

**AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 2nd day of December 2024, by and between the **CITY OF LAKELAND, FLORIDA**, a Florida municipal corporation, hereinafter referred to as the “City,” located at 228 S. Massachusetts Avenue, Lakeland, Florida 33801-5050, and **ATKINSREALIS USA INC.**, a Florida corporation, hereinafter referred to as the “Engineer,” located at 4030 W Boy Scout Boulevard, Suite 700, Tampa, Florida 33607.

W I T N E S S E T H:

WHEREAS, the City wishes to obtain Engineering Services for **Design of the Taxiway A Shoulders and Holding Bay** at Lakeland Linder International Airport (hereinafter referred to as “Project”) pursuant to City of Lakeland Request for Qualifications (RFQ) 2024-RFQ-221; and

WHEREAS, the Engineer is qualified and willing to provide such engineering services; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM

1.1 This Agreement shall be effective the 2nd of December, 2024 (“Effective Date”) and shall remain in effect until the 30th of September, 2026 unless otherwise terminated as provided herein.

2.0 DESCRIPTION OF SERVICES

2.1 The Scope of Services generally to be provided by the Engineer pursuant to this Project are generally defined in Attachment “A”.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 The City may make changes in the services to be provided pursuant to this Agreement at any time by giving written notice to the Engineer. If such changes increase, decrease, or eliminate any amount of work, the City and the Engineer will negotiate any change in total cost or schedule modifications. If the City approve any change, this Agreement shall be modified pursuant to a written change order executed by the parties to reflect the changes. The Engineer shall be compensated for said services in accordance with the terms of Section 5.0 herein. All change orders shall be authorized in writing by the City’s designated representative.

- 3.2 All of the City's change orders shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 **SCHEDULE**

- 4.1 The Engineer's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress with regard to this Agreement and any change orders hereunder. The Engineer shall perform its services in conformance with the mutually agreed upon schedule set forth in this Agreement. The Engineer shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis. Should the Engineer fall behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed upon schedule.
- 4.2 No alteration to the schedule for completion of services shall be granted to the Engineer without the City's prior written consent, except as provided in Sections 3.0 and 20.0 herein.
- 4.3 In the event of a delay attributable to the acts or inaction of the Engineer, Engineer shall reimburse City for its direct cost to the extent caused by the Engineer's delay.

5.0 **METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER:**

- 5.1 The "Engineer's Professional Services Fee Schedule" (the 'Fee Schedule') as set forth in Attachment "B" shall be used as a basis for payment for services under this Agreement. This Fee Schedule includes wages, salaries, payroll related taxes, insurance, overhead and profit. The hourly rates and unit prices for materials, testing, etc., set forth in the Fee Schedule shall be firm throughout the term of this Agreement.
- 5.2 The City agrees to pay or compensate the Engineer for the Professional Services as specified in accordance with the following method:
- 5.2.1 A not to exceed cost based upon the hourly rates and costs set forth in the Fee Schedule. Unless specified otherwise in writing, not to exceed prices shall include, but may not be limited to, reimbursable expenses. At monthly intervals, the Engineer shall submit invoices for services rendered and for reimbursable expenses incurred. The invoices shall be based upon the Engineer's actual expenses incurred and actual work performed per individual and shall include the labor cost summary and progress statement. Each summary shall state the names and classifications of all personnel who performed services and the number of hours and rates worked by each. Only invoices submitted with the proper details will be processed for payment. City shall notify Engineer within seven (7) days of receipt of invoice if invoice requires clarification. In addition, Engineer shall provide written documentation, including invoices, for any third party services, contract employees or subcontractors used for services pursuant to this Agreement.

5.3 The City shall pay the Engineer as follows:

5.3.1 For services and expenses of independent professional associates, third parties, contract employees, consultants and/or subcontractors employed by the Engineer, the amount invoiced to the Engineer times a factor of 1.0 for invoices to the City.

5.3.2 On an hourly basis as an expert witness for any litigation, mediation, arbitration or other legal or administrative proceeding and for time spent in preparation for such litigation. In the event of such proceeding, the City and Engineer shall enter into a Supplemental Agreement setting forth the services Engineer shall provide and the rate of compensation for such services.

5.4 Payments due Engineer under this Agreement shall be made by check or via auto deposit and if by check mailed to the address or Post Office Box identified in the remittance instructions on the Engineer's most recent invoice. The Remittance Advice document shall be mailed with the check to the identified address or Post Office Box.

5.5 FDOT's rates shall be used as the basis for payment for actual costs of all Reimbursable Expenses incurred in connection with the services rendered by the Engineer. Said Reimbursable Expenses shall be passed through at a cost factor of 1.0.

5.6 At the end of each billing period, the Engineer shall provide the City with a written report showing the actual progress of the consulting work completed compared to the Project schedule for completion of the work to the end of such period along with the invoice submittal.

5.7 Invoices must show a breakdown of the number of hours worked by each person performing services pursuant to this Agreement, hourly rate, functional title and any reimbursable expenses.

5.8 Records of the Engineer's hours charged and Reimbursable Expenses pertinent to Engineer's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. These records will be made available to the City for audit upon request by the City. Copies will be made available to the City on request prior to final payment for the Engineer's services.

5.9 A listing of milestone tasks and associated costs shall be provided with each invoice, including the labor cost summary as set forth in Section 5.2.1 of this Agreement. Billing statements will be categorized and sub-totaled by each task noted in each respective section with a cumulative total billing amount on the bottom of each statement. The total compensation earned will then have previous billings deducted for a net payment due. A written narrative explaining the work that has been accomplished during the billing cycle and a revised schedule shall also be submitted by Engineer, and failure to do so may be cause to withhold payment. Engineer agrees that the City reserves the right to withhold any amounts deemed to be in question or in advance of actual work progress, and must provide the Engineer within seven days of receipt with a written explanation of the billing amounts

that are in question. Should any services be needed that are out-of-scope, the Engineer will provide a detailed written change order request for the authorization of said additional services complete with justification and a not-to-exceed estimate of additional costs. This request for an additional authorization must be approved by the City in advance of said work. Any additional work performed without prior written authorization will be at Engineer's sole cost and will be viewed as non-compensable.

- 6.0 The "Deliverables" are defined as written reports, findings, specifications or anything else that is the end product of work performed by the Engineer for the City. The Engineer shall, within such time constraints as may be set forth in the Scope of Work, submit to the City the deliverables identified in the Scope of Work. The Engineer shall upon completion of all work, submit to the City all information developed in the course of the consulting services. The Engineer shall, upon request by the City and upon completion or termination of this Agreement, deliver to the City all material furnished to the Engineer, provided the City identifies those materials in writing.

7.0 **RIGHT TO INSPECTION AND OWNERSHIP OF RECORDS**

- 7.1 City, FAA, Department of Transportation (DOT) and FDOT or its affiliates shall at all times have the right to review or observe the services performed by Engineer. The Engineer shall maintain books, records and documents pursuant to this Agreement in accordance with generally accepted accounting procedures and practices. The Engineer agrees to provide the Sponsor, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Engineer which are directly applicable to the Agreement for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required pursuant to this Agreement for a period of not less than three (3) years after final payment is made and all pending matters are closed, whichever is later.
- 7.2 No inspection, review, or observation shall relieve Engineer of its responsibility under this Agreement.

7.3 **AUDIT AND RECORD KEEPING REQUIREMENTS PURSUANT TO CITY'S GRANT AGREEMENTS**

7.3.1 Representatives of the State of Florida, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Engineer's books, documents, papers and records, including electronic storage media, as they may relate to the City's Grant Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

7.3.2 Engineer shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds DEO provided under City's Grant Agreement to the City to which the City paid to the Engineer pursuant to this Agreement.

7.3.3 Engineer shall comply with all applicable requirements of Florida Statute §215.97 and the Audit Requirements set forth in the City's Grant Agreement; and, if an audit is required thereunder, Engineer shall disclose all related party transactions to the auditor.

7.3.4 Engineer shall retain all of its records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement.

8.0 PROGRESS MEETING

8.1 City's designated Project Manager may hold progress meetings more frequently if required and/or requested and approved by City than defined in under this Agreement upon prior notice to the Engineer. Engineer's Project Manager and all other appropriate personnel shall attend such additional meetings as designated by City's Project Manager, and Engineer shall be compensated at the billing rates set forth in Section 5.0 unless said meeting is for the purpose of discussing project delays wholly attributable to the Engineer.

9.0 SAFETY

9.1 Engineer agrees to comply with City's safety standards while on the property of City. A listing of City's standard safety standards is included in Attachment No.2, which is hereby made a part of this Agreement.

9.2 Engineer shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services hereunder.

9.3 Engineer shall not be responsible for the means, methods, techniques, sequences, or procedure of construction selected by contractors or the safety precautions and programs incident to the work of any contractors.

10.0 REASONABLE ACCESS

10.1 During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises for purposes of fulfilling its obligations under this Agreement.

11.0 INSURANCE

11.1 Engineer shall maintain in force during the term of this Agreement, at its own expense, insurance as set forth in Attachment No.1, which is hereby made a part of this Agreement.

12.0 COMPLIANCE WITH LAWS AND REGULATIONS

12.1 Engineer shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement including, but not limited to, all FAA or FDOT requirements as may be amended from time to time and as further specified in Attachment "C".

13.0 REPRESENTATIONS

- 13.1** Engineer represents that the services provided hereunder shall conform to all requirements of this Agreement; shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered under similar conditions.
- 13.2** Engineer represents that the personnel furnishing such services shall be fully qualified and competent to perform the services assigned to them and that such guidance given by, and the recommendations and performance of such personnel shall reflect their professional knowledge and judgment.
- 13.3** Subject to the provisions of this Section, should Engineer breach the representations set forth herein, City shall have such remedies as may be provided at law or equity. Without limiting the generality of the foregoing, if prior to the expiration of the period specified by Florida Statute from the date Engineer completes its services pursuant to this Agreement, Engineer's services are noncomplying, defective, or otherwise improperly performed and City notifies Engineer in writing that a defect, error, omission or noncompliance has been discovered in Engineer's services, Engineer shall, at the option of City: (a) correctly re-perform such noncomplying, defective, or otherwise improperly performed services at no additional cost to City; (b) refund the amount paid by City attributable to such noncomplying, defective, or otherwise improperly performed services.

14.0 COVENANTS AGAINST INFRINGEMENT

Engineer covenants that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Engineer shall indemnify, hold harmless, and defend City, its officers, directors, employees, and assigns from liability, including reasonable expenses, legal or otherwise, for actual infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other item as delivered under this Agreement without alteration or modification.

15.0 INDEMNIFICATION

- 15.1** Engineer shall enter into the indemnification set forth in Attachment No.3, which is hereby made a part of this Agreement.

16.0 DOCUMENTS

- 16.1** Upon City's or its Designee's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, Engineer shall provide City or its designated Project Leader with a copy of all documents prepared by Engineer under this Agreement, change order or any amendment hereto.
- 16.2** The parties acknowledge that the City is a Florida municipal corporation and subject to the Florida Public Records Law.

16.3 IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

In accordance with Florida Statute §119.0701, the Engineer shall keep and maintain public records required by the City in performance of services pursuant to the contract. Upon request from the City's custodian of public records, Engineer shall provide the City 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 pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Engineer shall 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 contract term and following completion of the contract if the Engineer does not transfer the records to the City. Engineer shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Engineer or keep and maintain public records required by the City to perform services pursuant to the contract. If the Engineer transfers all public records to the City upon completion of the contract, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the contract, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

16.4 All drawings, tracings, plans, designs, models, photographs, reports, surveys, calculations, specifications, maps, computer programs and other data prepared or obtained solely in connection with this Agreement and under a specific Task Authorization hereto shall remain the property of the City whether the project for which they are made are executed or not. A set of electronic files formatted to AutoCAD and in Microsoft Word for specifications and reports shall be provided to the City. A set of reproducible drawings shall be provided for the City's files. The above-specified documentation/data prepared by the Engineer shall be delivered by the Engineer to the City at the conclusion of the project or termination of the Engineer's services. The Engineer, at its own expense, may retain copies for its files and internal use. Notwithstanding any provision to the contrary, Engineer shall retain ownership of its standards, design specifications, databases, computer software and any other of Engineer's proprietary property.

17.0 ASSIGNMENTS AND SUBCONTRACTS

- 17.1** Engineer shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of City which shall not be unreasonably withheld.
- 17.2** If upon receiving written approval from City, any part of this Agreement is subcontracted by Engineer, Engineer shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
- 17.3** If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Engineer who shall take immediate steps to remedy the situation. City shall also be given direct access to the subcontractor.
- 17.4** If any part of this Agreement is subcontracted by Engineer, prior to commencement of any work by the subcontractor, Engineer shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth under this Agreement.

18.0 INDEPENDENT CONTRACTOR

- 18.1** At all times during the term of this Agreement, Engineer shall be considered an independent contractor.

19.0 DEFAULT

Each of the following shall constitute a default under this Agreement: (a) Engineer is adjudged to be bankrupt; (b) Engineer makes a general assignment for the benefit of its creditors; or (c) Engineer fails to comply with the material terms, conditions or provisions of this Agreement. If, during the term of this Agreement, Engineer shall be in default of this Agreement, City may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until City give written notice of default to Engineer with at least ten (10) days to cure such default. If Engineer fails to correct such delinquency or default, City may terminate this Agreement and pursue such remedies as may be available at law or in equity. Engineer shall be paid compensation for services performed in accordance with the terms/conditions set forth in the Agreement as of the date of termination.

20.0 TERMINATION FOR CONVENIENCE

- 20.1** City may, by giving thirty (30) days prior written notice to the other, terminate this Agreement in whole or in part, without liability to the Engineer. Upon receipt of such notice, the Engineer shall immediately discontinue all services affected (unless the notice directs otherwise).
- 20.2** Upon termination of this Agreement for convenience, the Engineer shall be paid its compensation for services performed in accordance with the terms/conditions set forth in this Agreement as the date of termination and for all costs, including demobilization, contract close-out costs and profit on work performed up to the time of termination. The City shall not be obligated to pay for any services performed by the Engineer after notice of termination has been given.

21.0 FORCE MAJEURE

- 21.1** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by: acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement as a termination for convenience.

22.0 NOTICE

- 22.1** Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid, to:

For Engineer:

AtkinsRealis USA Inc.
4030 W Boy Scout Blvd, Suite 700
Tampa, FL 33607

For City:

City of Lakeland
c/o Lakeland Linder International Airport
3900 Don Emerson Drive
Lakeland Florida 33811

23.0 DISPUTE RESOLUTION

- 23.1** In the event of any dispute under this Agreement which cannot be readily resolved, it shall be referred to the appropriate executives of the City and Engineer for negotiation and resolution as described below:

23.1.1 Either party may give the other party written notice of any dispute not resolved in the normal course of business. Executives of both parties who have not previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved by these persons within thirty (30) days of the disputing party's notice, or if the parties fail to meet within ten (10) days, the dispute shall be referred to senior executives of both parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to senior executives or if no

meeting of senior executives has taken place within fifteen (15) days after such referral, either party may initiate mediation as provided herein.

- 23.2** All negotiations pursuant to this Article shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and State Rules of Evidence.
- 23.3** If the dispute has not been resolved by negotiation as provided herein, the parties shall endeavor to settle the dispute by mediation. Either party may initiate mediation proceedings by a request in writing to the other party. Thereupon, both parties will be obligated to engage in mediation. The proceeding will be conducted in accordance with the then current Center for Public Resources (“CPR”) Model Procedure for Mediation of Business Disputes, with the following exceptions:
- 23.4** If the parties have not agreed within thirty (30) days of the request for mediation on the selection of a mediator willing to serve, the CPR, upon the request of either party, shall appoint a member of the CPR Panels on Neutrals as the mediator; and
- 23.5** Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: (a) a written settlement is reached, or (b) the mediator concludes and informs the parties in writing that further efforts would not be useful, or (c) the parties agree in writing that an impasse has been reached. Neither party may withdraw before the conclusion of the proceeding.
- 23.6** The parties regard the aforesaid obligation to mediate as essential provision of this Agreement and one that is legally binding on them. In case of a violation of such obligation by either party, the other may bring an action to seek enforcement of such obligation in any court of law having jurisdiction thereof.
- 23.7** If the dispute has not been resolved by negotiation or mediation as provided herein within one hundred twenty (120) days of the initiation of such mediation procedure, either party may initiate litigation upon ten (10) days’ written notice to the other party; provided, however, that if one party has requested the other to participate in a non-binding procedure, as provided for under this Article, and the other has failed to participate, the requesting party may initiate litigation before expiration of the above period.
- 23.8** The procedures specified in this Article shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; provided, however, that a party may seek a preliminary injunction or other provisional judicial relief if in its reasonable judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the parties will continue to participate in good faith in the procedures specified in this Article.

24.0 GOVERNING LAW & VENUE

- 24.1** This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida, without regard to such state’s choice of law provision which may dictate that the law of another jurisdiction shall apply. Venue

shall be Polk County, Florida, or the United States District Court in and for the Middle District of Florida, Tampa Division.

25.0 HEADINGS

- 25.1** Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

26.0 SEVERABILITY

- 26.1** In the event any portion or part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

27.0 WAIVER AND ELECTION OF REMEDIES

- 27.1** Waiver by either party of any term, condition, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.
- 27.2** No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

28.0 ENTIRE AGREEMENT

- 28.1** This Agreement, including Schedules, Attachments, Appendices and Exhibits attached hereto, constitutes the entire agreement between City and Engineer with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

29.0 PROHIBITION AGAINST CONTINGENT FEES

- 29.1** Engineer warrants that it 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 it has not paid or agreed to pay any person, company, corporation, individual, or 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.

30.0 THIRD PARTY RIGHTS

- 30.1** Except as otherwise expressly contained in this Agreement, there are no other third party intended beneficiaries.

31.0 TRUTH-IN-NEGOTIATION CERTIFICATE

- 31.1** Signature of this Agreement by Engineer shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation

of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions hereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

32.0 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246

32.1 In carrying out the Agreement, the Engineer shall not discriminate against employees or applicants for employment because of race, color, religion, sex or national origin.

33.0 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

NOTWITHSTANDING ANYTHING TO THE CONTRARY, ON BEHALF OF THEMSELVES, THEIR GOVERNING OFFICERS AND EMPLOYEES, THE PARTIES WAIVE ALL CLAIMS AGAINST EACH OTHER FOR INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES, AND PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF PROFITS, USE, EXCESS CONSTRUCTION COSTS, ALTERNATIVE MEANS OR METHODS, OR LOSSES OF FUNDING.

33.1 PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY OF LAKE LAND

By:

H. William Mutz
H. William Mutz, Mayor

BY:

Printed Name: Charlotte Maddox

ITS: Vice President

ATTEST:

Kelly S. Koos
Kelly S. Koos, City Clerk

ATTEST:

Rene de los Rios
ITS: Rene de los Rios, Assistant Secretary



APPROVED AS TO FORM AND CORRECTNESS:

Palmer C. Davis
Palmer C. Davis, City Attorney

Attachment No. 1

INSURANCE REQUIREMENTS

STATEMENT OF PURPOSE

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance term to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

CITY DEFINED

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Lakeland as additional insured. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."

Except for worker's compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this Agreement, contract, or lease.

COMMERCIAL GENERAL LIABILITY

This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled INDEMNIFICATION, and "Products and Completed Operations" coverage.

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

Bodily Injury and Property Damage -

Single limit each occurrence shall not be less than: \$1,000,000.00

BUSINESS AUTOMOBILE LIABILITY

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Bodily Injury and Property Damage -

Single limit each occurrence shall not be less than:\$1,000,000.00

WORKERS' COMPENSATION

Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

EXCESS LIABILITY

This insurance shall protect the Other Party and the additional insured against all claims in excess of the limits provided under the employer's liability, commercial automobile liability, and commercial general liability policies. The policy shall be an "occurrence" type policy, and shall follow the form of the General and Automobile Liability.

The liability limits shall not be less than: \$2,000,000.00

PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE

The Other Party shall carry professional malpractice insurance throughout the term of this Contract and shall maintain such coverage for an extended period of three (3) years after completion and acceptance of any work performed hereunder. At all times throughout the period of required coverage, said coverage shall insure all claims accruing from the first date of the Contract through the expiration date of the last policy period. In the event that Other Party shall fail to secure and maintain such coverage, Other Party shall be deemed the insurer of such professional malpractice and shall be responsible for all damages suffered by the City as a result thereof, including attorney's fees and costs.

The liability limits shall not be less than: \$2,000,000.00

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

For Commercial General Liability coverage, the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

Attachment No. 2

SPECIFICATION SAFETY REQUIREMENTS

CONTRACTOR SAFETY EVALUATION

Company Name			P.O. Box	
Street Address		City	State	Zip Code
Business Contact		Title	Telephone Number	
Safety Contact		Title	Telephone Number	
What is your type of business?			SIC Code	
What is your company accident statistics for the Frequency Rate of Medical Injuries and Lost Time Injuries Rate as compared to the National Average for your industry as denoted by the Bureau of Labor Statistics for your SIC Code for the last three years? (See explanation below)				
Year	Frequency Rate	National Average for your SIC Code	Lost Time Injury Rate	National Average for your SIC Code

*Frequency Rate is the number of injuries requiring medical attention multiplied by 200,000 divided by the number of Man-hours worked.

Example:
$$\frac{\text{Number of Accidents Requiring Medical Attention} \times 200,000}{\text{Number of Man-hours}}$$

*Lost Time Injury Rate is the number of Lost Time Injuries multiplied by 200,000 divided by the number of Man-hours worked, not considering injuries that only caused restricted work activity as Lost Time Accidents.

Example:
$$\frac{\text{Number of Lost Time Accidents} \times 200,000}{\text{Number of Man-hours}}$$

What is your company's current Experience Modification Rate (EMR)? (*Please attach a copy rating received on Insurance Company Letterhead.)		
Do you conduct regularly scheduled Safety Meetings for your employees? (If yes, how often?)	Yes	No
How do you document whether or not the employees understood the training?		

Attachment No. 3

HOLD HARMLESS/INDEMNIFICATION

The Engineer shall indemnify, and hold harmless the City, its officers, and employees from liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable attorney's fees) to the extent caused by the negligence, recklessness, or gross negligence or intentional wrongful misconduct by the Engineer and other persons employed or utilized by the Engineer in performance of this Agreement.

In any and all claims against the City, or any of its officers and employees, by any employee of the Engineer and other persons employed or utilized by the Engineer in performance of this Agreement, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Engineer or any other persons employed or utilized by the Engineer under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Engineer, or any other persons employed or utilized by the Engineer in performance of this Agreement. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

Applicability: It is the express intent of the Engineer that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

_____ **Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five (5) years.**

_____ to _____.
(Date) (Date)

(OR)

**X Agreement is limited to Bid #, Purchase Order #, Requisition # _____,
Or Contract dated _____.**

Subrogation: The Engineer agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Engineer to enter into a pre-loss agreement to waive subrogation without an endorsement, then Engineer agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Engineer enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance by the Engineer of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or

furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work of which Engineer has knowledge at the time.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

AtkinsRealis USA, Inc.
Name of Organization

BY:

[Signature]
Signature of Order or Officer

charlotte.maddox@atkinsrealis.com
E-mail Address

STATE OF: Florida
COUNTY OF: Hillsborough

813-282-7275
Organization Phone Number

The foregoing instrument was acknowledged before me, by means of physical presence this 3 day of October, 2024.

by Charlotte Maddox / Vice President, of AtkinsRealis USA, Inc.
Printed Name of Owner/Officer Corporate or Company Name

He/She is personally known to me or has produced Personally known
as identification, and did/did not take an oath.

Jennifer Foley
Signature of Person Taking Acknowledgment

Jennifer Foley
Printed Name of Person Taking Acknowledgment



[Signature]
Notary Seal

CITY OF LAKELAND

BY: [Signature]
Joyce Dias, Risk Purchasing Director

DATE: 12/9/2024

Attachment A
“Scope of Services”

SCOPE OF SERVICES
FOR
DESIGN PHASE SERVICES
FOR THE
TAXIWAY A SHOULDERS AND RUN-UP APRON
AT THE
LAKELAND LINDER INTERNATIONAL AIRPORT

I. BACKGROUND INFORMATION

The Lakeland Linder International Airport (LAL or “Airport”) is a public airport located in Lakeland, Florida that is owned and operated by the City of Lakeland (CITY). In 2020 the Airport completed a rehabilitation of Runway 10-28, including multiple upgrades to the instrument landing system (ILS), and recently completed extension of Taxiway A to accommodate expansion of the intermodal center. Both projects included taxiway shoulder work for Taxiway A connectors and Taxiway A extension respectively, leaving the portion of Taxiway A west of Runway 5-23 the only remaining portion of the Taxiway without shoulders.

At the request of LAL, AtkinsRéalis (ENGINEER) has developed this scope of services to define the effort necessary to accomplish Design Services for the *Taxiway A Shoulders & Run-up Apron* (the “Project”) at LAL. This airfield development project includes the design of 30-foot-wide paved shoulders along existing Taxiway A, with a collocated two-lane run-up apron.

The Run-up Apron will include approximately 39,000 square yards of developable area on the north side of Taxiway A just west of Taxiway G and A3. The apron will give aircraft a dedicated location on the airfield to run-up their engines while waiting on Taxiway A parallel to Runway 10-28 prior to takeoff. The Taxiway A shoulders will enhance the safety of aircraft operating on Taxiway A. The project will be design in accordance with the latest FAA standards for Airplane Design Group (ADG)-IV aircraft and will include new taxiway lighting and signage in all project areas as required by FAA.

Both the taxiway shoulders and run-up apron meet eligibility criteria outlined in the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Handbook (Order 5100-38D-Change 1), listed under tables H-4, item “a”, and R-6, item “m”, respectively.

The project is anticipated to be split into two bid packages. Bid Package 1 (BP1) will include the Run-up Apron and the Taxiway A shoulders between Taxiway A2 and A3, while Bid Package 2 (BP2) will include the balance of the Taxiway A shoulders between Taxiway A1 and A2 and shoulders between Taxiway A3 and Runway 5-23.

The anticipated schedule includes 90% Construction documents for both BP1 and BP2 being complete in March 2025.

II. SCOPE OF SERVICES

For the purposes of scope definition and ENGINEER fee development, the work has been divided into the tasks indicated below. Any modifications and/or revisions to these tasks will constitute a change in the project scope and may require a revision to the compensation to be paid to the ENGINEER. These tasks will begin once the CITY provides the ENGINEER with a written Notice to Proceed.

A. BASIC SERVICES

The Basic Services for this Project include the following design and permitting services by the ENGINEER:

I. Task 1: Project Administration and Coordination

This task involves the internal management of the contract including project bookkeeping, billing, and coordination with project stakeholders. The Project Manager (PM) will be readily available to the project team and the CITY to oversee necessary project related elements. The PM will keep the CITY advised of the work progress, schedule, and anticipated review dates. The PM will be the ENGINEER's main point of contact and will be responsible for ensuring that the Project's goals and objectives are met within the agreed upon schedule.

II. Task 2: Quality Control Program

The ENGINEER will prepare a quality control (QC) plan for the Project in accordance with the ENGINEER's Quality and Technical Assurance Manual (QTAM). The ENGINEER will assign an independent quality manager to oversee the application of the plan. The plan will require project deliverables to be reviewed by a qualified technical expert who is independent of the design team. The plan will address how the QC process will be incorporated into the various design phase submittals.

III. Task 3: Data Collection

The ENGINEER, with assistance from the Airport, will collect appropriate existing record drawings, project records, aerial photographs, etc. related to the proposed project site. The Airport Layout Plan (ALP), FDOT pavement study, and other appropriate information will also be collected. The ENGINEER will review this data to form a basis for design. An AutoCAD base file of the existing project area will be created for use on project drawings and CAD standards and templates will be established. A topographic survey and geotechnical investigation will be conducted for the project as defined under Special Services.

IV. Task 4: Preliminary Design

The ENGINEER will prepare Preliminary Design documents evaluating alternatives for key Project elements and to set the Project definition. The preliminary design will include schematic layouts, preliminary typical sections, assessment of impact to stormwater features, relative cost comparisons, and a brief narrative for Project elements. The Preliminary Design phase will establish the preferred split of the project into two phases. Project documents will be split into two bid packages. Bid Package 1 (BP1) will include the Phase 1 work, while Bid Package 2 (BP2) will include the Phase 2 work. Each Bid Package will include a distinct set of drawings and specifications but will share the name design narrative. The drawings are anticipated to include the following type of sheets:

- Cover Sheet
- Index of Drawings
- General Notes
- Site Plan
- Survey Control Plan
- Clearing and Grubbing / Demolition Plan(s)
- Typical Pavement Sections
- Horizontal Geometry Plan(s)
- Pavement Marking Plan(s)
- Airfield Electrical Demolition Plan(s)
- Airfield Electrical Layout Plan(s)

The ENGINEER will perform an on-site visual inspection of the existing conditions to identify various features and validate the topographic survey.

The ENGINEER will conduct a pre-application meeting with the Southwest Florida Water Management District (SWFWMD) to introduce the project and discuss permitting requirements and implications for the project.

The ENGINEER shall submit and distribute a PDF copy of the Preliminary Design Documents (BP1 & BP2) to the Airport for review, comment, and approval to proceed to the 60% Design phase. The CONSULTANT will coordinate and attend one (1) meeting with the Airport to review the Preliminary Design submittal.

V. Task 5: 60% Design

This task includes the development of drawings necessary and appropriate for a 60% level of design as determined by the ENGINEER. The 60% Design drawings are intended to include major design elements and provide enough information to define the scope of the Project. Major project items will be set and considered essentially final, but detailed design items may not be included in this submission. The BP1/BP2 split established during preliminary design will be carried forward into 60% design. The drawings are anticipated to include the following type of sheets:

- Cover Sheet

- Index of Drawings
- General Notes
- Site Plan
- Survey Control Plan
- Construction Safety and Phasing Plan(s)
- Clearing and Grubbing / Demolition Plan(s)
- Erosion Control Plan(s)
- Stormwater Pollution Prevention Plan Sheet
- Typical Pavement Sections
- Horizontal Geometry Plan(s)
- Grading and Drainage Plan(s)
- Drainage Structure Data
- Drainage Details
- Pavement Marking Plan(s)
- Airfield Electrical Demolition Plan(s)
- Airfield Electrical Layout Plan(s)
- Airfield Electrical Circuiting Plan(s)
- Airfield Electrical Details

During this phase, the ENGINEER will work with LAL to begin to develop preliminary construction phasing strategies for the Project. The goal of the phasing plan will be to minimize these operational impacts to the greatest extent possible while still completing the Project elements.

The ENGINEER will develop draft technical specifications for the Project based on the FAA, FDOT, or CSI standards as appropriate. If standard technical specifications are not available for a particular construction item, the ENGINEER will create the necessary technical specification.

The ENGINEER will create a design narrative to document design progress. This report will include a summary of site investigation data, design analysis, design calculations, and applicable standards.

The ENGINEER will prepare a preliminary rough order of magnitude estimate of probable construction cost based on completed design.

The ENGINEER shall conduct an in-house quality control review of the 60% Design plans, specifications, cost estimate, and design narrative prior to submittal to the Airport in accordance with the ENGINEER QC Plan.

The ENGINEER shall compile, submit, and distribute three (3) hard copies of the 60% Design plans (BP1 & BP2), specifications (BP1 & BP2), and design narrative to the Airport for review and comment. Documents will be provided as half size (11"x17") drawings and letter size (8.5"x11") reports or specifications.

The ENGINEER's PM and/or appropriate technical leads will prepare for and attend various Project meetings during this phase. It is anticipated that there will be two (2) coordination meetings and one (1) document review meeting with the Airport.

VI. Task 6: 90% Design

The ENGINEER will review the comments received from the Airport on the 60% Design submittal review and incorporate applicable comments into plans, specifications, and design narrative. The BP1/BP2 split established during preliminary design and confirmed in 60% design will be carried forward into 90% design.

The ENGINEER will continue to progress the plans, specifications, and drawings to a 90% Design level. At 90% Design, the Project elements and details will be essentially complete and ready for final review. When the 90% Design, drawings are submitted to LAL, they shall be considered final design documents pending only LAL review and approval to proceed with bidding.

The ENGINEER will also develop a project manual for use during the bidding and construction of this project in accordance with Federal, State, and Local requirements. The CITY's standard "front end" documents will be provided to the ENGINEER.

The ENGINEER will update the project bid items, quantity take-off, and estimate of probable costs in accordance with design progress.

The ENGINEER will finalize and submit the CSPP to the FAA for their review and approval.

The ENGINEER will finalize and submit the Environmental Resource Permit (ERP) application for the stormwater components of the project to Southwest Florida Water Management District (SWFWMD). This includes agency coordination, ERP application, submittal of project plans and supporting documents for drainage components, and responses to agency requests for additional information (max. two requests for additional information are assumed). Any changes due to permitting will be incorporated into the Bid Documents. A project assumption is there are no FDOT Drainage Connection Permit, or any local drainage permits necessary.

The ENGINEER shall conduct an in-house quality control review of the 90% Design plans, specifications, cost estimate, and design narrative prior to submittal to the Airport in accordance with the ENGINEER QC Plan.

The ENGINEER shall compile, submit, and distribute three (3) sets of the 90% Design plans (BP1 & BP2), specifications (BP1 & BP2), and design narrative to the Airport for review and comment. Documents will be provided as half size (11"x17") drawings and letter size (8.5"x11") reports or specifications.

The ENGINEER's PM and/or appropriate technical leads will prepare for and attend various Project meetings during this phase. It is anticipated that there will be three (3) coordination meetings and one (1) document review meeting for this phase of the Project.

B. SPECIAL SERVICES

Special Services for this Project include those services anticipated to be performed by specialty sub-consultants or investigations necessary to complete the design as follows:

1) Topographic Survey

The ENGINEER will contract with and manage a specialty subconsultant to perform a topographical survey of portions of the proposed project area and surrounding terrain as deemed necessary for the design of the project. This survey will supplement the survey previously performed for other projects in the area.

The survey will entail establishing field horizontal and vertical control, obtaining planimetric and topographical survey information, and produce a topographical base mapping of the project area.

Data collection efforts will include office and field work for crew coordination and briefings, coordination with CITY personnel on issues of security and airport operations, running a level loop to transfer true elevation from government benchmark, setting temporary benchmarks throughout the project area, establishing vertical elevations sufficient for engineering design over entire survey limits, horizontal and vertical location of improvements, recording location of visible evidence of utilities as flagged or painted by related service provider, data collector download and processing, preparation of AutoCAD drawing(s), reference notes, supervision, and certification.

The finished product of topographical survey will consist of a 3D AutoCAD coordinate based topographic survey map with DTM break lines, performed, and prepared in accordance with Minimum Technical Standards for the State of Florida as established by Chapter 61G17-6 of the Florida Administrative Code.

ENGINEER will provide LAL with two (2) copies of a signed and sealed topographic survey.

2) Geotechnical Investigation

The ENGINEER will select and manage a sub-consultant that will perform various shallow soil borings and cores of existing pavements at various locations specified by ENGINEER in order to verify and evaluate existing site conditions. Spacing and

location will be as required by FAA for airfield pavement design. Appropriate laboratory testing and analysis will be performed on soil samples recovered from the borings. The resulting geotechnical information will be utilized by the ENGINEER in designing pavements and stormwater facilities. This investigation will supplement the previous investigation performed under the preliminary site study. A copy of the final geotechnical investigation report will be provided to LAL.

3) Airfield Electrical

The ENGINEER will select and manage a sub-consultant that will complete the airfield electrical design for the project. The project airfield electrical elements are anticipated to include:

- New/relocated taxiway edge lights in project areas.
- New/relocated lighted taxiway signage in project areas.
- New conduits and duct banks (as required).
- New cabling

As part of this project, all airfield electrical work will be performed in accordance with the guidance contained within the following FAA Advisory Circulars (latest edition):

1. AC 150/5300-18 "Standards for Airport Sign Systems"
2. AC 150/5340-26 "Maintenance of Airport Visual Aid Facilities"
3. AC 150/5340-30 "Design and Installation Details for Airport Visual Aids"
4. AC 150/5345-7 "Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits"
5. AC 150/5345-26 "FAA Specification For L-823 Plug and Receptacle, Cable Connectors"
6. AC 150/5345-44 "Specification for Runway Taxiway Signs"
7. AC 150/5345-46 "Specification for Runway and Taxiway Light Fixtures"
8. AC 150/5345-47 "Specification for Series Isolation Transformers for Airport Lighting Systems"
9. AC 150/5345-56 "Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)"

The airfield electrical design will be integrated with the design documents prepared by the ENGINEER and divided into the same tasks and deliverables indicated under Section A of this Scope of Services.

III. BASIC ASSUMPTIONS

The following is a list of assumptions forming the basis of the ENGINEER's cost proposal for providing the services detailed in the Scope of Services for this project. Any modification and/or revision to these basic assumptions will constitute a change in the project scope and may result in a revision to the ENGINEER's cost proposal.

1. Labor and expense dollars for the Project included in **Attachment B** are estimated and may be moved between tasks and between authorized labor and expense categories at the discretion of the ENGINEER provided the maximum value of the Agreement is not exceeded.
2. Rate categories shown in the man-hour fee estimate are based on the ENGINEER's assumed staffing at the time of preparation. If additional or different staff are required, the ENGINEER will bill the hours in accordance with the following Schedule of Hourly Rates.

<u>Classification</u>	<u>Rates</u>
Project Principal	\$ 255.00
Project / Technical Director	\$ 235.00
Sr. Project / Sr. Technical Manager	\$ 205.00
Project / Technical Manager	\$ 180.00
Sr. Eng/Arch/Planner/Scientist IV	\$ 220.00
Sr. Eng/Arch/Planner/Scientist III	\$ 200.00
Sr. Eng/Arch/Planner/Scientist II	\$ 165.00
Sr. Eng/Arch/Planner/Scientist I	\$ 130.00
Eng/Arch/Planner/Scientist II	\$ 110.00
Eng/Arch/Planner/Scientist I	\$ 95.00
Sr. Clerical/Administrative	\$ 105.00
Clerical/Administrative	\$ 90.00
Sr. Designer/CAD Technician	\$ 125.00
Designer/CAD Technician	\$ 105.00

3. The 90% Documents are anticipated to be completed within seven months of notice to proceed. Bidding for BP1 is expected to commence approximately one month after 90% submittal, while bidding for BP2 is expected to commence approximately one year following BP1. This assumes normal and customary review times by permitting agencies. This is also subject to the CITY advertising the project for bids immediately after the design phase is complete.
4. LAL will provide the ENGINEER with necessary existing documents and goals and objectives for the Project.
5. LAL will provide, or assist with obtaining from the CITY, any record documents that relate to the project area such as existing information for location of utilities.

6. Documents will be created in the ENGINEER's standard format. All drawings will be created in black and white AutoCAD format using English units. Technical specifications will be provided in Master Spec, FAA, or FDOT standard format as determined appropriate by the ENGINEER.
7. The CITY will provide the latest edition of their standard "front end" documents to the ENGINEER for incorporation into the bid documents.
8. The CITY will pay all costs required for permitting directly. The ENGINEER shall not be responsible for payment of any permitting fees.
9. The CITY will prepare and place the bid advertisement. The CITY will also distribute documents to interested bidders.
10. The CITY will administer the bidding process, conduct the bid opening, and provide the ENGINEER with copies of each Bidder's submission for use during evaluation of bids.
11. Uploading data in the FAA/GIS Database or creating a project on the FAA/GIS is not a part of the Scope of Services as enumerated above. If this information is required, the tasks associated with same will require additional fee negotiations.
12. Environmental permitting related to endangered species and/or possible impacts to wetlands is not included in this scope of services. It is assumed the Airport will utilize the services of another vendor if these services are needed. It is assumed there is available wetland credits for permitting of wetland impacts for this project. If the Airport wishes the ENGINEER to perform these services, they will be an additional service.
13. The following items are excluded from the Project scope of services but can be added for additional fee if desired:
 - a. Subsurface utility engineering and locations
 - b. Boundary survey
 - c. Landscaping Design
 - d. Site Lighting
 - e. Building related design services
 - f. Utility engineering
 - g. Traffic studies
 - h. Offsite roadway improvements
 - i. FDOT Connection Permits
 - j. Gopher Tortoise (or other endangered species) survey and/or relocation
 - k. Water quality monitoring
 - l. Noise modeling

- m. Special environmental studies
 - n. Environmental resource permitting
 - o. Regional pond design associated with a formal update to the current Conceptual Master Drainage Plan
 - p. Air, water, wastewater, portable water, temporary conditions, dewatering, petroleum storage, or listed species permitting
 - q. Wetland mitigation
 - r. Construction Administration Services
 - s. Construction Management Services
 - t. Airport Layout Plan (ALP) Update
 - u. Bid Documents and Bidding Services
14. Any other service not specifically delineated within this scope is not included and would only be performed at CITY's request and approved fee.

END ATTACHMENT

ATTACHMENT B
MAN-HOUR FEE ESTIMATE
DESIGN PHASE SERVICES FOR THE
TAXIWAY A SHOULDERS & RUN-UP APRON
AT THE LAKELAND LINDER INTERNATIONAL AIRPORT

Task Description	PROJECT MGMT		AIRFIELD CIVIL				AIRFIELD ELECTRICAL			STORMWATER			PLANNING		Total Man-Hours
	Project Director	Sr. Admin	Sr. Eng. IV	Sr. Eng. III	Sr. Eng. II	Eng. II	Sr. Eng. III	Sr. Eng. II	Eng. II	Sr. Eng IV	Sr. Eng. I	Eng. II	Sr. Pln II	Pln. II	
Task 1: Project Administration and Coordination															
Project Management	300	150													450
Task 2: Quality Control Program															
Develop Quality Control Program	4			30							4				38
Task 3: Data Collection															
Data Collection					34	50				80	40	48			252
Task 4: Preliminary Design (Phase 1 & Phase 2)															
Develop Project Alternatives	17		18	16	50	83				16	8	32	48	40	328
Field Inspection			18		34										52
SWFWMD Pre-Application					8					16	4	8			36
Prepare and Submit Prelim Design	8		8	14	83	50				4		4	4	16	191
Quality Control	4			16							4				24
Meetings: (1) Review	4				4										8
Task 5: 60% Design (Phase 1 & Phase 2)															
60% Design Drawings	33		50		166	332				80	48	160	8	24	901
60% Specifications	8	33	8		83						32				164
60% Design Narrative	8	17			33	33				16	16		4	8	135
Quantity Take-Off and Estimate of Costs	4				17	50									71
Prepare Draft CSPP	4				33	33									70
Quality Control of 60% Design	17			83						16			8		124
Prepare and Submit 60% Design		33				33									66
Meetings: (2) Coordination & (1) Review	12				25					8					45
Task 6: 90% Design (Phase 1 & Phase 2)															
Respond to 60% Comments	8				17					8					33
90% Design Drawings	16		33		166	332				32	16	80	8	24	707
90% Specifications & Project Manual	8	33	8		83						16				148
90% Design Narrative	8	17			33	33					16		4	8	119
Stormwater Permitting					50					48	32	80			210
Quantity Take-Off and Estimate of Costs	4				17	50									71
Prepare Draft CSPP	4				33	33									70
Quality Control of 90% Design	17			84						16			8		125
Prepare and Submit 90% Design		33				33									66
Meetings: (2) Coordination & (1) Review	12				25					8					45
TOTAL MAN-HOURS	500	316	143	243	994	1,145	0	0	0	348	236	412	92	120	4,549
LABOR RATES - HOURLY	\$235	\$105	\$220	\$200	\$165	\$110	\$200	\$165	\$110	\$220	\$130	\$110	\$165	\$110	
SUB-TOTAL LABOR COSTS	\$117,500	\$33,180	\$31,460	\$48,600	\$164,010	\$125,950	\$0	\$0	\$0	\$76,560	\$30,680	\$45,320	\$15,180	\$13,200	\$701,640
PM fee: \$ 150,680			Civil fee: \$ 370,020				Electrical fee: \$ -			Stormwater fee: \$ 152,560			Planning fee: \$ 28,380		

REIMBURSABLE COSTS		\$ 7,500.00
Printing, Reproduction, Binding, Shipping, Etc.	\$ 4,500.00	
Travel Reimbursement	\$ 3,000.00	
SPECIAL SERVICES		\$ 300,000.00
Topographic Survey (Chastain Skillman)	\$ 40,000.00	
Geotechnical Investigation (Tierra)	\$ 60,000.00	
Airfield Electrical (WE)	\$200,000.00	
TOTAL FEES - PROFESSIONAL SERVICES		\$ 1,009,140.00

Attachment C

FAA AND FDOT CONTRACT PROVISIONS

FAA

- a. Civil Rights Act of 1964 Title VI – Contractor Contractual Requirements – Title 49 CFR Part 21
- b. Airport and Airway Improvement Act of 1982 Section 520 – Title 49 U.S.C. 47123
- c. Disadvantaged Business Enterprise – Title 49 CFR Part 26
- d. Lobbying and Influencing Federal Employees – Title 49 CFR Part 20
- e. Access to Records and Reports- Title 49 CFR Part 18.36
- f. Breach of Contract terms – Title 49 CFR Part 18.36
- g. Rights to Invention – Title 49 CFR Part 18.36
- h. Trade Restriction Clause – Title 49 CFR Part 30
- i. Termination of Contract – Title 49 CFR Part 18.36
- j. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Title 49 CFR Part 29
- k. Texting while Driving Executive Order 13513 and DOT Order 3902.1
- l. Veterans Preference Title 49 CFR Part 30

FDOT

E-VERIFY – The contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Attachment D
Certificate of Consultant

I hereby certify that I am a duly authorized representative of the firm, _____ whose address is _____, and that neither I nor the above firm I here represent has:

- (A) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for me or the above Consultant) to solicit or secure this Agreement.
- (B) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (C) paid or agreed to pay any firm, organization, or person (other than a bonafide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation in connection with this Agreement involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and federal laws, both criminal and civil.

Printed Name

Signature