

SECOND AMENDMENT TO THE AGREEMENT

In accordance with the Engineering Consulting Services for Marion County Airport - Parallel Taxiways Agreement entered into on November 21, 2023, and all of its amendments (if any), collectively (the "Agreement") this Second Amendment to the Agreement (this "Amendment") is made and entered into by and between **Hoyle Tanner & Associates, Inc.**, whose address is 95 E. Mitchell Hammock Road, Suite 200, Oviedo, FL, 32765; possessing FEIN **02-0317405**, (hereinafter referred to as "FIRM") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until completion of all services required of FIRM, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 23Q-163, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. In addition to the work already undertaken as part of the Project, FIRM is hereby retained to complete the Construction Engineering Inspection Services for Phase II Taxiway Bravo as specified in Exhibit F – CEI Proposal, attached hereto.
3. FIRM shall complete the work identified in Exhibit F – CEI Proposal (the "Work"), per Exhibit G – Milestones Schedule, attached hereto.
4. COUNTY shall make payment of Four Hundred Twelve Thousand, Nine Hundred Dollars (\$412,900) (the "Agreement Price"), to FIRM under COUNTY's established procedure. There shall be no provisions for pricing adjustments during the Term.

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

**ATTEST:**

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

\_\_\_\_\_  
GREGORY C. HARRELL,                      DATE  
MARION COUNTY CLERK OF COURT

\_\_\_\_\_  
CARL ZALAK, III                                      DATE  
CHAIRMAN

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

**BCC APPROVED:** March 17, 2026  
23Q-163-CA-02 Engineering Consulting Services for Marion County Airport - Parallel Taxiways (Bravo)

\_\_\_\_\_  
MATTHEW G. MINTER,                      DATE  
MARION COUNTY ATTORNEY

**WITNESS:**

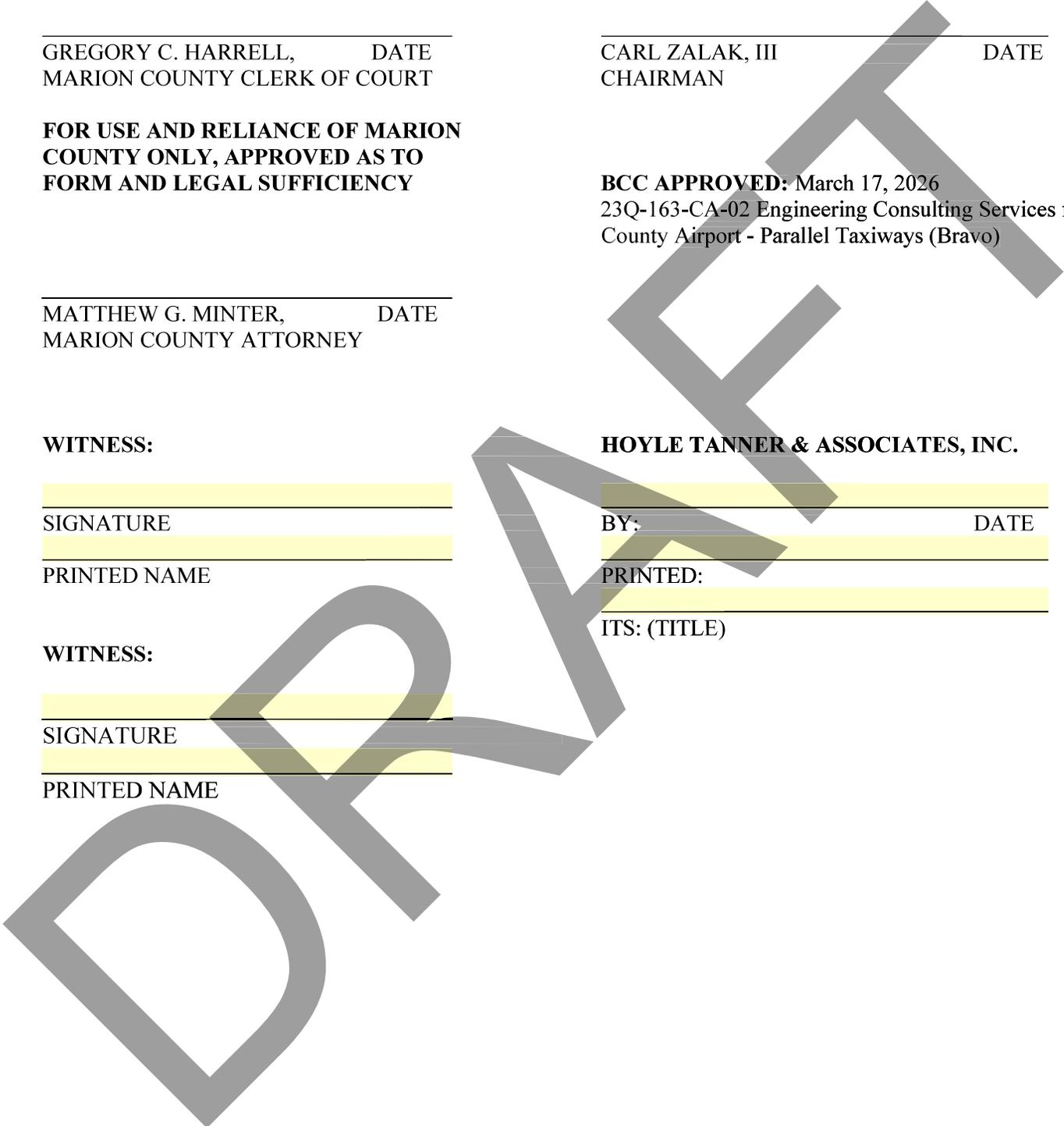
**HOYLE TANNER & ASSOCIATES, INC.**

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
BY:    DATE  
\_\_\_\_\_  
PRINTED:  
\_\_\_\_\_  
ITS: (TITLE)

**WITNESS:**

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
PRINTED NAME



## EXHIBIT F – CEI PROPOSAL

### **AGREEMENT FOR PROFESSIONAL SERVICES**

#### **23Q-163 Engineering Consulting Services for Marion County Airport – Parallel Taxiways Task Order No.2**

#### **Construction Administration and Resident Project Representative Services For Taxiway Bravo Construction, Airfield Beacon, and Vault**

This is an agreement between Marion County, Florida (Client) and Hoyle, Tanner & Associates, Inc. (Consultant) for professional services for the Client's project which is generally described as Construct Parallel Taxiways at Marion County Airport. The Consultant's services under this agreement are generally described as follows: project cost administration, construction administration, resident project representative, construction material testing, environmental and record drawing services to construct parallel taxiway Bravo.

Client and Consultant further agree as follows:

#### **Article 1: Scope of Services**

Consultant shall provide the services set forth in Exhibit A.

#### **Article 2: Client's Responsibilities:**

Client shall provide to Consultant all of Client's criteria and information as to requirements for the Project including objectives, constraints, performance requirements, and budgetary limitations.

Client shall provide Consultant with all information available to Client pertinent to Consultant's work under this Agreement. Client shall assist Consultant as necessary to obtain available pertinent information from Federal, State or local offices or from other engineers or others who have previously worked for Client on matters affecting this Project. Client shall also make available all information Client may have relative to concealed, subsurface, soil, and other conditions that are not apparent from visual, non-invasive, and non-destructive observations of the applicable site.

It may be necessary for Consultant's personnel and/or subconsultants to enter areas of the Project property. Client shall arrange for and provide Consultant with access to such areas on a timely basis.

Client shall examine all documents prepared for the Project by Consultant; and at Client's option, obtain advice from legal counsel, insurance counsel, and other appropriate advisors, and advise Consultant of any opinion or recommendations resulting from said advice.

Client shall give prompt notice to Consultant whenever Client becomes aware of anything that would have a significant effect on the scope or timing of Consultant's services.

Client shall bear all costs related to compliance with this Article of this Agreement.

If Client engages a construction manager or any other professionals for the Project in addition to Consultant; Client must define the duties and responsibilities of each professional services provider.

During the construction of the project it is recommended Client or his/her designated representative, other than Consultant, attend the following meetings: Pre-construction bid meeting, bid opening, pre-construction conference, construction progress meetings, and Project completion meetings.

Client shall advise Consultant of any safety or security programs which may be applicable to Consultant during Project site visits.

Client shall make decisions and perform other Client responsibilities in a timely manner so as not to delay Consultant's performance of services.

Client's responsibilities may include those agreed upon and identified in Exhibit A.

### **Article 3: Schedule**

Consultant is authorized to begin providing services on the effective date of the Agreement. Consultant shall perform services in conformance with the schedule guided by and subject at all times to sound judgment and practice in accordance with law and professional ethics.

If the schedule changes or orderly progress of services is impaired through no fault of Consultant; the schedule for services shall be adjusted and compensation may be adjusted by amendment to this Agreement.

Specific schedule requirements for providing services may be provided in Exhibit D.

Services will be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Notwithstanding anything to the contrary contained herein, Consultant shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control or without its negligence.

### **Article 4: Compensation and Payment for Services**

Consultant shall charge for all services requested by Client and rendered by Consultant in connection with the Project in strict accordance with the conditions set forth in this Article of the Agreement.

The charges made by Consultant under this Article and the payment of said charges by Client shall constitute full compensation for all expenses incurred by Consultant in connection with the services rendered including F.I.C.A. taxes, Federal and State unemployment taxes, costs in connection with employees' benefits, office expenses, supplies, and equipment, the general costs of doing business, and Consultant's profit; and Subconsultants engaged by Consultant for the Project, if any.

Consultant's compensation for services and the method of compensation shall be as described in Exhibit C.

Consultant shall prepare and submit monthly applications for payment for services completed under this Agreement.

Invoices shall be Consultant's standard form or other form approved by Client.

Invoices are due within thirty (30) days of receipt by Client.

If payments are not made on time, Consultant may suspend services under this Agreement, after giving Client seven (7) day notice, until payment is received by Consultant. Client waives any and all claims against Consultant due to such suspension of services and agrees to appropriate adjustments to the Project schedule and Consultant's schedule.

Client may withhold payment of a disputed invoice; however, Client must advise Consultant promptly of the reason for doing so and Client agrees to process and pay any portion of the invoice which is not in dispute. Client shall not withhold payments based on damages that Client has incurred or alleges that it has incurred unless Consultant has been adjudged liable for such damages and failed to compensate Client accordingly within 30 days of such determination.

#### **Article 5: Standard of Care**

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

#### **Article 6: Opinions of Cost**

When included in Consultant's scope of services, opinions or estimates of probable construction costs are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

#### **Article 7: Compliance with Laws and Regulations**

Consultant shall review codes, regulations, and laws applicable to Consultant's services and shall exercise professional care to design in compliance with all applicable codes, regulations and laws in effect as of the effective date of this Agreement. Consultant cannot warrant that the applicable interpreting or enforcing authority will similarly interpret such requirements.

If such codes, regulations and laws change during the project and are imposed during the project by government authorities with jurisdiction over the project, such changes may require changes to the Consultant's scope of services, schedule and compensation.

#### **Article 8: Underground Facilities**

The location of underground facilities may be required in order to perform subsurface explorations for the project and the location of underground facilities may be shown on the construction Contract drawings.

Unless otherwise provided, Client shall provide Consultant with the locations of underground facilities, structures and utilities. If the locations are not known, are inaccurate or cannot be confirmed, Client accepts and retains all risk of damages or losses resulting from the exploration work.

Consultant will take reasonable precautions to avoid damage to underground facilities and shall coordinate the locations of such facilities with known owners of the facilities.

The information shown on the construction Contract drawings with respect to underground facilities shall be based on information furnished by the facility owners to the Client and Consultant and Consultant shall not be responsible for the accuracy or completeness of such information.

If conditions or locations of underground facilities are found to be different during construction appropriate adjustments, if any, shall be made in accordance with the provisions of construction Contract.

#### **Article 9: Construction Phase Services**

If this Agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any Contractor, Subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Consultant, including the resident project representative if provided, does not assume any responsibility for the Contractor's failure to perform the construction in accordance with the Contract documents.

Site visits and observations by Consultant are intended to provide Client greater confidence that the completed work by the Contractor will conform to the Contract documents; and site visits are not detailed inspections and do not extend to every aspect of the Contractor's work.

#### **Article 10: Design without Construction Phase**

Consultant and Client agree that if Consultant's services do not include construction phase services, Client or Client's designated agent shall be solely responsible for interpretation of the Contract documents and observing the work of the Contractor to discover, correct and mitigate errors, inconsistencies or omissions and if Client authorizes deviations from Consultant prepared documents or if conditions are discovered that are not accounted for in the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents and employees harmless from and against claims, losses, damages and expenses, including but not limited to defense costs and time of Consultant, to the extent such claims, loss, damage or expenses arise out of or results in whole or in part from such deviations, regardless of whether or not such claims, loss damage or expense is caused in part by a party indemnified under this provision.

#### **Article 11: Use of Documents and Ownership of Electronic Documents**

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein.

Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Documents that may be relied upon by Client are limited to those that are signed or signed and sealed by Consultant, which may be in electronic or hardcopy format in conformance with professional engineering practice regulations in effect in project jurisdiction. Any conclusion or information obtained or derived from such other documents will be at the user's sole risk.

When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

#### **Article 12: Insurance**

Consultant procures and maintains insurance as set forth in Exhibit B. Consultant shall cause Client to be an additional insured on any applicable general liability insurance policy of the Consultant. Consultant shall provide Client reasonable notice of changes to any policy.

Client shall procure and maintain workers' compensation insurance, employer's liability insurance, general liability insurance, excess or umbrella liability and automobile liability insurance. Client shall cause Consultant and its subconsultants to be additional insureds on any general liability policies and as loss payees on any property insurance policies of Client applicable to the projects.

Client shall require Contractor to carry workers' compensation, general liability, property damage, motor vehicle damage and injuries and other insurances to protect Client and Consultant and subconsultant; and Client shall require Contractor's policies to cover Consultant and its subconsultants as additional insureds.

Client may request Consultant and/or subconsultants provide and maintain additional insurance coverage, at the expense of client.

#### **Article 13: Suspension and Termination**

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

#### **Article 14: Indemnification and Limitation of Liability**

To the fullest extent permitted by law, Consultant shall indemnify Client, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but

only to the extent they are found to be caused by a negligent act, error, or omission of Consultant or Consultant's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify Consultant, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Client or Client's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.

#### **Article 15: Dispute Resolution**

Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

#### **Article 16: Environmental Conditions**

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). Further, Consultant has no responsibility for the handling, identification, remediation, or presence of any hazardous materials at the site.

#### **Article 17: Controlling Law**

This Agreement shall be governed by the laws of the principal place of business of Consultant/Florida.

#### **Article 18: Successors and Assigns**

Client and Consultant each binds itself, its partners, successors, executors, administrators and assigns, to the other party of the Agreement and to the partners, successors, executors, administrators and assigns, for such other party to all covenants of this Agreement.

Except as above, neither Client nor Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other party hereto.

Nothing in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of the services of this Agreement.

**Article 19: Severability**

If any of the terms and conditions of this agreement are deemed unenforceable or invalid, in whole or in part, by judgment or order of a court, that shall not affect the remaining terms and conditions of the Agreement and they shall remain in full force and effect.

**Article 20: Waiver of Provisions**

Non-enforcement of any provision of this Agreement by Client or Consultant shall not constitute a waiver of that provision; and non-enforcement shall not prohibit subsequent enforcement of the provision or any other provision of the Agreement.

DRAFT

# 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 BRAVO, AIRFIELD BEACON, AND VAULT (CONSTRUCTION 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 the construction of a design of a partial-length parallel taxiway (3,291' x 35') to Runway 10-28.. The project will allow aircraft to safely traverse the airfield in preparation for departure and after landing. The project will be constructed to meet the current FAA standards.

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. Taxiway Bravo (Partial Length Parallel to Runway 10-28): Construct 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. Construction will include taxiway edge and centerline striping. Grading, drainage, and turfing will also be constructed, all in accordance with FAA and FDOT requirements.
2. Construct 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.

3. Construct 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 is as follows:

- A. Construction Administration

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

- A. Project and Cost Administration
- B. Record Drawings
- C. Resident Project Representative
- D. Construction Materials Testing
- E. Environmental & Wildlife Services

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 SPONSOR 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. Construction Administration Services

- a. Conduct a Pre-Construction Conference

Prepare for, attend, and conduct one pre-construction conference with the contractor, COUNTY, FAA, FDOT, and airport users to discuss in detail the requirements and responsibilities for items such as the contractor's responsibility for shop drawing submittal and safety, etc. ENGINEER will prepare the minutes of the meeting and distribute them to the list of attendees.

- b. Office Support

Provide office support during construction, i.e., set up files, prepare correspondence, prepare change orders, review daily construction reports, and review material test reports.

- c. Process Shop Drawings

Receive shop drawings supplied by the contractor for determination of conformance with the design concept of the project and information given in the technical specifications. Determine the acceptability, subject to COUNTY,

FAA, and FDOT approval, of substitute materials and equipment proposed by the contractor and receive and review (for general content as required by the specifications) maintenance and operation instruction, schedules, guarantees, and certificates of inspection which are to be assembled by the contractor in accordance with the contract documents. Provide a copy of all approved submittals to COUNTY.

d. Site Visits

Site visits will be on a weekly basis by the ENGINEER during construction and as needed for mandatory construction testing requirements. Estimated trips/visits are based on a **180-calendar day** construction schedule plus a **30-day** punch list.

e. Interpret Plans

Issue necessary interpretations and clarifications of the contract documents. Review and prepare change orders as required and as may be initiated or recommended by the COUNTY, ENGINEER, or the contractor.

f. Review Pay Requests

Review the contractor's applications for payment and accompanying data and schedules. Based on-site observations as a professional, experienced and qualified in construction observation, ENGINEER shall determine the amount owing to the contractor and recommend in writing, payments to the contractor in such amounts; such recommendations of payment will constitute a representation to the COUNTY based on such observations and review, that the work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents. ENGINEER will review requests for payment for materials stored and monthly submittals of releases of liens, but will not be deemed to have represented that he has made examination to determine how or for what purposes the contractor has used the monies on account of the Contract Price, or that title to any of the contractor's work, materials or equipment has passed to the COUNTY free and clear of any lien, claims, security interests and encumbrances.

g. Perform Final Inspection and Prepare Closeout Report of the completed PROJECT

Attend final inspection and prepare Closeout report to include Certificate of Substantial Completion, Construction Contract Time Summary and Construction Cost Summary.

h. Review Contractor's Record Information

Review record information prepared by the contractor and signed and sealed by a professional land surveyor on behalf of the contractor.

## **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. Project & Cost Administration**

- a. Scope of Services and Contract - The CONSULTANT shall communicate and coordinate with the owner via telephone, letters, and email requesting the authority to proceed with the preliminary phases of the proposed project pending the execution of the CONSULTANT services agreement. The CONSULTANT will prepare a CONSULTANT services agreement including a detailed work scope narrative and itemized fee schedule for submission to the owner and the FAA for review and approval. The CONSULTANT will coordinate the preparation of the contract with the owner's staff. The CONSULTANT will make changes to the work scope narrative and the fee schedules of the selected proposal. The CONSULTANT will make changes to the contract document standard provisions at the request of the owner's legal counsel and with the approval of the CONSULTANT's executive management. The CONSULTANT will prepare letters of transmittal and will distribute (3) copies of the final contract to the owner and the CONSULTANT's executive management for original authorized signatures. The CONSULTANT will prepare letters of transmittal and will distribute one (1) signed original copy of the fully executed contract to the owner, one (1) signed original copy to the CONSULTANT's executive management, one (1) signed photocopy to the state, and one (1) signed photocopy to the FAA.
- b. Develop a fee estimate and provide the sponsor with a blank independent fee estimate (IFE) spreadsheet for their use. Once the IFE is complete, provide the Sponsor with the Hoyle Tanner Team's fee estimate and negotiate to achieve a mutually acceptable fee. Revise the scope and fee as necessary to reflect any required changes.
- c. Preparation of Contract documents and supporting back-up documentation required in connection with the Project.
- d. Request Geotechnical Services for testing the pavement section during construction. Provide scope and sketch of limit of work; review Subconsultant proposal; negotiate price; prepare and execute Subconsultant agreements; review Subconsultant monthly invoices, and recurring coordination with Subconsultant on matters of contracting, insurance certificates, schedule updates and related tasks.
- e. Prepare Airport Improvement Program (AIP) Grant Application, to include SF 424 Application for Federal Assistance form, including project sketch, narrative, financial summary, and Owner identification information.
- f. Provide assistance with forms and supporting documentation required of the Sponsor to obtain partial grant payments from the FAA and under each grant. Task includes financial document collection and organization, and assistance with filing US DOT e-Delphi requests online. Assume

monthly support for the duration from grant acceptance to grant closeout.

- g. Assist sponsor with annual DBE reporting.
- h. Assist Owner by filling out FAA Quarterly Progress Reports while project is in the construction phase. Assume quarterly support for the duration from grant acceptance to grant closeout.
- i. File end of year E-Delphi Airport Improvement Program Grant Financial Summary report, either SF Form 425, and SF 270 (Planning) or SF 271 (Non-Planning) forms.
- j. In-House Administration – The CONSULTANT will provide general project administration and coordination including in-house staff review of the project’s progress, in-house staff communication, and dissemination of project data and information to in-house staff in the form of internal memos, discussions, meetings, and updates to apprise the project team, owner, and funding agencies of new developments throughout the construction phase of the project.
- k. Cost and Schedule Administration – The CONSULTANT will prepare a brief work-plan for distribution to the Owner and interested parties to inform them of the goals and objectives of the construction phase of the project including sub-consultants and their assignments and duties, project budget, project schedule, and project contacts. The CONSULTANT will make periodic adjustments to the construction costs and schedules as modified by actual construction and conditions in the field, subject to any change orders, requests for information (RFI’s), or field directive changes, as necessary and applicable. The CONSULTANT will notify the owner, FDOT and FAA immediately of any impacts to the budget.
- l. Accounting Administration – The CONSULTANT will provide general project administration and coordination with staff of their accounting department. The CONSULTANT will prepare any internal close-out forms. The CONSULTANT will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections when necessary. The CONSULTANT will process and approve invoices received from sub-consultants and vendors providing services to the CONSULTANT throughout the construction phases of the project. The CONSULTANT will prepare and submit monthly invoices to the owner for services provided to the owner and for costs incurred by the CONSULTANT and its sub-consultants.
- m. Other General, Outside, and Miscellaneous Administration – The CONSULTANT will provide miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone conversations with the owner, the state, the FAA, and other interested parties; disseminating interim project information to the owner, the state, the FAA, and other interested parties; and organizing, maintaining, and archiving the project records for a period of seven (7) years.

**B. Record Drawings**

Prepare record drawings based upon record information submitted by the contractor and RPR, and provide one set of hard-copy black-line drawings on bond paper to the SPONSOR. An updated hard-copy paper black-line bond paper Airport Layout Plan will be delivered to the SPONSOR, FAA, and FDOT at this time as well. This phase includes the FAA project close-out report and DBE accomplishments percentages calculations.

- a. Record Drawings - The engineer will prepare four (4) sets of paper copies of the record drawings and final quantities representing the completed project and reflecting the actual work accomplished during construction. The engineer will distribute the four (4) sets of record drawings to the owner, the FAA, and the state for signatures. The engineer will prepare and distribute one (1) set of bond copies of the record drawings to the owner after the record drawings have been signed by all parties.
- b. Airport Layout Plan Drawing - The engineer will update the electronic versions of the Airport Layout Plan drawing which is identified as Sheet 3 of the Airport Layout Plan drawing set. The engineer will update the drawing to reflect the actual work accomplished by the project.
- c. Project Close Out Report - The engineer will prepare the final project documentation in the form of a project close out report that consolidates the project related information that will be required by the FAA to formally close out the project. The engineer will include in the close out report all general, fiscal, miscellaneous, engineering and construction information, and submissions certifications listed on the FAA project closure summary checklist. The engineer will distribute one (1) copy of the project close out report each to the owner, the FAA and the state.

**C. Full Time Resident Project Representative**

The CONSULTANT will furnish full-time RPR services throughout the estimated 365 calendar day construction period for the PROJECT. The RPR will in general:

- a. Undertake a pre-field review of the plans and specifications in order to become familiar with the PROJECT documents and PROJECT work site.
- b. Attend pre-construction conference.
- c. Be present five workdays per week (50 hours per week) to observe the construction activities for conformance with the intent of the design and FAA/FDOT standards. The engineer will provide a qualified construction resident engineer to observe that the construction is carried out in reasonable conformity with the contract documents and in accordance with the customary practices of professional engineers and consultants.
- b. Measure, compute, and/or monitor quantities of work performed and quantities of materials in-place for partial and final payments to the contractor. The resident engineer will prepare and maintain cost estimates and construction quantity estimates for use in preparing monthly payment reimbursement requests and for monitoring the progress of the consultant's work. The resident engineer will prepare daily construction progress reports of the construction activities that are observed and will submit the reports to the engineer for review. The resident engineer will prepare monthly construction summary reports of completed work that has been accepted and approved and will submit the reports to the engineer for review.

- c. Review and approve initial requests for monthly and final payments to the contractor, prior to forwarding them to the CONSULTANT for further review and approval.
- d. Coordinate the construction activity with the SPONSOR and attend construction meetings. Advise CONSULTANT of any construction problems, RFI's, and any necessary Change Order work, and make suggestions for resolution.
- e. Review up-to-date record drawings completed by and received from the Contractor. Maintain a separate set of red-lines for consolidation with the Contractor's red-line annotations of the construction plans and for incorporation into the as-built record drawings by the CONSULTANT.
- f. Advise CONSULTANT on suitability of materials to be used in construction.
- g. Attend the final inspection.
- h. The resident engineer will be the engineer's primary contact with the contractor and their subcontractors during construction. The resident engineer will be available to meet with the representatives of the owner, the FAA, the state, and other interested parties at the project location. The resident engineer will coordinate and supervise the engineer's subconsultants and personnel who are performing on-site testing, surveying, or other project related services.
- i. The resident engineer will monitor and coordinate the construction progress; will coordinate with the owner, the engineer, and the contractor; will provide construction oversight to ensure that the work is proceeding according to the construction contract documents; and will notify the engineer if problems, disputes, or changes arise during construction.
- j. Review and approve the Contractor's payroll and wage rates per federal standards, prior to forwarding to the CONSULTANT for further review and approval. The resident engineer will conduct Federal wage rate surveys with the consultant's personnel and their sub-contractor's personnel to ensure compliance with the U.S. Department of Labor regulations for federally funded construction projects. The resident engineer will submit the wage rate survey records to the engineer for review.
- k. The resident engineer will assist the contractor with construction surveying to identify the limits of work, to determine elevations and grades, to locate physical features discovered during construction, and to calculate quantities of materials either removed or utilized on the project. The contractor's construction survey data will be incorporated into the record drawings at the completion of the project. The engineer will provide the resident engineer with CADD support to plot the results of the construction survey data.
- l. Undertake post-field work as necessary in order to close out the PROJECT.

**D. Control and Testing of Construction Materials**

The CONSULTANT will arrange for the work necessary to provide for the proper control and testing of construction materials, per FAA specifications and in conformance with the Construction Management Plan. This work will include:

- a. Provide asphalt plant inspection and materials reporting and supervision, on all days of paving.
- b. Review job mix formula for bituminous concrete to be furnished for the PROJECT.
- c. Obtain samples and have necessary laboratory testing performed on aggregates, on site soils and excavation/embankment materials, base, and sub-base mixed materials, as per the project design plans.
- d. Conduct field density tests to check the compaction of subgrades, fills, and base and subbase courses.
- e. Conduct nuclear backscatter density and moisture testing, and pill coring of completed bituminous concrete pavements for laboratory testing.
- f. Determine in-place density of bituminous concrete pavements by laboratory testing in accordance with FAA regulations and design/construction standards.
- g. Take field LBR or CBR samples for test with design requirements.

**E. Environmental & Wildlife Services**

- a. Gopher Tortoise and Burrowing Owl Survey – Conduct a 100% gopher tortoise burrow survey and Burrowing Owl survey over the suitable habitat in the clearing areas and 25 feet adjacent to the clearing areas.
- b. Wildlife Relocation and Conservation Permits – The results of the 100% gopher tortoise and burrowing owl survey will be used to apply for the needed FFWCC Conservation permits for the excavation of the gopher tortoise burrows and off-site relocation of gopher tortoises. Proper authority will also be obtained to scope and excavate the burrowing owl burrows.
- c. FFWCC Mitigation Contribution – Coordination of the FFWC mitigation contributions for each gopher tortoise permitted for relocation and burrowing owl permitted for incidental take.
- d. Burrow Excavation and After-Action Reporting – Prior to the relocation effort, coordination will take place between the backhoe operator and the general contractor. Supervision of the burrow excavations as needed to meet FFWC requirements. After Action Reporting will be completed detailing the capture/relocation actions to the FFWCC Permit Coordinator utilizing the FFWCC on-line permitting system.

## V. ADDITIONAL SERVICES

When required by the SPONSOR 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 SPONSOR.

1. Services in connection with work directive changes and change orders to reflect changes requested by SPONSOR.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor(s); and services after the change order approval in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor.
3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction (2) a significant amount of defective or neglected work of any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any contractor.
5. Services resulting from revisions and renegotiations should the SPONSOR reject prices.
6. Evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the work.
7. Services resulting from the contractor's failure to complete his work in the number of days allowed in the contract between the SPONSOR and the contractor.

## 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.

1. In the absence of other known standards identified herein, all contract documents (technical specifications and construction drawings) will be developed utilizing ENGINEER'S selected format.
2. All construction drawings will be 24" x 36" and will be created in AutoCAD, Rel. 2018 or later.

3. Specifications, reports, and other word processing letters/memorandums/reports, etc. shall be created in Microsoft Word.
4. ENGINEER'S Project Manager and/or Project Engineer, as necessary, will attend a maximum of the number of meetings identified below during construction phases. These meetings will be held at the airport or COUNTY Offices and include:
  - 1 Pre-Construction Meeting
  - 25 Construction Meetings
  - 1 Final Inspection
5. All as-built drawings necessary for the development of the base plans for the PROJECT will be compiled and provided to ENGINEER by SPONSOR.
6. All permits required as a result of this project other than mentioned herein shall be identified by the ENGINEER in the contract documents and shall be obtained by either the SPONSOR or the successful Contractor as appropriate prior to the beginning of the construction of the PROJECT.

## **VII. SPONSOR'S RESPONSIBILITIES**

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

- A. Designate a person to act as SPONSOR'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 SPONSOR'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.

## Exhibit B INSURANCE

Consultant has the following Insurance coverages:

- |   |               |                                    |
|---|---------------|------------------------------------|
| a. Workers' Compensation and Employers' Liability | \$ 1,000,000  | Each Accident                      |
|   | \$ 1,000,000  | Disease-Each Employee              |
|   | \$ 1,000,000  | Disease-Policy Limit               |
| b. General Liability Commercial Package           | \$ 1,000,000  | Each Occurrence                    |
|   | \$ 2,000,000  | General Aggregate                  |
|   | \$ 2,000,000  | Products- Comp/Op Agg              |
|   | \$ 1,000,000  | Personal & Adv Injury              |
|   | \$ 10,000     | Med Exp (any one person)           |
| c. Umbrella                                       | \$ 10,000,000 | Each Occurrence                    |
|   | \$ 10,000,000 | Aggregate                          |
| d. Business Auto (Hired and Non-Owned)            | \$ 1,000,000  | Combined Single Limit Per Accident |
| e. Professional Liability                         | \$ 5,000,000  | Per claim                          |
|   | \$ 5,000,000  | Annual Aggregate                   |

## EXHIBIT C Compensation for Services

Client shall pay Consultant for services set forth in Exhibit A and in accordance with the provisions of Article 4 of this Agreement as follows:

### C.1 Lump Sum Method of Payment

EXHIBIT "D" - COMPENSATION FOR SERVICES		
Project Administration, Construction , and Resident Engineering Services for Taxiway Bravo Construction		
at Marion County Airport Dunnellon, Florida		
Hoyle Tanner Project No. TBD		
ESTIMATE OF ENGINEERING COSTS		
Project Cost Administration	Hoyle Tanner Phase 31	\$22,000.00
		TOTAL LUMP SUM FEE
Construction Administration	Hoyle Tanner Phase 71	\$93,000.00
		TOTAL LUMP SUM FEE
Resident Engineering	Hoyle Tanner Phase 72	\$168,000.00
		TOTAL LUMP SUM FEE
Project Closeout	Hoyle Tanner Phase 83	\$10,300.00
		TOTAL LUMP SUM FEE
Expenses and Subconsultants	Hoyle Tanner Phase 99	\$119,600.00
		TOTAL LUMP SUM FEE
<b>TOTAL PROJECT COST:</b>		<b>\$412,900.00</b>

Consultant shall notify Client if the scope of services changes to the extent that the compensation needs to be adjusted and, if needed, negotiate an appropriate fee adjustment with Client.

Lump sum amounts include compensation for the Consultant's services and the services of the Consultant's subconsultants unless subconsultant fees are specifically identified as separate.

Reimbursable expenses such as transportation, postage, telephone, fax, printing and rental equipment are included in the lump sum amounts unless specifically estimated and identified as separate compensation.

Consultant shall bill Client based on the Consultant's estimate of the percentage of the services completed during the billing period.

EXHIBIT G - MILESTONES SCHEDULE

**EXHIBIT D**  
**Milestones Schedule**

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

Phase	Estimated Start Date	Estimated Duration
<u>Project Initiation</u> BOCC Award Hoyle Tanner Task Order  BOCC Award Construction Contract	March 2026	1 Month
<u>Pre-Construction Environmental Phase</u> Obtain Florida Fish and Wildlife Conservation Commission Permits for Gopher Tortoise and Burrowing Owl  Gopher Tortoise Survey, Excavation and Relocation and Mitigation  Burrowing Owl Observation and Relocation	April 2026	6 Months
<u>Construction Phase</u> Pre-Construction Meeting  Construction (180 days) Final Inspection	October 2026	6 months
<u>Project Closeout Phase</u> Review As-Built Drawings  FAA Closeout Report Documentation	April 2027	2 Months

\*From the date of Acceptance (see Page 7 of the agreement)