

AGREEMENT BETWEEN COUNTY AND PROFESSIONAL SERVICES FIRM

This Agreement Between County and Professional Services Firm, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **Hoyle Tanner & Associates, Inc.**, located at 95 E. Mitchell Hammock Road, Suite 200, Oviedo, FL 32765, possessing FEIN# 02-0317405 (hereinafter referred to as “FIRM”) under seal for the Engineering Consulting Services for Marion County Airport- Parallel Taxiways, (hereinafter referred to as the “Project”), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #23Q-163 - Engineering Consulting Services for Marion County Airport-Parallel Taxiways, the Offer, Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, Certificates of Insurance and Notice to Proceed or Purchase Order.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and FIRM.

Section 4 - Term. This Agreement shall be effective upon COUNTY’s Board of County Commissioner’s approval. The Work (defined herein) shall commence upon issuance of Purchase Order and shall be completed by May 31st, 2024 (“Term”). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence for all performance obligations of FIRM. The Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. Firm shall provide complete Professional Services as per specifications and requirements in **Exhibit A-Scope of Work, and Exhibit B- Milestones Schedule**, and all services referred to herein as “Work.” Construction Engineering Inspection Services may be added to the Scope of Work as Construction Phase II, once construction for this project begins. Costs for these services will be negotiated at that time. The Work shall particularly comply with the original RFQ or Task Order that is part of the Contract Documents.

Section 6 – Compensation. COUNTY shall make payment of Four Hundred Fifty-Five Thousand Dollars (\$455,000),(the “Agreement Price”), to FIRM under COUNTY’S established procedure, and upon completion of the work, as set forth in **Exhibit C-Fee Schedule**, hereto. There shall be no provisions for pricing adjustments

during the Term. Not more frequently than monthly, unless otherwise agreed in writing by FIRM and COUNTY, shall FIRM submit an invoice to COUNTY requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder, if provided in the Contract Documents. FIRM's invoice shall describe with reasonable particularity each service rendered, the person(s) rendering the service, and their billing rate. FIRM's invoice shall be accompanied by reasonable documentation or data in support of Reimbursable Expenses for which reimbursement is sought as COUNTY may require. If payment is requested for services by FIRM, the invoice shall bear the signature of FIRM, which signature shall constitute FIRM's representation to COUNTY that the services indicated in the invoice have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all the obligations of FIRM covered by prior invoices have been paid in full, and that, to the best of FIRM's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to FIRM that payment of any portion thereof should be withheld. Submission of FIRM's invoice for final payment and reimbursements shall further constitute FIRM's representation to COUNTY that, upon receipt from COUNTY of the amount invoiced, all obligations of FIRM to others, including its consultants, incurred in connection with the Project, will be paid in full forthwith. When applicable, the Classification and Hourly Fee Schedule, are hereby incorporated into this Agreement as **Exhibit C**.

Section 7 – Assignment. FIRM may not transfer, assign or subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required, to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

- C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 12 – Indemnification, pursuant to Section 725.08, F.S. FIRM shall indemnify COUNTY and its elected officials and employees against, and hold COUNTY and its elected officials and employees harmless from, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, which COUNTY or its elected officials and employees may sustain, or which may be asserted against COUNTY or its elected officials and employees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM, in the performance of the Agreement, including but not limited to property damage, harm or personal injury, including death, to the extent allowed by Section 725.08, F.S., and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Section 725.08(4), F.S. This section shall survive the termination of the Agreement.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. FIRM shall provide, within the time-frame noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and except for WORKERS COMPENSATION AND EMPLOYERS LIABILITY and PROFESSIONAL LIABILITY show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 per claim and \$2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of \$5,000,000. Projects \$5,000,000 or more will need to be reviewed by COUNTY's Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

Section 14 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 15 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all the work timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation/Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Contract unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Contract.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Contract and provide it to COUNTY upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- g) If COUNTY terminates this Contract with FIRM, FIRM may not be awarded a public contract for at least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 20 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, severe floods, epidemics and pandemics.

Section 21 – Truth in Negotiation. FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which COUNTY determines the Agreement Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one year following the end of this Agreement.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the Parties and conclusive proof of such Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2018, and
2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 25 - FIRM's Basic Duties. By executing this Agreement, FIRM represents to COUNTY that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public

entities having jurisdiction over FIRM and the Project. FIRM further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 – Prohibition Against Contingent Fees. The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, or individual firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Section 27 - Bidding/Negotiation Services. FIRM shall assist COUNTY or Construction Manager in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services performed in this phase include reviewing agency submittals and review for permitting.

Section 28 - Construction Administration Services. As a representative of COUNTY, FIRM in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the FIRM's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. FIRM shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

Section 29 - COUNTY's Right to Withhold Payment. In the event that COUNTY in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

Section 30 - Use and Ownership of Documents. The drawings, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of COUNTY. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 31 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.

- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 32 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 33 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 34 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Hoyle Tanner & Associates, Inc.
 95 E. Mitchell Hammock Road, Suite 200, Oviedo, FL 32765
 CONTACT PERSON: Wilbur Mathurin | Phone: 407-380-1919

COUNTY: Marion County Parks and Recreation
 c/o Marion County, a political subdivision of the State of Florida
 601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
 Marion County Procurement Services Department
 2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: wmathurin@hoyletanner.com and iafong@hoyletanner.com. Designation signifies FIRM's election to accept notices solely by e-mail.

Section 35 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising

from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 36 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A- Scope of Work, EXHIBIT B- Milestones Schedule, EXHIBIT C- Fee Schedule, EXHIBIT D - Contract Provisions and Required Clauses**

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

G. C. Harrell 11/21/2023
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

Michelle Stone November 21, 2023
MICHELLE STONE DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED: November 21, 2023
23Q-163 | Engineering Consulting Services for Marion County Airport- Parallel Taxiways

For: *Matthew G. Minter* 10/24/23
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

Iryna S. Afong
SIGNATURE
Iryna S. Afong, PE
PRINTED NAME

HOYLE TANNER & ASSOCIATES, INC.

Wilbur J. Mathurin 10/25/23
BY: DATE
Wilbur J. Mathurin, PE
PRINTED:
Vice President
ITS: (TITLE)

WITNESS:

Georgiana K. Tynes
SIGNATURE
Georgiana K. Tynes
PRINTED NAME

EXHIBIT A

Scope of Work

The following parties are referred to hereafter: COUNTY (Owner-Marion County, Florida), ENGINEER (Owner's Engineer - Hoyle, Tanner & Associates, Inc.), FAA (Federal Aviation Administration) and FDOT (Florida Department of Transportation - Aviation Division).

I. PROJECT DESCRIPTION & UNDERSTANDING

The work can generally be described as shown in the attached Exhibits, hereinafter called the PROJECT, and will consist of the level of effort required for the design of:

CONSTRUCT TAXIWAY ALPHA AND BRAVO (DESIGN ONLY)

Full parallel taxiways are recommended as a standard airport design element when justified through planning and they are listed in Table 3-1 of the FAA Order 5090.3C, "Field Formulation of the National Plan of Integrated Airport Systems (NPIAS)" as being considered fundamental airport development. Standardizing the airfield with parallel taxiways will provide a recognizable airfield layout to pilots. FAA research has shown that parallel taxiways directly enhance safety as well as capacity by limiting the need to back taxi on active runways and limiting direct inadvertent access onto runways for departing aircraft.

In the current airfield configuration landing and departing aircraft are required to back taxi which increases the time that aircraft are on the runway decreasing the operational efficiency of the airfield. This project will consist of design of a full-length parallel taxiway (5,000' x 35') to the primary runway 5-23 including the necessary holding bays for aircraft run-up and design of a partial-length parallel taxiway (3,291' x 35') to Runway 10-28. Analysis will be completed to determine if the run-up areas are required per FAA criteria. The project will allow aircraft to safely traverse the airfield in preparation for departure and after landing. The project will be designed to meet the current design aircraft consistent with the airport master plan.

1. Taxiway Alpha (Full Length Parallel to Runway 5-23)

Design a new full length parallel Taxiway for Runway 5-23 including connector taxiways. Design a new lighting circuit and LED Medium Intensity Taxiway Lights (MITL's). Design LED taxiway guidance and mandatory runway hold signs as required. The design will include taxiway edge and centerline striping. Grading, drainage, and turfing will also be designed, all in accordance with FAA and FDOT requirements.

2. Taxiway Bravo (Partial Length Parallel to Runway 10-28)

Design a new partial length parallel Taxiway for Runway 10-28 including connector taxiways. Design a new lighting circuit and LED Medium Intensity Taxiway Lights (MITL's). Design LED taxiway guidance and mandatory runway hold signs as required. The design will include taxiway edge and centerline striping. Grading, drainage, and turfing will also be designed, all in accordance with FAA and FDOT requirements.

RELOCATE AIRFIELD BEACON AND ELECTRICAL VAULT (DESIGN ONLY)

The existing rotating beacon is well beyond the 20-year design life expectancy. The tower is rusted and oxidized, and the beacon has been labeled as “non-visible” by pilots. The new beacon will be relocated to a new position on the airfield consistent with the airport’s overall development plan.

The 117 square foot (13’x9’) existing electrical vault has reached capacity limitations. A larger vault will house the existing (relocated) equipment and have room for the equipment that will be required based on the airport’s overall development plan. The new vault will be relocated to a new position on the airfield consistent with the airport’s overall development plan.

1. Design a new rotating beacon, with a new L-802A high-intensity rotating beacon having two 250-watt pulse-start metal halide lamps. The new installation will include new power cable in conduit, grounding/counterpoise, and photocell activation switch.
2. Design a new prefabricated electrical vault to house the sensitive and expensive electrical components necessary for controlling the airfield lighting and signage.

... all in accordance with FAA and FDOT requirements.

II. PROJECT SERVICES

The PROJECT Services are divided into Basic Services and Special Services. Basic Services are identified in Section III, and are sub-divided into four (4) phases as follows:

- A. Preliminary Design Phase
- B. Final Design Phase
- C. Airfield Electrical Design Phase
- D. Bidding Phase

Special Services are identified in Section IV and are sub-divided into five (5) phases as follows:

- A. Topographical Investigation
- B. Geotechnical Investigation
- C. Permitting
- D. Permitting Fees
- E. Environmental

Additional Services are identified in Section V, and include services not specifically performed in this TASK ORDER, due to circumstances that may arise and which are beyond the control of the CONSULTANT, or due to the COUNTY wishing to contract these services directly OR perform the services in-house, or services which are not necessary to complete the intended work.

III. BASIC SERVICES

- A. **Preliminary Design.** Services to be rendered by the CONSULTANT during this phase include:
 1. Analyze JACIP, budget, and generate Preliminary Schedule, generate preliminary subconsultant scopes/specifications, fee requests, Preliminary Project Layouts and

Estimates, Formulate Man-hour Breakdown, Project Coordination with Client, Project Scoping, Contract Formulation, and Fee Generation, Contract and Fee Review and Comment, and Revisions, copying, cover letter generation.

2. Conferring with the COUNTY on project requirements, finances, schedules, early phases of the project, and other pertinent matters and meeting concerned agencies and parties on matters affecting the project.
3. Planning, procuring, and/or preparing necessary survey scopes of services, geotechnical engineering investigation scopes of services, other miscellaneous sub-consultant scopes of services, field investigations, and engineering studies required for preliminary design considerations.
4. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.
5. Conduct site visit to perform visual site reconnaissance. The design team will document existing field conditions concentrating on existing structures and associated drainage patterns. Photographs and video will be taken and recorded for future use during the final design.
6. Meet with airport staff to establish the design program prior to embarking on the final design. All project elements will be discussed to obtain concurrence on the planned design program

B. Final Design. The services to be rendered by the CONSULTANT included under this Article are defined as Basic Services in accordance with FAA AC 150/5100-14C. Basic Services to be rendered by the CONSULTANT during this phase include:

1. Prepare for, attend, and conduct one Kick-off / Pre-Design meeting in conjunction with City staff, Airport Tenants, FAA, FDOT, and others to review the conceptual design, to ensure direction and intent of the PROJECT and to answer questions from interested parties. Prepare agenda, attendance lists, and minutes of the Kick-off / Pre-Design meeting.
2. Identify any deviations to FAA/FDOT design standards and/or FAA/FDOT standard specifications and prepare a memorandum to the COUNTY explaining advantages and alternates. CONSULTANT will coordinate COUNTY approved deviations with the FAA/FDOT through approval, as necessary.
3. Review the Pre-design conference comments with the design team and coordinate necessary action with the COUNTY.
4. Conduct at least one on-site field investigation, making notes, and taking photographs as necessary to clarify design parameters. Meet the survey and geotechnical crews on-site, as necessary, to coordinate their efforts.

5. Prepare General and Special Provisions, Contract and Bid Forms, Technical Specifications. Use FAA Standard Specifications, latest edition at the time of execution of this Professional Services Agreement. CONSULTANT may make modification(s) to these standards provided the changes are approved by the COUNTY, FAA, and FDOT. COUNTY will be responsible for approving these prior to the coordination of the 100% certification letter submitted to the FDOT, and submission of plans and specifications to the FAA for approval.

Prepare a complete set of construction drawings, in AutoCAD Civil 3D 2016 or later, detailing all of the proposed PROJECT construction. The anticipated construction plan sheets for the project are as is shown below. The final construction plan sheet may differ from what is shown below based on the final design requirements.

An estimated **88** drawings are anticipated, approximating the following:

- Cover Sheet (1)
- Summary of Quantities and Index of Drawings (1)
- Construction Safety and Phasing Plan (10)
- Survey Control (16)
- Typical Sections (4)
- Profile Plans (10)
- Grading & Drainage Plans and Details (10)
- Marking Plans and Details (6)
- Lighting Plans and Details (10)
- Signage Plans and Details (6)
- Airfield Beacon Plan (1)
- Airfield Beacon Electrical Plan (1)
- Airfield Beacon Details (2)
- Airfield Vault Floor Plan (2)
- Airfield Vault Elevations (2)
- Airfield Vault Electrical Plans (6)

7. Prepare an opinion of probable construction costs.
8. Prepare the Construction Safety and Phasing Plan (CSPP). Submit the CSPP to the FAA for review and approval. Prepare Form 7460 and submit electronically on behalf of the airport for review and approval. Information will include basic narrative description of the work, basic work location exhibit and project coordinates. Complete up to 2 sets of revisions based on comments from FAA and/or FDOT.
9. Assist airport to complete and submit a CATEX Form to the FAA. Provide necessary coordination and documentation with appropriate Federal, State, and local agencies to ensure that the project meets the requirements for a categorical exclusion.

10. At 30%, 60% and 90% design development, submit three (3) copies of the contract documents, drawings, technical specifications, and Engineer's report to the COUNTY and others for review.
11. Prepare for, attend, and conduct a 30%, 60% and 90% Review conference in conjunction with COUNTY and others to present design development and answer questions from interested parties. Prepare minutes of the Review conferences. Respond to COUNTY written review comments in writing.
12. Review the 30%, 60% and 90% Review comments with the design team and make necessary changes in the Contract Documents for preparation of the 100% design complete document submittal.
13. Submit 100% certification letter to FDOT and Coordinate the Filing of FAA Airspace Checklist, Site and Safety Plans, and remaining plans and specifications.

C. Airfield Electrical Design. Services to be rendered by the CONSULTANT include:

1. Provide designs for a new circuit and LED light fixtures for the proposed pavement. Provide designs for a new LED signage for the proposed pavement. Coordinate existing conditions of the electrical vault. Perform design upgrades to regulators and panels as necessary to accommodate the new electrical design.
2. Provide design for new single pole (tippable) L-802 airfield beacon in relocated location. Provide electrical connection to vault.
3. Provide design for new airfield vault in relocated location. Develop specification for prefabricated building and foundation. Size building adequately to provide ample room for existing and future airfield electrical components. Size and design new power service to vault needed to supply power to airfield. Evaluate existing components and relocate to new vault or replace with new equipment based on efficiency, reliability, and remaining life expectancy of equipment.

CI. Bidding Phase. Services to be rendered by the CONSULTANT include:

1. Assistance with the actual advertising for bids, including assistance with advertisements for newspapers and construction trade publications. The actual cost of advertisement and placement in the newspaper shall be the responsibility of the COUNTY.
2. Assist COUNTY in issuance of bid documents.
3. Conduct one pre-bid meeting, bid opening, and advise as to matters relating to design as they may arise during the bidding. The pre-bid conference will not be mandatory to prospective contractors at this time.
4. Prepare revisions or addenda to bid documents and/or proposals, recommend to COUNTY and the FAA/FDOT the award or rejection of bids, and assist in assembling, awarding, and executing Contract Documents.

IV. SPECIAL SERVICES

The services to be rendered by the CONSULTANT included under this Article are defined as Special Services in accordance with FAA AC 150/5100-14D. The following are among the Special Services to be performed by the CONSULTANT or a qualified subconsultant:

A. Topographical Investigation

The CONSULTANT shall coordinate with survey sub-consultant applicable grid for collection of topographical survey to include existing pavement surfaces as well as topographical features within the project boundaries.

B. Geotechnical Investigation

The CONSULTANT shall retain the services of a qualified sub-consultant to perform subsurface exploration which defines the soil strata of the existing site that will be altered for the construction of the new facilities included in the PROJECT. Oversee the soils collection in the field and coordinate with the subconsultants staff.

C. Permitting

The CONSULTANT will coordinate with SWFWMD representatives, generate project sketches, descriptions, property maps, usgs quad map, aerials, quit-claim deed, and other supporting documentation, hydrologic/hydraulic analyses, calculations, and formulate the environmental resource permit application required to obtain a permit for construction.

D. Permitting Fees

The CONSULTANT will coordinate with SWFWMD representatives and pay the SWFWMD fees associated with the environmental resource permit.

E. Environmental

The CONSULTANT will retain the professional services of a qualified sub-consultant to perform a threatened/endangered species inventory of the project site. The threatened/endangered species inventory will comply with all U.S. Fish and Wildlife Service and Florida Fish and Wildlife Conservation Commission guidelines for threatened/endangered species evaluations. Also included will be verification of impact to any wetlands, and formulation of a mitigation plan and necessary permits required.

V. ADDITIONAL SERVICES

When required by the COUNTY in circumstances beyond CONSULTANT's control, CONSULTANT shall furnish or obtain from others, as circumstances may require additional services of the types listed in paragraphs below. These services are not included as part of Basic or Special Services provided under this TASK ORDER. CONSULTANT shall not provide any such Additional Services without written approval

from the COUNTY.

- A. Design Phase Services:** The following design services are NOT to be performed by the CONSULTANT under this AGREEMENT.
1. Development of Regional Impacts (DRI), or Environmental Assessments (EA), or Environmental Impact Statements (EIS).
 2. Ecological Services pertaining to the actual relocation of an endangered, threatened, or otherwise protected biological species determined to be impacted by the PROJECT.
 3. Major changes made by the County after the 90% Design Review Meeting. Any changes made by the County after the 100% final plans are submitted, or during Bidding.

VI. BASIC ASSUMPTIONS

The following is a list of assumptions which forms the basis of CONSULTANT's cost proposal for providing the services for the PROJECT outlined herein. It must be noted that any change to these basic assumptions constitutes a change in the PROJECT scope and may constitute a revision to the fee proposal and corresponding contract addendum.

- A.** In the absence of other known standards identified herein, all contract documents (front end, technical specifications, and construction drawings) will be developed utilizing CONSULTANT'S selected format, which for state and federally funded projects is based on FAA/FDOT standards.
- B.** All construction drawings will be 36" x 24" and will be created in AutoCAD Civil 3D 2016, or later.
- C.** Specifications, reports, and other word processing letters/memorandums/reports, etc. shall be created in Microsoft Word 2010 or later, while spreadsheets shall be created in Microsoft Excel 2010 or later.
- D.** CONSULTANT's Project Manager and/or Project Engineer, as necessary, will attend a maximum of the number of meetings identified below during design and bidding and award phases. These meetings will be held at the airport or COUNTY Offices, as necessary, and include:
- (1) Pre-Design/Kickoff Meeting
 - (3) Design Review Meetings
 - (1) Pre-bid Meeting
 - (1) Bid Opening
- E.** All data collection efforts requiring CONSULTANT or its subconsultants' personnel to be within the safety area of the taxiways will be performed during daylight hours with the appropriate taxiways on a safety man working alert pull-back basis unless otherwise directed by the COUNTY or FAA.

- F. All as-built drawings necessary for the development of the base plans for the PROJECT will be compiled by the COUNTY for incorporation and consideration by the CONSULTANT during the design. The COUNTY will utilize the electronic design plans from the CONSULTANT as well as the project records from the RPR and contractor to generate the project as-builts.
- G. The work shall be completed in accordance with the schedule provided during PROJECT initiation but will not be less than six (6) months from the date of the COUNTY'S Notice to Proceed to the CONSULTANT. Failure of the COUNTY, FAA and/or FDOT or other agency to meet the deliverable dates for provision of review comments may be justification for obtaining schedule extensions.
- H. CONSULTANT will transmit design stage review submissions to the COUNTY and each submission shall be limited to 3 sets (1 set equals the construction plans for 30%, 60%, and contract documents, drawings, technical specifications, and the Engineer's Report for 90% and 100% plans). CONSULTANT will provide draft letters to the COUNTY for COUNTY'S transmission of these submissions from the COUNTY to FAA and FDOT. Drawings will be either blacklines on laser, inkjet, or thermal bond paper.
- I. All permits required as a result of the PROJECT other than mentioned herein shall be obtained by either the COUNTY or the successful contractor as appropriate prior to the beginning of the construction of the PROJECT.
- J. A maximum of two (4) bid schedules is anticipated.

VII. COUNTY'S RESPONSIBILITIES

COUNTY shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- A. Designate a person to act as COUNTY'S representative with respect to the services to be rendered under this TASK ORDER. Such person shall have complete authority to transmit instructions, receive information, interpret and define COUNTY'S policies and decisions with respect to the CONSULTANT's services for the PROJECT.
- B. Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- C. Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following:
 - 1. the data prepared by or service of others, including without limitation borings, probings and subsurface explorations, laboratory tests and inspections of pavement samples, materials and equipment;
 - 2. copy of pertinent utility information;

3. property, boundary, easement, right-of-way, topographic and utility surveys;
 4. other pertinent documents.
- D. Furnish to CONSULTANT, all results, reports, data, studies, generated by other consultants retained by the COUNTY in association with this project, and as specified under "Additional Services".

COPY

EXHIBIT B Milestones Schedule

Consultant shall perform the services indicated in Exhibit A in conformance with the following:

	<u>Estimated Start Date</u>	<u>Estimated Duration</u>
<ul style="list-style-type: none"> • Project Initiation <ul style="list-style-type: none"> • Design Kickoff Meeting • Topographical Survey • Geotechnical Investigation • Environmental Site Review • Design Criteria Package 	October 2023	8 Weeks
<ul style="list-style-type: none"> • Project Design <ul style="list-style-type: none"> • 30%, 60%, 90% submissions • Design Review Meetings • CATEX Permit • OE/AAA Permit • FAA Grant Administration Support 	December 2023	12 Weeks
<ul style="list-style-type: none"> • Bidding <ul style="list-style-type: none"> • Final Design Submission • Pre-Bid Meeting • Bidding Support • Recommendation to Award 	March 2024	4 Weeks
<ul style="list-style-type: none"> • Project Closeout <ul style="list-style-type: none"> • Construction Grant Application • Transition to Construction Phase 	May 2024	4 Weeks

Exhibit C - Fee Schedule

23Q-163

Engineering Consulting Services for Marion County Parallel Taxiways

Task	Task Description	Fee	Total Hours	Principal Engineer	Project Manager	Project Engineer	Project Planner	Resident Project Representative	Project Assistant		Sub Consultant / Fees
			Rate \$/HR	\$245	\$185	\$145	\$135	\$130	\$100		FEE \$

DESIGN SERVICES:

PRELIMINARY DESIGN

1	Collect and Review Existing Data	\$ 8,910	58	2	12	40			4		
2	Conduct Visual Site Survey	\$ 4,600	24	8	8	8					
3	Coordinate and On-Site Monitoring of Design Survey and Geotechnical	\$ 8,390	58		4	50			4		
4	Existing Conditions Plan Production	\$ 15,050	96	2	16	80					
5	Preliminary Analysis and Key Project Strategy	\$ 7,175	43	4	16	20	1		2		
6	Preliminary Opinion of Probable Construction Cost	\$ 1,195	7	1	2	4					
7	Pre-Design/Kickoff Meeting	\$ 4,800	26	8	8	8			2		
Sub-Total:		\$ 50,120	314	25	66	210	1	0	12	0	0

FINAL DESIGN

1	Project Management	\$ 18,500	100		100						
2	Project Cost and Administration	\$ 4,920	20	18					10		
3	Geometric Layout for Taxiways, safety areas, taxiway tie-ins, stormwater control and grading	\$ 7,280	48		8	40					
4	OE/AAA Filing	\$ 3,270	22		2	20					
5	30% Construction Plans and Design	\$ 31,960	216		18	200					
6	60% Construction Plans and Design	\$ 49,360	336		16	320					
7	90% Construction Plans and Design	\$ 37,760	256		18	240					
8	100% Construction Plans and Design	\$ 6,910	46		6	40					
9	Airport/FAA/FDOT Coordination	\$ 5,660	28	8	20						
10	Project Manual and Specifications	\$ 31,580	204	4	40	160					
11	30% Design Review Meeting	\$ 4,600	24	8	8	8					
12	60% Design Review Meeting	\$ 4,600	24	8	8	8					
13	90% Design Review Meeting	\$ 4,600	24	8	8	8					
14	Final Opinion of Probable Construction Cost	\$ 3,550	22	2	4	18					
15	Quality Assurance Review	\$ 12,360	60	20	40						
16	Final Design Review Meeting	\$ 4,600	24	8	8	8					
Sub-Total:		\$ 231,450	1454	82	300	1068	0	0	10	0	0

AIRFIELD LIGHTING DESIGN

1	Record Drawings Review and On-Site Verifications	\$ 1,190	0								\$ 1,190
2	Electrical Demolition Design (Vault and Beacon)	\$ 4,000	0								\$ 4,000
3	Electrical Distribution Design (Vault and Beacon)	\$ 15,000	0								\$ 15,000
4	Taxiway Lighting and Signage Design	\$ 15,540	100	4	16	80					
5	Construction Plans and Design	\$ 27,640	184		24	180					
6	Project Manual and Specifications	\$ 8,170	54	2	8	40			4		
7	Quality Assurance Review	\$ 3,440	16	8	8						
Sub-Total:		\$ 74,980	354	14	56	280	0	0	4	0	20190

23Q-163
 Marion County Airport
 Engineering Consulting Services for Marion County Parallel Taxiways - Fee Summary
 Design and Bidding

Task	Task Description	Fee	Total Hours	Principal Engineer	Project Manager	Project Engineer	Project Planner	Resident Project Representative	Project Assistant		Sub Consultant / Fees
			Rate \$/HR	\$245	\$185	\$145	\$135	\$130	\$100		FEE \$
BIDDING											
1	Coordination with Procurement on Bidding Documents	\$ 1,510	10		6				4		
2	Bid Addenda and Responses	\$ 1,900	12		4	8					
3	Pre-Bid Conference	\$ 2,300	12	4	4	4					
4	Bid Tabulation Review and FAA Recommendation to Award	\$ 985	5	1	4						
5	FAA Construction Grant Application	\$ 4,285	29	1	4	20			4		
	Sub-Total:	\$ 10,980	68	6	22	32	0	0	8	0	0
SPECIAL SERVICES - SUBS											
1	Topographical Investigation	\$ 27,000	0								\$ 27,000
2	Geotechnical Investigation	\$ 29,000	0								\$ 29,000
3	Environmental	\$ 6,500	0								\$ 6,500
5	Permitting/ Agency Coordination	\$ 19,970	122	10	32	80					
6	Permitting Fees	\$ 5,000	0								\$ 5,000
	Sub-Total:	\$ 87,470	122	10	32	80	0	0	0	0	\$ 67,500
	Design Services Sub-Total	\$ 455,000	2312	137	476	1670	1	0	34	0	\$87,590
	TOTAL SERVICES	\$ 455,000									

Exhibit D

Contract Provisions and Required Clauses

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NOW THEREFORE, the Owner and Consultant agree as set forth below:

ARTICLE 1 – GENERAL CIVIL RIGHTS PROVISIONS

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

ARTICLE 2 – TITLE V SOLICITATION NOTICE

2.1 Title VI Solicitation Notice: The Marion County Board of County Commissioners, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section

504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

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

- Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

ARTICLE 3 – CLEAN AIR AND WATER POLLUTION CONTROL

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

Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.

ARTICLE 4 – DISADVANTAGED BUSINESS ENTERPRISE

4.1 The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 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.

ARTICLE 5 – TEXTING WHEN DRIVING

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

ARTICLE 6 – PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

ARTICLE 7 – CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

7.1 The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

ARTICLE 8 – FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

ARTICLE 9 – TRADE RESTRICTION CERTIFICATION

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

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

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

9.2 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:

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country

included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

ARTICLE 10 – CERTIFICATION REGARDING LOBBYING

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

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

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

ARTICLE 11 – OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

ARTICLE 12 – CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

12.1 The applicant must complete the following two certification statements.

- a) The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.
- b) The applicant represents that it is (✓) is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- c) The applicant represents that it is () is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

ARTICLE 13 – VETERAN'S PREFERENCE

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