Professional Service Agreement

THIS PROFESSIONAL SERVICES AGREEMENT, is entered on this 15th day of December, 2025, between Woolpert, Inc., 200 S. Orange Ave., Suite 2850, Orlando, Florida 32801 ("Woolpert") and the City of Lakeland, a municipality organized and existing in accordance with the laws of the State of Florida on behalf of its municipal airport, Lakeland Linder International Airport ("Client"), and intends to describe Woolpert's Professional Services ("Services") to be furnished for the development of an Airport Business Plan for Lakeland Linder International Airport ("Project"), all as described below:

1. **Scope:** Woolpert and Client agree the intended scope of service is limited to and described within Attachment A, which is hereby incorporated by reference. Client agrees that Woolpert is entitled to additional fees for any additional service Woolpert furnishes for the benefit of the Project, provided that such service is not required due to Woolpert's error or omission. Woolpert agrees to inform Client of any additional service it deems necessary, and to receive Client's written authorization before furnishing any additional service.

2. **Schedule and Term:** Client acknowledges that Woolpert has developed and proposed a specific plan and project fee to furnish and complete its scope of professional services. Client understands that modifications to the Project's schedule may reasonably impact Woolpert's anticipated performance, and that additional service and/or fee may be required to achieve a schedule change, which Woolpert and Client agree to mutually consider and equitably resolve. The term of the Agreement shall commence December 15, 2025 ("Effective Date") and continue for a period of twelve (12) consecutive calendar months.

3. **Fees:** Client agrees the total compensation due Woolpert for its professional service is provided in Attachment B which is hereby incorporated by reference. Client and Woolpert agree that Woolpert will submit monthly invoices that reasonably demonstrate the services furnished or completed, and that Client will issue payments within 45 days of receipt of any invoice in accordance with Florida Statute §218.74 et. seq., the Local Government Prompt Payment Act. Client agrees that if it fails to make payment on any undisputed invoice as provided, Woolpert may suspend its service or terminate this Agreement as provided herein, without penalty or liability, and may suspend its services or terminate its agreement on any other project with Client, its subsidiary, or related entity. Client agrees to pay Woolpert its costs of collection, including reasonable attorneys' fees, and interest at a rate of 1.0% percent per month on the unpaid balance. Amounts payable to Woolpert are exclusive of taxes. Client shall be responsible for payment of all applicable sales or services taxes in connection with this Agreement and the transactions contemplated hereunder or shall otherwise provide Woolpert with appropriate tax exemption certificates and documentation.

4. **Communication/Coordination:** Woolpert and Client agree to designate representatives that will be responsible for managing the project and authorized to make timely decisions that promotes and enables the successful administration, coordination, and delivery of scope and/or service described within this Agreement. Woolpert and Client agree to professionally collaborate with the other (inclusive of those for whom each is responsible) concerning project-based circumstances, decisions, and/or issues that affect the other's scope and/or obligations, or the project's schedule, budget or quality.

5. **Change Management:** Woolpert and Client acknowledge that project change is typical, for one reason or another. Each party agrees to cooperate with the other to reasonably determine the cause(s) of such change and to render a timely solution in the best interest of the Project, as then evaluated by the circumstances, information and belief available.

6. **Standard of Care:** Woolpert shall perform the Services in accordance with that degree of care ordinarily exercised by members of the same profession.

7. Reimbursable Expenses: direct expenses that require prior written approval of the Client and shall include, but may not be limited to the following and shall be billed in accordance with the City of Lakeland Consultant Expense Reimbursement Policy: Travel, Lodging, Meals, Telephone and fax, Copying, Shipping/overnight delivery, Prints.

8. **Terms and Conditions:** This Agreement is subject to the Terms and Conditions included in Attachment C: Terms and Conditions, which is hereby incorporated by reference.

9. **Entirety of Agreement:** This Agreement, inclusive of any attachments, constitutes the entire agreement and understanding between the parties. Woolpert and Client agree to only be bound and obligated to the terms and conditions described within this Agreement. This Agreement may be amended only by a writing signed and/or acknowledged (as via email) by authorized representatives of both parties.

IN WITNESS WHEREOF, this Agreement is accepted as of the date first written above.

City of Lakeland, on behalf of its municipal airport, Lakeland Linder International Airport:

Signed: H. William Mutz

Name: H. William Mutz

Title: Mayor

Attest:

By: Heather L Bradmon for

Kelly S. Koos, City Clerk 12/19/2025

CITY OF LAKELAND FLORIDA INCORPORATED JAN. 1 1885

Approved as to form and correctness:

By: PCD

Palmer C. Davis, City Attorney

Woolpert:

Signed: Eric Risner

Name: Eric Risner

Title: Vice President, Authorized Agent

Client's Representative

- Name: Adam Lunn, C.M., ACE - Airport Assistant Director
- Address: Lakeland Linder International Airport 3900 Don Emerson Dr. Ste. 210, Lakeland, FL 33811
- Phone Number: 863-834-3298
- Email address: adam.lunn@lakelandgov.net (with copy to lakelandairport@lakelandgov.net)

Woolpert's Contact

- Name: Rob Barber - Program Director/Senior Planner
- Address: 200 South Orange Avenue, Suite 2850, Orlando, FL 32801
- Phone Number: 321-463-2290
- Email address: Rob.Barber@Woolpert.com

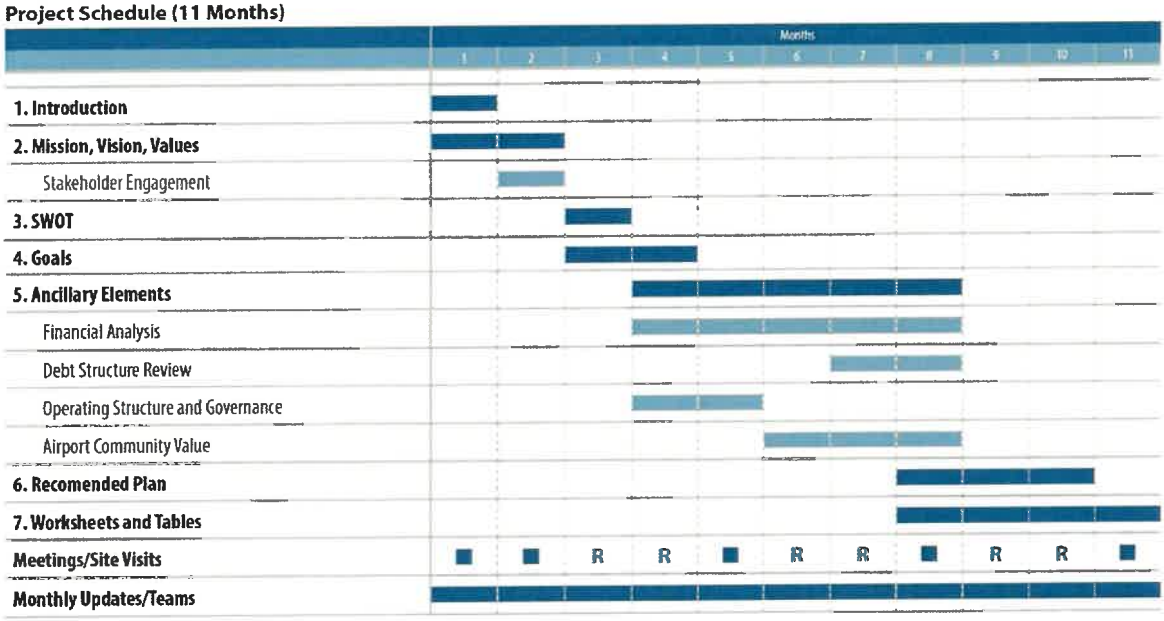
Lakeland Linder International Airport — Business Plan Update
Proposed Work Scope

1) Introduction

This Business Plan update will reflect current conditions at Lakeland Linder International Airport (LAL) - including scheduled service by Avelo and expanded cargo operations by Prime Air - and evaluate practical ways to increase operating cash flow to support the local share of major capital projects, including a potential parallel runway. The work will remain consistent with the existing Master Plan and Airport Layout Plan. The effort will begin following contract approval in December 2025, run approximately ten months from kickoff, and conclude with a draft and final plan in October 2026, allowing a month for final review and delivery. Should contract approval require additional time, this proposed schedule may be amended to accommodate the additional time required.

Conceptual Timeline/Order of Project Tasks

Project Schedule (11 Months)



■ = In person team units necessary to conduct meetings, accomplish interviews, record data, etc.

R = In person visits by Project Manager Rob Barber for meetings, interviews, data capture, etc.

Two to three site visits are anticipated for interviews and public meetings. The analysis will follow recognized guidance, including ACRP Report 77 and the Florida General Aviation Airport Business Plan Guidebook, and our Team's extensive airport business planning experience.

2) Mission, Vision, Values

The plan will document the Airport's current mission, vision, and values and identify practical gaps that affect customer experience, development schedules, financial performance, and Airport operations. Near-term guiding principles will be proposed to inform goals, rates and terms,

development phasing, and staffing, so that day-to-day decisions support the Airport's desired direction.

Stakeholder Engagement (independent of the Airport).

Stakeholder engagement will be conducted independently of Airport staff to promote candor. One-on-one interviews will be held with general aviation tenants, airline and cargo operators, non-aeronautical tenants and developers, education partners, government and military users, Sun 'n Fun, economic-development agencies, and City Finance and Airport finance staff. At least one large public meeting can be conducted to obtain input from residents and businesses not directly based on the airfield. Interviews may be recorded via notes rather than video when that encourages fuller participation. Interview guides will be used for consistency, and findings will be synthesized without attribution.

3) SWOT

The SWOT will be built primarily from the one-on-one interviews and supported by data reviews. Strengths and weaknesses will cover facilities and capacity, property inventory, staffing and systems, brand and market position, and the operational and financial effects of Sun 'n Fun. Opportunities and threats will address airline and cargo stability and growth, general aviation and corporate demand (including hangar pipeline and pricing), MRO/industrial prospects, non-aviation parcels, the funding environment, regulatory changes, and schedule and cost risks. If any knowledge gaps are identified, additional targeted interviews will be conducted.

4) Goals

Current & Future Business Opportunities.

- **Airline:** Evaluate a prudent growth path for Avelo and any additional carriers, including terminal and airside implications, cost centers, and net revenue mechanics. We will review the airline agreement and make recommendations regarding competitive rates and charges for landing fees, terminal rents, and ancillary fees.
- **Airport Parking Concession:** We will use existing forecasts, if available, or generate new forecasts of parking revenues. Different rate scenarios can be tested if desired.
- **Rental Car Companies:** Evaluate the rental car concession model to determine whether a dedicated Customer Facility Charge (CFC) would be appropriate.
- **Terminal Concessions:** In addition to SORA Eatery, The MarketplACE, and other terminal retail options, evaluate strategies that may help increase passenger spending or attract new concessions.
- **Cargo:** Assess ways to grow Prime Air and related e-commerce throughput, with attention to apron/taxiway needs, fee structures, and adjacent logistics uses.
- **General Aviation & Corporate:** Quantify hangar demand, pricing, and phasing; evaluate FBO service levels and protection of fuel margin. Address based aircraft fleet mix and training activity and potential economic means to deconflict the corporate and small GA segments. Provide multiple financial model options for hangar development, including grants, PPP with third party developers, or Airport/City borrowing. Comparisons of these methods with each other, including breakeven years, rates, and overall feasibility will be performed with our hangar development model.

- **MRO/Industrial & Non-Aviation Property.** Identify realistic tenants and uses that match utilities, access, and noise contours. We will avoid generic land-use lists and will address site prerequisites, developer roles, and timing. We will examine the solar farm financials and use those in our financial forecasts.

For each opportunity, the plan will develop proformas showing the marginal financial impact of each strategy on the overall forecast of revenues and expenses and net revenues. In addition, the plan will specify prerequisites, site implications, public/private roles, realistic schedules, and gating constraints.

5) Ancillary Elements

(Financial Analysis, Budgeting and Accounting Controls)

This part of the plan looks at how the Airport tracks and manages its money—from how revenue is recorded to how budgets are prepared and checked. The goal is to make sure the Airport's financial system is accurate, transparent, and ready for audit at any time. It may be that the Airport is already doing these things. If so, the analysis will be to confirm that the accounting controls are in place.

All major income sources will be traced from their original documents (leases, invoices, bank deposits) through to the accounting ledger. Rates, escalators, and lease terms such as percentage rent and Minimum Annual Guarantee (MAG) payments will be checked for accuracy and collection consistency. The Airport's budgeting process, variance tracking, and internal controls will be reviewed, with simple recommendations provided to improve reliability and forecasting.

The analysis will review Lakeland Linder's existing financial practices and, if desired, suggest new methods that can strengthen financial management. These advanced practices can be scaled to fit the City's systems if not already in place:

- **Tie every project to its funding source.** Each purchase order or contract should connect to the exact Capital Improvement Plan (CIP) line item, showing which parts are grant funded and which use local funds. This allows staff to see, at any point in time, how much of each grant has been spent, how much local match remains, and whether any funding deadlines are approaching. It also makes it easier to prepare clean reimbursement requests and closeout reports for FAA and FDOT projects.
- **Use project numbers to separate capital and operating costs.** A coding system (work breakdown structure) will show which costs create long-term assets and which are routine expenses. This helps keep the balance sheet accurate, avoids overstating operating costs, and makes sure depreciation is recorded correctly. Clear rules for what is capitalized versus expensed also reduce the risk of disagreements during audits and keep the Airport aligned with City accounting policies and FAA guidance.
- **Reconcile records monthly.** The general ledger, subledgers, and bank statements should match every month. A short "exception log" will note any differences—especially those related to tenant percentage-rent reports or timing differences in deposits. Regular reconciliation allows staff to catch errors early, correct misapplied payments, and spot any unusual activity before it becomes a larger problem. The consultant will simply check to see if these are in place, rather than provide new ledgers, etc.

- **Protect tenant revenues.** Rent payments should come through a secure lockbox or electronic transfer so that funds go directly to approved accounts without manual handling. The Airport should retain audit rights and digital access to sales data to verify MAG and percentage-rent calculations, especially for FBO and concession agreements. An aged-receivables policy with interest and penalties for late payment encourages timely collections and provides a clear basis for addressing chronic delinquencies. The consultant will review the existing controls and make recommendations rather than providing software or spreadsheets for this function.
- **Follow a cash-flow order of priorities.** Extra funds should first build an operating reserve large enough to cover normal swings in revenues and expenses. Once that target is met, additional surplus can flow to a renewal-and-replacement reserve for ongoing repairs, and then to a capital reserve for future projects. Coverage tests and minimum balance targets help ensure that reserves are in place before funds are committed to discretionary spending such as incentive programs or non-essential improvements.
- **Maintain an 18-month rolling forecast.** This forecast should combine day-to-day operations and maintenance (O&M), debt service, and expected cash needs for capital projects. Updating the forecast regularly allows the Airport to see when cash will be tight, when grants or reimbursements must come in, and when borrowing might be required. Reimbursement resolutions can be used so that eligible pre-award costs are tracked and later reimbursed from grants or bond proceeds, improving liquidity. The consultant can help construct this rolling forecast if needed.
- **Set rates and fees by ordinance.** Each rate should have a clear formula—such as CPI adjustments or cost-center allocations for landing and fuel fees—so users can see how rates are determined and adjusted over time. Formal adoption by ordinance or resolution reduces ambiguity, supports fair and consistent treatment among tenants and users, and provides a defensible basis for future increases tied to documented cost changes.
- **Manage investments carefully.** Cash investments should follow the City's adopted treasury policy, with approved banks, maturities, and instruments that match risk tolerance and liquidity needs. Interest earnings should be tracked as non-operating revenue and, where appropriate, allocated to specific funds or reserves. Basic controls—such as dual approval for transfers and use of sweep accounts—help safeguard cash and reduce idle balances.

Financial Modeling Tools

Excel-based models will accompany the final plan. Each model will include an "assumptions" page where key inputs—such as lease rates, fuel margins, staffing levels, utilities, and timing of capital projects—can be changed to see how they affect net operating results and cash flow. The workbooks will be laid out in a consistent format, with separate tabs for assumptions, detailed revenues, detailed expenses, and summary results.

These models will link together so that changes in one place flow through the entire forecast. For example, a change in hangar rent, passenger levels, or fuel markups will automatically update annual revenues, coverage ratios, and reserve balances. Staff will be able to compare a base case to alternative "what-if" cases, such as delayed projects, different grant shares, or alternative rate increases.

The result will be a practical tool that allows Airport management to project future results, prepare budgets that match expected activity levels, and test the financial effect of new opportunities or funding changes before commitments are made. Clear labels and simple instructions will allow City and Airport staff to update the models in future years without outside support.

Debt Structure Review and Funding Opportunities

This part of the plan will summarize the Airport's existing debt—what types of loans or bonds are outstanding, how long they run, what interest rates apply, and what coverage or reserve requirements are in place. Any limitations that affect future borrowing will also be noted.

The plan will then outline all potential sources of capital funding. These include the Airport's own operating surpluses, FAA Airport Improvement Program (AIP) and Bipartisan Infrastructure Law (BIL) grants, Florida Department of Transportation (FDOT) grants, and other federal or state programs. Additional options will cover tenant or private financing, prepaid ground leases, and user-based fees such as Passenger Facility Charges (PFCs), if eligible.

A local-share funding strategy will show how future projects—such as a parallel runway—can be supported through a combination of cash reserves and net revenues left after debt service. This approach focuses on the Airport's ability to meet its coverage ratios and maintain reserve levels, rather than relying on the City's general funds or corporate "retained earnings."

Operating Structure and Governance Review

This section will look at how the Airport is organized and managed, including staff roles, reporting relationships, and overall capabilities. The review will identify whether staffing levels and skill sets match what is needed for effective property management, lease compliance, collections, and developer relations.

The plan will also examine key management tools and documents—such as minimum standards, rules and regulations, rates and charges, permit or lease templates, and performance tracking—to ensure they support the Airport's business and development goals. Updates or new templates will be recommended where needed. If additional staffing is justified, the plan will specify where it is needed, what duties the role would cover, and why the position adds value to operations or revenue generation.

Airport Community Value (Asset-Inclusive)

This section will show the Airport's overall value to the community in two ways:

1. **Economic Impact.** Using established input–output modeling methods, the analysis will estimate the Airport's contribution to jobs, income, business output, and tax revenues. Assumptions and data sources will be clearly documented so that results are easy to explain and update in the future.
2. **Asset Value.** The physical worth of Airport facilities will be measured by estimating both their replacement value (what it would cost to rebuild them today) and their current depreciated value based on useful life.

Combining these measures will give decision-makers two perspectives: an "income statement" view showing how much economic activity the Airport supports, and a "balance sheet" view showing the value of the Airport's assets. From these, simple ratios such as Return on Assets can be used to compare projects and prioritize capital investments based on economic return and financial sustainability.

Revenue streams will be reconciled from source data to the ledger. Rates and escalators will be validated and Minimum Annual Guarantee (MAG)/percentage-rent mechanics and collections will be reviewed. Budget formulation, variance tracking, and internal controls will be assessed, with practical fixes recommended to improve accuracy, predictability, and audit readiness.
We will study LAL's financial management programs and if desired, offer new methods to strengthen financial management. In this regard, the plan will outline advanced practices that can be adopted as policy, scaled to the City's systems, if these are not already in place:

- **Track projects by grant and local match:** Every purchase order and contract is tied to the exact Capital Improvement Plan (CIP) line item and its grant ID/local-match tag so funding sources are clear.
- **Use project numbers for costs and separate capital from expenses:** A work breakdown structure (WBS) code sits on every cost. Rules decide what gets capitalized as an asset versus booked as an operating expense.
- **Reconcile monthly in three places:** Match the general ledger to the subledgers and to the bank/processor statements each month. Keep an exception log, especially for any tenant-reported percentage rent variances.
- **Protect tenant revenue:** Rents are paid by lockbox or ACH only. The landlord has audit rights and receives digital sales data to verify MAG (minimum annual guarantee) and percentage-rent true-ups. Apply an aged-receivables policy with interest and penalties for late payment.
- **Follow a cash-waterfall:** Surpluses flow first to an operating reserve, then to renewal-and-replacement, then to a capital reserve. Coverage ratios and trigger tests must be met before any discretionary spending.
- **Maintain a rolling 18-month forecast:** The forecast combines operations and maintenance (O&M), debt service, and CIP cash draws. Use reimbursement resolutions so eligible pre-award costs can be reimbursed from future grants or bond proceeds.
- **Set rates and fees by ordinance with clear formulas:** CPI escalators are documented. Landing and fuel flowage fees align to their cost centers.
- **Practice disciplined treasury management:** Investments follow the adopted policy. Track interest earnings as non-operating revenue. Use approved counterparties and sweep controls to safeguard cash.

Financial models showing the various components of the proforma development – revenues and expenses will be delivered with the final plan to permit LAL staff to continue to predict financial outcomes. These models are built on Excel spreadsheets, and each has an assumptions page where different inputs can alter bottom line results. All of the models are tied either into a total revenues file or a total expenses file, which are also linked to a net revenues file. What if scenarios can be played out to keep Airport management nimble and reactive to any potential change in operations or funding.

6) Recommended Plan

The recommended plan will set clear goals and a preferred development and financial pathway, with sequencing that reflects prerequisites and practical timing. A financial summary by phase will show revenue and expense proformas and net revenues, operating impacts, capital timing, grant assumptions, the local-share path, and key risks with mitigation steps. Expected outputs include:

- **Development & Phasing:** Preferred program, prerequisites, timelines, and milestone triggers.
- **Financial by Phase:** Proformas for revenues/expenses, net revenues, O&M increases, funding sources, and timing issues.
- **Debt & Cash-Waterfall:** Order of cash uses, reserve targets, and coverage/trigger tests.
- **Rates & Fees:** Identification of existing or planned CPI formulas and aligned landing/fuel/flowage schedules; concession and MAG/percentage terms.
- **Operations & Governance:** Right-sized org chart reflecting staffing analysis, lease-compliance and collections processes, KPI dashboard.
- **Rolling Forecast & Controls:** 18-month forecast tied to O&M, debt, and CIP draws; reimbursement resolution language, along with core financial controls.
- **Models & Files:** Linked Excel workbooks with assumptions, sources/uses, debt/reserves, and net results plus simple what-ifs.
- **Board Package:** PowerPoint slide summary and a 90-day implementation checklist.

7) Worksheets & Tables

The deliverables will include a validated baseline "data book" (activity, revenues and expenses by line, staffing, rates and terms, leases, and debt), a rates/charges inventory with peer benchmarks and proposed adjustments, and a debt/funding matrix with eligibility, timing, and coverage implications. The Excel pro-forma will present scenarios and sensitivities:

- **Baseline (status quo):** Reflects current operations and existing commitments.
- **Programmed improvements with stabilized operations:** Incorporates planned capital projects and assumes airline and cargo activity have ramped through the startup period and reached typical ongoing levels.

An implementation tracker will assign each action to an owner and support party, specify prerequisites, identify start and finish windows, and define checkpoints for monitoring progress.

Attachment B: Compensation

Fees for this project are Three Hundred Forty Five Thousand and 00/100 US Dollars ($345,000). Payable in accordance with Section 3 of this Professional Service Agreement.

AIRPORT: **Lakeland Linder International Airport**
PROJECT NAME: **Strategic Business Plan**
DATE: **November 19, 2025**

WOOLPERT

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate			Total Cost
1.0 Introduction and Project Management	0 hrs.	x				
Planner Project Mgr IV	102 hrs.	x	$ 305.00 /hr	=	$	31,110.00
Planner Project Manager II	26 hrs.	x	$ 275.00 /hr	=	$	7,150.00
Prgrm Dir II	0 hrs.	x	$ 325.00 /hr	=		
Prgrm Dir II	0 hrs.	x	$ 325.00 /hr	=		
Planner I	0 hrs.	x	$ 185.00 /hr	=		
Graphic Artist I	0 hrs.	x	$ 145.00 /hr	=		
Technical Writer I	0 hrs.	x	$ 145.00 /hr	=		
SUBTOTAL	128 hrs.		SUBTOTAL		$	38,260.00
Reimbursables						
Auto Rental	Day	x	$ 130.00 /Day=			
Lodging + Tax & Fees	18 Day	x	$ 110.00 /Day=		$	1,980.00
Per Diem	18 Day	x	$ 68.00 /Day=		$	1,224.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=			
			SUBTOTAL		$	3,204.00
	PHASE SUBTOTAL				$	41,464.00

LABOR HOUR BREAKDOWN

TASK			LABOR CATEGORY										
Start Date:	End Date:		Planner Project Mgr IV	Planner Project Manager II	Prgrm Dir II	Prgrm Dir II	Planner I	Graphic Artist I	Technical Writer I				Phase Item Costs
1.0	Introduction and Project Management		Rob Barber	Gregory Sanders	Marc Miller	Hilary Fletcher	Sarah Hinton	Taylor Belt	Elliot Rosales				
1.01	Introduction		16										$ 4,880.00
1.02	Project Coordination Meetings		26	26									$ 15,080.00
1.03	Video Production Support		60										$ 18,300.00
	TOTALS	0	102	26	0	0	0	0	0	0	0	0	$ 38,260.00
	PERCENTAGES	0%	80%	20%	0%	0%	0%	0%	0%	0%	0%	0%	

Labor Category	Total Hours		Billing Rate			Total Cost
2.0 Mission, Vision, Values	0 hrs.	x				
Planner Project Mgr IV	76 hrs.	x	$ 305.00 /hr	=	$	23,180.00
Planner Project Manager II	12 hrs.	x	$ 275.00 /hr	=	$	3,300.00
Prgrm Dir II	0 hrs.	x	$ 325.00 /hr	=		
Prgrm Dir II	40 hrs.	x	$ 325.00 /hr	=	$	13,000.00
Planner I	0 hrs.	x	$ 185.00 /hr	=		
Graphic Artist I	0 hrs.	x	$ 145.00 /hr	=		
Technical Writer I	8 hrs.	x	$ 145.00 /hr	=	$	1,160.00
SUBTOTAL	136 hrs.		SUBTOTAL		$	40,640.00
Reimbursables						
Auto Rental	Day	x	$ 130.00 /Day=			
Lodging + Tax & Fees	2 Day	x	$ 110.00 /Day=		$	220.00
Per Diem	2 Day	x	$ 68.00 /Day=		$	136.00
Travel & Airline Costs	1 Trip	x	$ 500.00 /Trip=		$	500.00
			SUBTOTAL		$	856.00
	PHASE SUBTOTAL				$	41,496.00

TASK			LABOR CATEGORY										
Start Date:	End Date:		Planner Project Mgr IV	Planner Project Manager II	Prgrm Dir II	Prgrm Dir II	Planner I	Graphic Artist I	Technical Writer I				Phase Item Costs
2.0	Mission, Vision, Values		Rob Barber	Gregory Sanders	Marc Miller	Hilary Fletcher	Sarah Hinton	Taylor Belt	Elliot Rosales				
2.01	Mission, Vision, Values		16	12									$ 8,180.00
2.02	Stakeholder Engagement (Interviews, Public Meetings, Synthesis)		60			40			8				$ 32,460.00
	TOTALS	0	76	12	0	40	0	0	8	0	0	0	$ 40,640.00
	PERCENTAGES	0%	56%	9%	0%	29%	0%	0%	6%	0%	0%	0%	

Labor Category	Total Hours		Billing Rate			Total Cost
3.0 SWOT	0 hrs.	x				
Planner Project Mgr IV	40 hrs.	x	$ 305.00 /hr	=	$	12,200.00
Planner Project Manager II	8 hrs.	x	$ 275.00 /hr	=	$	2,200.00
Prgrm Dir II	2 hrs.	x	$ 325.00 /hr	=	$	650.00
Prgrm Dir II	8 hrs.	x	$ 325.00 /hr	=	$	2,600.00
Planner I	0 hrs.	x	$ 185.00 /hr	=		
Graphic Artist I	0 hrs.	x	$ 145.00 /hr	=		
Technical Writer I	0 hrs.	x	$ 145.00 /hr	=		
SUBTOTAL	58 hrs.		SUBTOTAL		$	17,650.00
Reimbursables						
Auto Rental	Day	x	$ 130.00 /Day=			
Lodging + Tax & Fees	Day	x	/Day=			
Per Diem	Day	x	/Day=			
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=			
			SUBTOTAL		$	-
	PHASE SUBTOTAL				$	17,650.00

TASK			LABOR CATEGORY										
Start Date:	End Date:		Planner Project Mgr IV	Planner Project Manager II	Prgrm Dir II	Prgrm Dir II	Planner I	Graphic Artist I	Technical Writer I				Phase Item Costs
3.0	SWOT		Rob Barber	Gregory Sanders	Marc Miller	Hilary Fletcher	Sarah Hinton	Taylor Belt	Elliot Rosales				
3.01	SWOT Analysis		40	8	2	8							$ 17,650.00
	TOTALS	0	40	8	2	8	0	0	0	0	0	0	$ 17,650.00
	PERCENTAGES	0%	69%	14%	3%	14%	0%	0%	0%	0%	0%	0%	

Labor Category	Total Hours		Billing Rate			Total Cost
4.0 Goals	0 hrs.	x				
Planner Project Mgr IV	32 hrs.	x	$ 305.00 /hr	=	$	9,760.00
Planner Project Manager II	0 hrs.	x	$ 275.00 /hr	=		
Prgrm Dir II	0 hrs.	x	$ 325.00 /hr	=		
Prgrm Dir II	0 hrs.	x	$ 325.00 /hr	=		
Planner I	8 hrs.	x	$ 185.00 /hr	=	$	1,480.00
Graphic Artist I	0 hrs.	x	$ 145.00 /hr	=		
Technical Writer I	0 hrs.	x	$ 145.00 /hr	=		
SUBTOTAL	40 hrs.		SUBTOTAL		$	11,240.00
Reimbursables						
Mileage	4600 Mi	x	$ 0.548		$	2,520.00
			SUBTOTAL		$	2,520.00
	PHASE SUBTOTAL				$	13,760.00

TASK			LABOR CATEGORY										
Start Date:	End Date:		Planner Project Mgr IV	Planner Project Manager II	Prgrm Dir II	Prgrm Dir II	Planner I	Graphic Artist I	Technical Writer I				Phase Item Costs
4.0	Goals		Rob Barber	Gregory Sanders	Marc Miller	Hilary Fletcher	Sarah Hinton	Taylor Belt	Elliot Rosales				
4.01	Goals		32				8						$ 11,240.00
	TOTALS	0	32	0	0	0	8	0	0	0	0	0	$ 11,240.00
	PERCENTAGES	0%	80%	0%	0%	0%	20%	0%	0%	0%	0%	0%	

Labor Category	Total Hours	Billing Rate	Total Cost
5.0 Ancillary Elements			

TASK			LABOR CATEGORY										
Start Date:	End Date:		Planner Project Mgr IV	Planner Project Manager II	Prgrm Dir II	Prgrm Dir II	Planner I	Graphic Artist I	Technical Writer I				Phase Item Costs
5.0	Ancillary Elements		Rob Barber	Gregory Sanders	Marc Miller	Hilary Fletcher	Sarah Hinton	Taylor Belt	Elliot Rosales				

	0 hrs.	x				
Planner Project Mgr IV	120 hrs.	x	$ 306.00 /hr	=	$	36,600.00
Planner Project Manager II	20 hrs.	x	$ 275.00 /hr	=	$	5,500.00
Prgrm Dir II	10 hrs.	x	$ 325.00 /hr	=	$	3,250.00
Prgrm Dir II	0 hrs.	x	$ 325.00 /hr	=		
Planner I	20 hrs.	x	$ 185.00 /hr	=	$	3,700.00
Graphic Artist I	0 hrs.	x	$ 145.00 /hr	=		
Technical Writer I	0 hrs.	x	$ 145.00 /hr	=		
SUBTOTAL	170 hrs.		SUBTOTAL		$	49,050.00
Reimbursables						
Auto Rental	Day	x	$ 130.00 /Day=			
Lodging + Tax & Fees	Day	x	/Day=			
Per Diem	Day	x	/Day=			
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=			
			SUBTOTAL		$	-
	PHASE SUBTOTAL				$	49,050.00

5.01	Financial Analysis, Budgeting, and Accounting Controls		24	4	2		4						$ 9,810.00
5.02	Financial Modelling Tools		24	4	2		4						$ 9,810.00
5.03	Debt Structure Review and Funding Opportunities		24	4	2		4						$ 9,810.00
5.04	Operating Structure and Governance Review		24	4	2		4						$ 9,810.00
5.05	Airport Community Value (Asset-Inclusive)		24	4	2		4						$ 9,810.00
	TOTALS	0	120	20	10	0	20	0	0	0	0	0	$ 49,050.00
	PERCENTAGES	0%	71%	12%	6%	0%	12%	0%	0%	0%	0%	0%	

Labor Category	Total Hours		Billing Rate			Total Cost
6.0 Recommended Plan						
	0 hrs.	x				
Planner Project Mgr IV	80 hrs.	x	$ 306.00 /hr	=	$	24,400.00
Planner Project Manager II	4 hrs.	x	$ 275.00 /hr	=	$	1,100.00
Prgrm Dir II	0 hrs.	x	$ 325.00 /hr	=		
Prgrm Dir II	0 hrs.	x	$ 325.00 /hr	=		
Planner I	8 hrs.	x	$ 185.00 /hr	=	$	1,480.00
Graphic Artist I	8 hrs.	x	$ 145.00 /hr	=	$	1,160.00
Technical Writer I	8 hrs.	x	$ 145.00 /hr	=	$	1,160.00
SUBTOTAL	108 hrs.		SUBTOTAL		$	29,300.00
Reimbursables						
Auto Rental	Day	x	$ 130.00 /Day=			
Lodging + Tax & Fees	Day	x	/Day=			
Per Diem	Day	x	/Day=			
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=			
			SUBTOTAL		$	-
	PHASE SUBTOTAL				$	29,300.00

TASK		LABOR CATEGORY										
	Start Date: End Date:		Planner Project Mgr IV	Planner Project Manager II	Prgrm Dir II	Prgrm Dir II	Planner I	Graphic Artist I	Technical Writer I				Phase Item Costs
6.0	Recommended Plan		Rob Barber	Gregory Sanders	Marc Miller	Hilary Fletcher	Sarah Hinton	Taylor Belt	Elliot Rosales				
6.01	Recommended Plan		80	4			8	8	8				$ 29,300.00
	TOTALS	0	80	4	0	0	8	8	8	0	0	0	$ 29,300.00
	PERCENTAGES	0%	74%	4%	0%	0%	7%	7%	7%	0%	0%	0%	

Labor Category	Total Hours		Billing Rate			Total Cost
7.0 Worksheets & Tables						
	0 hrs.	x				
Planner Project Mgr IV	40 hrs.	x	$ 306.00 /hr	=	$	12,200.00
Planner Project Manager II	4 hrs.	x	$ 275.00 /hr	=	$	1,100.00
Prgrm Dir II	0 hrs.	x	$ 325.00 /hr	=		
Prgrm Dir II	0 hrs.	x	$ 325.00 /hr			
Planner I	8 hrs.	x	$ 185.00 /hr		$	1,480.00
Graphic Artist I	0 hrs.	x	$ 145.00 /hr			
Technical Writer I	0 hrs.	x	$ 145.00 /hr			
SUBTOTAL	52 hrs.		SUBTOTAL		$	14,780.00
Reimbursables						
Auto Rental	0 Day	x	$ 135.00 /Day=			
Lodging + Tax & Fees	Day	x	/Day=			
Per Diem	Day	x	/Day=			
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=			
			SUBTOTAL		$	-
	PHASE SUBTOTAL				$	14,780.00

TASK		LABOR CATEGORY										
	Start Date: End Date:		Planner Project Mgr IV	Planner Project Manager II	Prgrm Dir II	Prgrm Dir II	Planner I	Graphic Artist I	Technical Writer I				Phase Item Costs
7.0	Worksheets & Tables		Rob Barber	Gregory Sanders	Marc Miller	Hilary Fletcher	Sarah Hinton	Taylor Belt	Elliot Rosales				
7.01	Worksheets & Tables		40	4			8						$ 14,780.00
	TOTALS	0	40	4	0	0	8	0	0	0	0	0	$ 14,780.00
	PERCENTAGES	0%	77%	8%	0%	0%	15%	0%	0%	0%	0%	0%	

		CONTRACT HOURS		PHASE FEE	REIMBURSABLE COSTS	TOTAL COST
PART A - BASIC SERVICES (LUMP SUM)						
1.0	Introduction and Project Management	128		$ 38,260.00	$ 3,204.00	$ 41,464.00
2.0	Mission, Vision, Values	136		$ 40,640.00	$ 856.00	$ 41,496.00
3.0	SWOT	58		$ 17,650.00		$ 17,650.00
4.0	Goals	40		$ 11,240.00	$ 2,520.00	$ 13,760.00
5.0	Ancillary Elements	170		$ 49,050.00		$ 49,050.00
6.0	Recommended Plan	108		$ 29,300.00		$ 29,300.00
7.0	Worksheets & Tables	52		$ 14,780.00		$ 14,780.00
		0	SUBTOTAL $ -	$ 200,920.00	$ 6,580.00	$ 207,500.00
SUBCONSULTANT 1						
RAWA					$ 125,000.00	
					SUBTOTAL	$ 125,000.00
					SUBCONSULTANT MULTIPLIER	1.10
					TOTAL SUBCONSULTANT COST	$ 137,500.00
TOTAL		370.0		$ 200,920.00	$ 13,160.00	$ 345,000.00

*For the purposes of estimating the cost of mileage, per diem, and lodging are calculated in accordance with applicable IRS and GSA guidelines. At the time of invoicing mileage will be invoiced in accordance with published IRS rates at the time of service and per diem will be invoiced in accordance with published GSA rates at the time of service. Lodging will be invoiced as actual expense incurred except in the cases where specific client requirements exist that limit lodging to GSA standards.

Attachment C: Terms and Conditions

Force Majeure. Neither Party shall be responsible for delays caused by reasons beyond its reasonable control, including but not limited to Acts of God, war, pandemic, government delay or order, delays caused by others not under the control of either Party or similar delays experienced by its subconsultants.

Client Representations. Client agrees that any self-performed work will not interfere with Woolpert's services, or impact Woolpert's standard of care. Client will timely coordinate all self-performed work to allow Woolpert's services to proceed as agreed to in writing. Client's failure to coordinate its work, timely act, and/or timely disclose all information material to the Project may constitute material non-performance under this Agreement. Client agrees to reasonably cooperate with Woolpert, and to perform its responsibilities, obligations and work in a manner that allows Woolpert to efficiently furnish its service. Client represents that Woolpert shall be entitled to rely upon information provided by Client or its other consultants and Woolpert shall not be liable in the event that erroneous information is supplied by the Client or its other consultants, and Woolpert subsequently relies upon and incorporates such information in the performance of its services or any deliverable.

Insurance. Woolpert agrees to maintain insurance coverage as set forth in Attachment D.

Limitation of Liability. Neither Woolpert nor Client shall be liable to the other for any incidental, indirect, or consequential damage arising out of this Agreement, which shall include, without limitation, loss of use or profits. Except for one's willful misconduct, both parties agree that its employees, officers, directors, shareholders and agents will not be personally liable for any damages arising from this Agreement. Client agrees to limit Woolpert's liability for any and all claims, losses, costs, expenses and/or damages of any kind whatsoever, including attorneys' fees and defense costs to Woolpert's fee, or Fifty Thousand Dollars, whichever is greater.

Certifications. Woolpert will not be required to author or execute any document that concerns a condition that Woolpert has not been contracted to ascertain, over which Woolpert has no control, or which was affected by another's actions or conduct.

Warranty Disclaimer. Woolpert disclaims any guarantee or warranty, whether expressed or implied, as to any professional service furnished under this Agreement.

Construction/Site Safety. Client agrees that Woolpert is not responsible for nor has control over any construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work.

Hazardous Materials. Woolpert is not responsible for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form, including mold or asbestos.

Documentation and Ownership. Drawings, specifications, documents, and data prepared or collected by Woolpert are instruments of services and may be used by Client solely with respect to the scope of the project described within this Agreement; and unless otherwise agreed in writing, Woolpert retains all right, title and interest therein.

If Client, or anyone for whom Client is responsible, makes or permits any changes to Woolpert's final deliverables without first obtaining Woolpert's written consent, Client agrees to assume complete responsibility for the proximate consequences of any unauthorized change, and waives and releases any claim against Woolpert and those for whom Woolpert is responsible, from any liability arising directly or indirectly from any such change.

Termination/Suspension. Either Party may terminate this Agreement for convenience upon thirty (30) days prior written notice to the other party without penalty or liability, except for services rendered prior to the termination date. In the event of Client's failure to make payments or substantially perform its obligations under this Agreement Woolpert may suspend services or terminate this Agreement, without penalty or liability, upon ten (10) days prior written notice and failure of the Client to cure the default within the (ten)-day period unless such cure period is otherwise mutually extended, in writing, by the Parties. In the event of any termination, Woolpert shall be paid for all services satisfactorily performed through the date of termination. If it is later determined that any termination for failure of the Client to make payments or substantially perform its obligations was excusable, the termination shall be deemed to be a termination for convenience.

Duty to Notify. Woolpert and Client agree to timely identify and disclose to the other all issues reasonably discovered and/or learned that may impact the other's performance in order to allow the impacted party an opportunity to evaluate the circumstance at the earliest available time so that the Project's schedule, budget or quality is mitigated and/or remediated as timely and cost-efficiently as possible.

Client agrees to promptly report to Woolpert any known or suspected defects in Woolpert's service. Client agrees to impose a similar requirement on all others under Client's control. Failure by Client or by those for whom Client is responsible to timely notify Woolpert of any such defect shall relieve Woolpert of the costs to remediate the condition(s) beyond the sum the remediation would have cost, if any, had prompt notice been provided when the defect was first discovered.

Export/Import Control. Each party agrees that it shall comply with United States import and export control and asset control laws, regulations, and orders, including but not limited to software, processes, or technical data. Such regulations include without limitation the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774, customs laws, as well as all regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. Client agrees if Woolpert is prohibited from performing under this Agreement as a result of the inability to obtain necessary approvals or permits, Woolpert's performance will be excused, and this Agreement will be terminated for the convenience of Woolpert.

Electronic Files. Due to the easily alterable nature of electronic files, Woolpert makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness for any particular purpose, including, but not limited to, performance of electronic files in cost estimating, quantity calculating, survey layout, or other software used by the Client or any other consultant or contractor.

No Fiduciary Duty. Client agrees that neither Woolpert nor anyone for whom it is responsible, have offered Client any fiduciary service and no fiduciary responsibility shall be owed.

Headings. Headings included herein are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

Choice of Law/Venue. This Agreement is to be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of law principles. Any action brought under this Agreement shall only be brought in a court of competent jurisdiction located within Polk County, Florida or the U.S. District Court in and for the Middle District of Florida, Tampa Division.

Public Records.

IF WOOLPERT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KELLY S. KOOS – CITY CLERK AT: PHONE: 863-834-6210, E-MAIL:

cityclerk@lakelandgov.net, MAIL: ATTN: CITY CLERK, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

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

Affidavit Regarding the Use of Coercion for Labor and Services.

In accordance with Florida Statute §787.06(13), all nongovernmental entities executing, renewing or extending a contract with a governmental entity are required to provide an Affidavit, signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. Such Affidavit is attached hereto as Attachment "D".

Attachment D: Insurance and Safety 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: $1,000,000.00

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:$1,000,000.00

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.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

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 or policies or copies of policies 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.

SPECIFICATION OF SAFETY AND OCCUPATIONAL HEALTH

City of Lakeland project representatives who assume responsibility for contract management will be responsible for ensuring compliance with these safety requirements by all Contractors and Subcontractors.

1. General

All contractors are responsible for providing their employees with a safe and healthful working environment as required the Occupational Health and Safety (OSH) Act of 1970 and the Occupational Safety and Health Administration (OSHA) standards. Therefore, the contractor and their employees are responsible for following OSHA standards, applicable state regulations, and the City of Lakeland Safety Practices and Policies.

The City of Lakeland's Safety Team and City management reserve the right to STOP work for any condition found to be Immediately Dangerous to Life and Health (IDLH). The contractor is solely and exclusively responsible for compliance with all safety requirements and the safety of all their employees and property on the project site. Note: Nothing in this requirement is to be construed to as removing or shifting responsibility from the contractor.

The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Contractor. The City reserves the right to require demonstration of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement. The Contractor agrees upon such breach, all work under the Contract shall terminate until compliance with the provision of this Agreement is demonstrated. In no event shall action or failure to act on the part of the City be construed as a duty to enforce the safety provisions of this Agreement, nor shall it be construed to create liability for the City for any act or failure to act in respect to the safety provisions of this Agreement.

2. Personal Protective Equipment (PPE) (OSHA 29CFR§1910 Subpart I)

It is the contractor's sole responsibility to provide adequate PPE for their employees. Additionally, the contractor is responsible for training their employees in the proper selection, maintenance, use of PPE. Minimal PPE requirements on City of Lakeland worksites:

Foot protection must meet ANSI Z41.1-1999 standards and worn on all City properties.

Head protection must meet ANSI Z89.1-1986 standards and worn in all areas except office buildings and office trailers.

Eye and face protection must meet ANSI Z87.1-1989 standards and worn in all areas except office buildings and office trailers.

Hand and Arm Protection must meet OSHA 29CFR§1910.138 requirements for proper selection, inspection, and care.
Hearing Protection must meet ANSI S3.19-74, OSHA 29CFR§1910.95(j) and 29CFR§1910.95 Appendix: B requirements. Hearing protection must be worn in areas where the noise level is over 85 dB

3. Housekeeping

It is the contractor's sole responsibility to keep the project work site clean during and after working hours. Contractor shall supply waste receptacles for each site location. They shall be emptied not less frequently than once each working day, unless unused, and shall be maintained in a clean and sanitary condition. At the completion of the contract the contractor will ensure that all excess materials are removed from the work site and that the worksite is left clean and safe. If the contractor leaves a project work site unkept and in a hazardous condition; the City will have the area cleaned and forward the bill to the contractor.

4. Smoking

Smoking is permitted only in designated areas. Receptacle's must be used or waste removed in contractors' waste disposal container.

5. Safety Kick-offs and Safety Stand-Downs

A safety kick-off to disseminate safety expectations will be conducted before the project commences. Safety sand-downs will be conducted when major safety concerns, accidents, or near misses occur.

6. Training Documentation

OSHA requires documentation of all safety training provided to employees by their employers. Documentation of all required safety training required for work proposed for this contract must be submitted within thirty days of contract award or before commencement of contracted work. Please reference the Occupational Safety and Health Administration Requirements for details.

7. Written Safety Programs or Plans

Contactors awarded contracts with the City of Lakeland must, thirty days of contract award or before commencement of contracted work, provide the Risk Management Office written safety programs or plans. Please reference the requirements set forth in the Occupational Safety and Health Administration Requirements. The Risk Management Office will approve the submitted safety programs or plans as adequate to reduce risk of the work being performed.

Attachment E:

Required Federal Provisions

A. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the WOOLPERT for itself, its assignees, and successors in interest (hereinafter collectively referred to as "WOOLPERT") agrees as follows:

1. Compliance with Regulations: WOOLPERT will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. Non-discrimination: WOOLPERT, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation or gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. WOOLPERT will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Agreements, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by WOOLPERT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by WOOLPERT of WOOLPERT's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: WOOLPERT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of WOOLPERT is in the exclusive possession of another who fails or refuses to furnish the information, WOOLPERT will so certify to CITY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of WOOLPERT's noncompliance with the non-discrimination provisions of this Agreement, the CITY will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to (a) withholding payments to WOOLPERT under the Agreement until WOOLPERT complies, and/or (b) cancelling, terminating, or suspending the Agreement, in whole or in part.

6. Incorporation of Provisions: WOOLPERT will include the provisions of paragraphs one through six of this Section A. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. WOOLPERT will take action with respect to any subcontract or procurement as CITY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if WOOLPERT becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, WOOLPERT may request the CITY to enter into any litigation to protect the interests of the CITY. In addition, WOOLPERT may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, WOOLPERT, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

ii. 49 CFR Part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27 (nondiscrimination on the Basis of Disability in Programs or Activities receiving Federal Financial Assistance);

v. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);

vi. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

vii. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

viii. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

ix. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005)); and

xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681, et seq.).

C. General Civil Rights Provision. In all its activities within the scope of its airport program, WOOLPERT agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Act and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds WOOLPERT and its subcontractors from the bid solicitation period through the completion of this Agreement.

D. Right of Re-entry. In the event of breach of any of the above Nondiscrimination covenants, CITY will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

E. Subcontracts. WOOLPERT agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which WOOLPERT grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

F. Fair Labor Standards Act. This Agreement incorporates by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. WOOLPERT has full responsibility to monitor its own and its subcontractors' compliance with the referenced statute or regulation. WOOLPERT must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

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

H. Access to Records and Reports. WOOLPERT must maintain an acceptable cost accounting system. WOOLPERT agrees to provide CITY, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of WOOLPERT which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. WOOLPERT agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

I. Clean Air and Water Pollution Control. WOOLPERT agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). WOOLPERT agrees to report any violation to the CITY immediately upon discovery. The CITY assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. WOOLPERT must include this requirement in all subcontracts that exceed $150,000.

J. Debarment and Suspension. WOOLPERT, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction," must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. WOOLPERT will accomplish this by:

i. Checking the System for Award Management at the following website: http://www.sam.gov.

ii. Collecting a certification statement similar to the Certification of Offeror/Bidder Regarding Debarment, above.

iii. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

K. Distracted Driving. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving," (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the CITY encourages WOOLPERT to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with this Agreement. WOOLPERT must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with this Agreement.

L. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. WOOLPERT and subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

M. Equal Opportunity Clause.

During the performance of this Agreement, the WOOLPERT agrees as follows:

i. WOOLPERT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. WOOLPERT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The WOOLPERT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. WOOLPERT will, in all solicitations or advertisements for employees placed by or on behalf of WOOLPERT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. WOOLPERT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. WOOLPERT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of WOOLPERT's commitments under this section 202 of Executive Order

11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. WOOLPERT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. WOOLPERT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of WOOLPERT's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the WOOLPERT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. WOOLPERT will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. WOOLPERT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, WOOLPERT may request the United States to enter into such litigation to protect the interests of the United States.

N. Equal Employment Opportunity Specifications.

i. As used in these specifications:

1. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

2. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

3. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

4. "Minority" includes:

(A) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(B) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(C) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(D) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

ii. Whenever WOOLPERT, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

iii. If WOOLPERT is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

iv. WOOLPERT shall implement the specific affirmative action standards provided in paragraphs vii(1) through vii(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization WOOLPERT should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. WOOLPERT is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

v. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom WOOLPERT has a collective bargaining agreement, to refer either minorities or women shall excuse WOOLPERT's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

vi. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by WOOLPERT during the training period, and WOOLPERT must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

vii. WOOLPERT shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of WOOLPERT's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. WOOLPERT shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which WOOLPERT's employees are assigned to work. WOOLPERT, where possible, will assign two or more women to each construction project. WOOLPERT shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out WOOLPERT's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when WOOLPERT or its unions have employment opportunities available, and maintain a record of the organizations' responses.

3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the

union hiring hall for referral and was not referred back to WOOLPERT by the union or, if referred, not employed by WOOLPERT, this shall be documented in the file with the reason therefore, along with whatever additional actions WOOLPERT may have taken.

4. Provide immediate written notification to the Director when the union or unions with which WOOLPERT has a collective bargaining agreement has not referred to WOOLPERT a minority person or woman sent by WOOLPERT, or when WOOLPERT has other information that the union referral process has impeded WOOLPERT's efforts to meet its obligations.

5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to WOOLPERT's employment needs, especially those programs funded or approved by the Department of Labor. WOOLPERT shall provide notice of these programs to the sources compiled under vii(2) above.

6. Disseminate WOOLPERT's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting WOOLPERT in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

8. Disseminate WOOLPERT's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing WOOLPERT's EEO policy with other contractors and subcontractors with whom WOOLPERT does or anticipates doing business.

9. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving WOOLPERT's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, WOOLPERT shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and WOOLPERT's obligations under these specifications are being carried out.

14. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

16. Conduct a review, at least annually, of all supervisor's adherence to and performance under WOOLPERT's EEO policies and affirmative action obligations.

viii. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (vii(1) through vii(16)). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which WOOLPERT is a member and participant may be asserted as fulfilling any one or more of its obligations under (vii)(1) through (vii)(16) of these specifications provided that WOOLPERT actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in WOOLPERT's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of WOOLPERT. The obligation to comply, however, is WOOLPERT's and failure of such a group to fulfill an obligation shall not be a defense for CONTRACTOR's noncompliance.

ix. A single goal for minorities and a separate single goal for women have been established. WOOLPERT, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, WOOLPERT may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though WOOLPERT has achieved its goals for women generally, WOOLPERT may be in violation of the Executive Order if a specific minority group of women is underutilized).

x. WOOLPERT shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

xi. WOOLPERT shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

xii. WOOLPERT shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

xiii. WOOLPERT, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If WOOLPERT fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

xiv. WOOLPERT shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

xv. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

O. Disadvantaged Business Enterprises. Contract Assurance. WOOLPERT, subrecipient or subcontractors shall not discriminate in the performance of this Agreement consistent with the regulations set forth in 49 CFR Part 26. WOOLPERT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by WOOLPERT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

i. Withholding monthly progress payments;
ii. Assessing sanctions;
iii. Liquidated damages; and/or
iv. Disqualifying WOOLPERT from future bidding as non-responsible.

Prompt Payment. WOOLPERT agrees to pay each subcontractor under this prime Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment WOOLPERT receives from CITY. WOOLPERT agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of CITY. This clause applies to both DBE and non-DBE subcontractors.

P. Trade Restriction Certification. By submission of an offer and entering into this Agreement, WOOLPERT certifies that with respect to this solicitation and the resultant Agreement, WOOLPERT –

i. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

ii. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

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

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

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

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

i. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

ii. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

iii. who incorporates in the public works project any product of a foreign country on such USTR list.

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

WOOLPERT agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. WOOLPERT may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless WOOLPERT has knowledge that the certification is erroneous.

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

Q. Certification Regarding Lobbying.

WOOLPERT certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of WOOLPERT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, WOOLPERT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. WOOLPERT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

R. Tax Delinquency and Felony Convictions. WOOLPERT represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. WOOLPERT further represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

S. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of WOOLPERT or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. CITY will provide WOOLPERT written notice that describes the nature of the breach and corrective actions WOOLPERT must undertake in order to avoid termination of the contract. CITY reserves the right to withhold payments to WOOLPERT until such time WOOLPERT corrects the breach or the CITY elects to terminate the contract. The CITY's notice will identify a specific date by which WOOLPERT must correct the breach. CITY may proceed with termination of the contract if WOOLPERT fails to correct the breach by the deadline indicated in the CITY's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

T. Certification Regarding Domestic Preferences for Procurements. The CONTRACTOR certifies that, to the greatest extent practicable, the CONTRACTOR has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

U. Termination for Convenience. The CITY may, by written notice to WOOLPERT, terminate this Agreement for its convenience and without cause or default on the part of WOOLPERT. Upon receipt of the notice of termination, except as explicitly directed by the CITY, WOOLPERT must immediately discontinue all services affected. Upon termination of the Agreement, WOOLPERT must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete. CITY agrees to make just and equitable compensation to WOOLPERT for satisfactory work completed up through the date WOOLPERT receives the termination notice. Compensation will not include anticipated profit on non-performed services. Owner further agrees to hold WOOLPERT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

V. Termination For Cause. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach. The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

i. Termination by CITY: The CITY may terminate this Agreement for cause in whole or in part, for the failure of WOOLPERT to:

1. Perform the services within the time specified in this contract or by CITY approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, WOOLPERT must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, WOOLPERT must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

CITY agrees to make just and equitable compensation to WOOLPERT for satisfactory work completed up through the date WOOLPERT receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CITY further agrees to hold WOOLPERT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause. If, after finalization of the termination action, the CITY determines WOOLPERT was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CITY issued the termination for the convenience of the CITY.

ii. Termination by WOOLPERT: WOOLPERT may terminate this Agreement for cause in whole or in part, if the CITY:

1.Defaults on its obligations under this Agreement;
2.Fails to make payment to the CONTRACTOR in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of WOOLPERT.

Upon receipt of a notice of termination from WOOLPERT, CITY agrees to cooperate with WOOLPERT for the purpose of terminating the agreement or portion thereof, by mutual consent. If CITY and WOOLPERT cannot reach mutual agreement on the termination settlement, WOOLPERT may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CITY's breach of the contract.

In the event of termination due to CITY breach, WOOLPERT is entitled to invoice the CITY and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by WOOLPERT through the effective date of termination action. The CITY agrees to hold WOOLPERT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Attachment E (CON'T): REQUIRED STATE PROVISIONS

Equal Employment Opportunity:
In connection with the carrying out of this Project, Woolpert shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. Woolpert will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
Woolpert shall insert the foregoing provision modified only to show the particular contractual relationship in all its subcontracts in connection with the development or operation of the Project, except subcontracts for the standard commercial supplies or raw materials, and shall require all such subcontractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, Woolpert shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.
Title VI - Civil Rights Act of 1964: Woolpert will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et. seq), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Contractor pursuant thereto.
Title VIII - Civil Rights Act of 1968: Woolpert will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, (42 USC 3601, et seq.,) which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex and age.
Americans with Disabilities Act of 1990 (ADA): Woolpert will comply with all the requirements imposed by the ADA (42 USC 12012. et. Seq.) the regulations of the federal government issued thereunder, and the assurance by Woolpert pursuant thereto.
Disadvantaged Business Enterprise (DBE) Policy and Obligation:
DBE Policy: It is the policy of the FDOT Grant that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26, as amended, shall have the equal opportunity to participate in the performance of contracts financed in whole or in part with FDOT funds. The DBE requirements of 49 CFR Part 26, as amended, apply to this contract.
DBE Obligation: Woolpert agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the equal opportunity to participate in the performance of this contract. In this regard, Woolpert shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform this contract. Woolpert and its subcontractors shall not discriminate in accordance with 49 CFR Part 26 in the award and performance of this contract.
Woolpert shall not discriminate on the basis of race color
national origin or sex in the award and performance of any DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Woolpert shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The Airport's DBE Program goal as required by 49 CFR Part 26 and as approved by DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Woolpert of its failure to carry out its approved program the City may impose sanctions as provided for under Part 26 and may in appropriate cases refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et.seq.).
Affidavit Regarding the Use of Coercion for Labor and Services
Florida Statute §787.06(13), requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an Affidavit, attached hereto as Attachment D,
signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.
E-Verify
E-Verify. Woolpert shall utilize the United States Department of Homeland Security's E-Verify system to verify the employee eligibility of all new employees hired by Woolpert during the term of this Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
Scrutinized Companies
In accordance with Florida Statute §287.135, this Agreement may be terminated at the option of the awarding body if the company or other entity is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.