	Factor	Total
The adjusted DBE subcontractors were modified due to accepted VE items and is as follows:				
Page One Consulting	On Site Materials Testing Subcontractor			\$108,834.00
First American Stl Erectors	Structural Steel Erection Subcontractor			\$1,566,405.00
Designers West	Flooring Subcontractor			\$2,372,917.00
AC Signs, LLC	Roadway Traffic Signs Subcontractor			\$279,990.00
Freedom Insulation	Piping & HVAC Insulation Subcontractor			\$743,200.00
Global One Networks	Structured Cabeling Electrical Subcontractor			\$400,000.00
Torres Electrical Supply Co. Inc	Supply Lighting Fixtures, Electrical Switchgear, Conduits, Wire, boxes.	\$1,625,000.00	60%	\$975,000.00
Interstate Sealant	Airside Apron Joint Rehabilitation Subcontractor			\$322,000.00
Union Temp Services	Baggage Handling Mechanical & Electrical Subcontractor			\$566,276.00
Union Temp Services	Boarding Bridge Installation Subcontractor			\$95,000.00
				\$7,429,622.00
	Contract Amount			\$60,642,363.00
	DBE Participation Percentage			12.25%