McFARLAND JOHNSON

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March 23, 2026

MJ Project No. 19581.00

Ms. Kris Hallstrand
City of Lakeland
Lakeland Linder International Airport
1140 E. Parker Street
Lakeland, FL 33801

RE: Terminal Development Program Definition Plan (PDP) – 2025-RFQ-100

Dear Ms. Hallstrand:

McFarland-Johnson, Inc. (hereinafter called "MJ") proposes to render professional planning and engineering services to the City of Lakeland and Lakeland Linder International Airport (hereinafter called "City", "Airport", or "LAL"), in connection with the following project.

A. <u>PROJECT DESCRIPTION</u>:

1. The Terminal Program Definition Plan (PDP) (hereinafter called the "Project") goals consists of the following:
    a. Review, validate, and update recommendations and foundations laid in the forecast of aviation activity, the 2025 Terminal Area Master Plan (TAMP), and the ALP Update (currently under development), to allow further definition of demand and concept refinement of the terminal building program.
    b. Validate and refine spatial requirements as presented in the TAMP to right-size the terminal building program to identify phase 1 requirements such that regulatory body acceptance and funding can be gained.
    c. Develop programming documents, high level phasing, and implementation strategy including ROM cost to support subsequent procurement of design services and financial advisory services.
2. The Client is expected to furnish MJ with full information as to Client's requirements, including any special or extraordinary considerations for the Project or special services needed, and to make available all pertinent existing data.
3. MJ's services will consist of the preparation of a final report summarizing the aspects of the study, including exhibits and renderings, all as further described in the following Basic Scope of Services and supplemented in **Exhibit A**, Scope of Services, which is attached to this letter, as well as the City of Lakeland Request for

Qualifications 2025-RFQ-100, Terminal Development Program Definition Plan, including the requirements set forth therein.

B. BASIC SCOPE OF SERVICES:

1. The project consists of planning and engineering services for the development of a Terminal Program Definition Plan (PDP) as further outlined in the attached scope of services.
2. MJ will also furnish such Additional Services as Client may request for an additional fee.

C. UNDERSTANDING OF THE BASIC SCOPE OF SERVICES:

Limitations, assumptions, and items to be provided by Client or others, are outlined in the attached Scope of Services (**Exhibit A**).

D. REQUEST FOR QUALIFICATIONS REQUIREMENTS:

MJ has met and will continue to meet the requirements as set forth in the Request for Qualifications 2025-RFQ-100, Terminal Development Program Definition Plan (PDP).

E. COMPENSATION FOR BASIC SERVICES:

The Client shall reimburse MJ for Basic Services in the following manner:

A **lump sum fee of $ 650,000.00**, inclusive of direct project expenses **(Exhibit B)**.

MJ will bill Client monthly for services. The above financial arrangements are on the basis of payment of invoices within 30 days so that the orderly and continuous progress of the Project can be maintained.

Please remit payment to:

McFarland-Johnson, Inc.
49 Court Street, Suite 240,
Binghamton, NY 13901.

MJ would expect to start services promptly after receipt of Client's acceptance of this proposal and to complete services within nine (9) months. This schedule is contingent upon the Client completing all reviews and providing comments, decisions, and approvals within the agreed-upon review periods so as not to delay the orderly progression of the Project. The time periods for the performance of services are further discussed in **Exhibit A**.

If there are protracted delays for reasons beyond MJ's control, MJ would expect to negotiate with Client an equitable adjustment of schedule.

It is necessary that the Client advise MJ in writing, within five (5) days of the start of MJ's services, if Client has budgetary limitations for Total Project Costs.

The Services to be rendered by MJ on this Project, together with specific understandings applicable for the project, are set forth in **Exhibit A**, Scope of Services, which is attached to and made a part of this proposal and supersede all prior written or verbal understandings.

This proposal, **Exhibit A**, Scope of Services, along with the attached Schedule A (Standard Terms and Conditions), and **Exhibit B**, Fee Summary, represents the entire understanding between Client and MJ with respect to this Project, and may only be modified in writing signed by both parties.

If this offer of services is acceptable, please execute in the space provided and return to McFarland-Johnson, Inc.

We appreciate the opportunity to submit this proposal / agreement and hope it meets with your approval. If there are any questions, please do not hesitate to contact Gavin Fahnestock or me.

Very truly yours,

McFARLAND-JOHNSON, INC.

By: Thomas T Kendrick Date: March 23, 2026
Thomas Kendrick, PE, CEO

City of Lakeland

By: ______________ Date: 04-08-2026
Sara Roberts McCarley, Mayor

By: Kelly S Koos Date: 04-08-2026
Kelly Koos, City Clerk

CITY OF LAKELAND, FLORIDA
INCORPORATED
JAN. 1, 1885

By: ______________ Date: 4-8-2026
Palmer Davis, City Attorney

Exhibit A | Scope of Services

for

Lakeland Linder International Airport

Owned and Operated by

City of Lakeland

Terminal Development PDP

BACKGROUND AND PROJECT OVERVIEW

The Lakeland Linder International Airport (LAL or the Airport) is located in Polk County, Lakeland, Florida. The Airport is currently served by Avelo Airlines with service to eight (8) destinations. The Airport terminal was originally constructed as a General Aviation (GA) Fixed Based Operator (FBO) terminal. Prior to the start of commercial service by Direct Air in 2011, the building was renovated to serve commercial air service. Direct Air operated from mid-2011 until early 2012. Ahead of the start of commercial service by Avelo Airlines in 2024, the Airport conducted a second renovation to bring all interior facilities up to current security standards with improvements to the TSA security checkpoint, secure passenger exit, and hold room area. Additionally, the Airport has made improvements to wayfinding signage, constructed an overflow parking lot in a grass area north of the loop road, and installed parking infrastructure for the paved parking lot directly adjacent to the terminal.

In 2024, LAL began a Terminal Area Master Plan (TAMP) study and Airport Layout Plan (ALP) Update study. The purpose of the studies was to evaluate a full build out of the terminal area, including landside, airside, and terminal functions and facilities, based on an updated forecast of aviation activity. Currently, the Draft TAMP has been completed and the forecast of aviation activity is pending Federal Aviation Administration (FAA) approval. The TAMP provides LAL with a roadmap for full buildout of the terminal area based on anticipated enplanements in the 20-year planning period.

The next step in the development of the terminal area will be to develop a detailed program definition, strategy, implementation, and funding plan based on the results of the TAMP. These steps will include, but not be limited to, the formation of a team, development of a funding strategy, formulation of a delivery plan, and development of a project definition document.

PROJECT GOALS

1. Review, validate, and update recommendations and foundations laid in the forecast of aviation activity, the 2025 TAMP, and the ALP Update (currently under development), to allow further definition of demand and concept refinement of the terminal building program.
2. Validate and refine spatial requirements as presented in the TAMP to right-size the terminal building program to identify phase 1 requirements such that regulatory body acceptance and funding can be gained.
3. Develop programming documents, high level phasing, and implementation strategy including ROM cost to support subsequent procurement of design services and financial advisory services.

PROJECT TEAM

The project team will be identified and outlined upon completion of the scope of work. The following specialties are recommended for inclusion in the project team.

1. **McFarland Johnson (MJ)** will be the prime firm responsible for the overall management of the Project. Additional responsibilities will include:
    a. Passenger demand validation / refinement;

b. Space Programming,
c. Aircraft parking / gate modeling and planning;
d. Overall concept refinement and development
e. Project phasing, implementation and funding strategy ; and,
f. Compilation and final production of deliverables.

2. **Mead & Hunt (M&H)** will provide architectural support for life safety analyses, space programming reviews, functional concept refinement support, landside planning and stakeholder engagement support.
3. **Grace Design (Formerly Straughn Trout)** will provide architectural support related to development of the building aesthetic, façade, and conceptual "look and feel", as well as support stakeholder engagement and architectural renderings/visualizations.
4. **JSM** to provide support in BHS system concepts.
5. **Connico** for cost estimating support for all program components.

SCOPE OF SERVICES

The following scope of services was developed based on initial discussions with LAL management. The scope of services is subject to change following further detailed discussions and refinement; therefore, the associated consultant fee will be revised and updated to reflect scope changes requested by the Client.

Project Kickoff and Initial Stakeholder Consultation / Charet

The Project Team will meet with LAL to verify, confirm, and define the scope required for the project, which includes:

- Explanation and Documentation of Project Goals and Objectives;
- Establishing a listing of LAL, City of Lakeland, tenant, and other representatives who will be consulted as stakeholders for information or feedback to the Project Team during the PDP process; and,
- Establishing and verifying a chain of responsibility or decision making for use in later decision making during the programming process and subsequent schematic design process.

Additionally, the Project Team will utilize the results of the TAMP to inform the project goals and objectives.

Two (2) staff from MJ and one (1) staff each from M&H, Grace Design, JSM, and Connico, will be in attendance for the project kickoff meeting. The site visit will be held the same day, immediately following the project kickoff meeting and initial stakeholder consultation / charet.

Project Management Meetings

Bi-weekly project management meetings will be held with Airport leadership to review progress, confirm decisions, and address emerging issues. Meetings will be held virtually and attended by two (2) staff members from MJ.

Technical Workshops

Technical workshops will be established based on major task milestones. Up to four (4) technical workshops will be held throughout the duration of the project. Up to two (2) workshops will be held in-person at the Airport, with the remaining two (2) being held virtually. Two (2) staff members from MJ and one (1) staff member from M&H will attend in-person.

Document Existing Conditions

Prior to commencing programming activities for the Project, the Project Team will collect and review existing and available data and studies provided by the Client. Any missing or additional data collection needs will be identified. If required, the Project Team will visit and inspect the project site to document current conditions, specifically those that either do not match or that are not contained in the 2020 Airport Master Plan, 2025 TAMP, or draft ALP Narrative (if available). The following are included in this task:

- Take photographs and make written documentation, sketches, notes, or reports to confirm and record the general condition of the existing site.
- A matterport scan of the existing terminal facility (limited to pertinent areas) may be taken during the data collection effort to document existing conditions.

To assist in documenting the existing conditions, the Airport will provide the Project Team with the following information:

- As-built and current plan view drawings of all related BHS.
  - Identify airline ticket counter assignments.
- Concept drawings prepared for the Basis of Design Report (BDR) submitted to the TSA.
- Request and review the resident airlines flight schedule and fleet mix.
  - Estimated/Average Outbound passenger counts per week.
    - Domestic
    - International

Note: The Airport will provide staff for escorting of the project team for the duration of the site visit.

Demand Definition and Space Program Refinement

Demand Definition Validation and Update

Based on data collected and reviewed, the Project Team will validate the forecast and enplanement data with input from LAL and the Airline(s) (if applicable). Peaking data will be reviewed and updated. Updates to the forecast, enplanement data, and peaking data will be based on short term goals and objectives and longer-term target planning activity levels (PALs).

Terminal Space Program Validation

The Project Team will develop an updated Terminal Space Program that will address the following areas within the terminal development program:

- Terminal / Concourse
  - Holdrooms / Circulation
  - Concession Space
  - Traveler Amenities (i.e. Lactation Room(s); Pet Relief Area(s); etc.)
  - BOH / Mechanical / Equipment (including security monitoring and access control)
  - Restrooms
  - Storage / Support
  - Airline / Tenant Space
  - *Wayfinding (including FIDS and other digital displays)
  - Baggage Claim Space
    - Claim Units
    - Circulation Space
  - TSA / Passenger Security Screening Checkpoint
  - TSA / Employee Screening
  - Ticket Lobby Space and Future Technology
  - Baggage Handling System (BHS)
  - Central Equipment / Utility Space
  - LAL Administration Offices / Operations Center
- CBP / FIS

**Note: Space programming may include identification of potential locations of certain amenities and features, however, these features will require further evaluation and siting during design.*

Refinement and validation of the space program will be completed in coordination with LAL and other stakeholders. Facility space programming will include tabular space requirements, bubble diagrams and general spatial relationships and adjacencies. Identification of a targeted Level of Service for the facilities in the space program will be completed in coordination with LAL.

An evaluation of existing BHS and utility systems will be conducted to determine the potential for continued use or expansion to accommodate future use.

Identification of Applicable Design Guidelines, Standards, and Permits

The Project Team will research and document codes, laws, rules, regulations, and ordinances pertaining to the property, building type, and probable building design established by subsequent programming and design tasks, applicable at the time of the PDP. These will include:

- Design Standards & Guidelines / Building Code
  - Polk County
  - City of Lakeland
  - Federal Aviation Administration (FAA) / Transportation Security Administration (TSA)
  - U.S. Customs and Border Protection (CBP) / Department of Homeland Security (DHS)
  - Florida Building Code and applicable NFPA, NEC, and ASHRAE standards
  - International Air Transport Association (IATA) standards
  - Lakeland Linder International Airport (LAL) and City of Lakeland design, delivery, and procurement standards
- Required Permits
  - Federal permits and approvals

- State permits and approvals
- County and City permits and approvals
- Utility provider coordination
- Coordination with additional agencies and Authorities Having Jurisdiction (AHJs), as required

Concept Refinement

The Project Team will review and evaluate the existing concept(s) developed and presented in the 2025 TAMP. The existing concept shall form the basis for concept development and will be refined into an updated final concept and associated floor plates based on the results of analysis completed in prior tasks. A draft refined concept will be developed, and two (2) revisions will be made based on coordination and feedback from LAL and the project stakeholders.

The refined concept developed during this task will address the following areas within the terminal program:

- Terminal Development footprint including:
  - Concourse / Terminal Development (including relocation of Airport Operations, Police Department, Airport Badging, and Airport Operations Center, as required)
  - Baggage Claim
  - TSA / Passenger Security Screening Checkpoint
  - Baggage Handling System (BHS)
  - LAL Administration Offices
  - CBP / FIS Space
  - Ramp Level Airline and Tenant Offices
- Central Utility Plant (CUP)
- Site Utilities
- Landside and Roadways
  - Curbside, Pedestrian Connectivity, Walking Distances, Parking Requirements, Ground Transportation Connections
- Airside Commercial Apron and Taxilanes
- Repurpose of existing facility

Concept Development Documents shall be diagrams responding to the predesign documentation and building program requirements illustrating the general scope, scale, and relationship of project components. Documents will include the following in addition to other graphics or descriptive materials the Project Team may deem necessary to communicate the project:

- A site concept plan showing scale, contours, and general topographical conditions, over-all feature dimensions, adjacent highways, roads, emergency access, utilities, walks and paths, parking areas, roadways / access, bus and car loading zones, existing buildings and use, location of proposed building(s).

  - A 2D annotated Geographic Information System (GIS) aerial map site plan.
- Future additions: taxilane and apron layouts, aircraft gate and RON parking positions, exterior baggage facilities (as applicable), relocatable or temporary structures, and phased construction as applicable.
  - One (1) 2D exhibit identifying future airside development.
- Conceptual floor plate diagram showing over-all space dimensions, identity of each space, accessibility for the disabled, occupant load of each space, proposed passive design and low energy usage features, any existing buildings and use, future additions, and phased construction as applicable.
  - One (1) 2D Floor Plate black-and-white concept layout diagram developed in CAD or Revit and identifying the main terminal program elements.

Design Parameters / Inputs

The Project Team will prepare level by level concept floor plans to provide an understanding of the functions and relationships between public and support spaces, main and secondary areas, and horizontal and vertical circulation cores. These plans will build upon the approved refined concept diagrams / floor plates developed previously.

The Project Team will develop detailed requirements for the terminal program and level by level floor plans including design objectives, limitations, and criteria; spatial and functional relationships; flexibility and expandability; and special equipment and systems where applicable.

Passenger / User Concept of Operations

The Project Team will develop the user concept of operations and anticipated activity volumes to/from passenger nodes within the terminal program. The following will be defined as part of this process:

- Terminal program physical layout and passenger movements
- Passenger flows / operational analysis including user types, demand, and connections;
- Building servicing (materials movement); and,
- Airside aircraft movements.

The Project Team will coordinate with LAL in support of these tasks to allow the concept and operations to be maintained and updated based on any changes to airport services, connected passenger nodes or air service changes.

Architectural Floor Plans

Based on the terminal program as refined, the Project Team will develop building floor plans for each level showing points of the compass, over-all dimensions, identity of each space, proposed door locations, mechanical (including fire suppression and camera monitoring) and electrical rooms, storage, concessions, and support spaces. Specifically, the following areas within the terminal building will be identified:

- Concourse / Terminal
  - Holdrooms / Circulation
  - Concession Space
  - BOH / Mechanical / Equipment
  - Restrooms
  - Storage / Support
  - Airline / Tenant Space
- Baggage Claim
  - Claim Units
  - Circulation Space
- TSA / Passenger Security Screening Checkpoint
  - Screening Lanes and Equipment Space
  - Offices and Support Space
- Baggage Handling System (BHS)
  - Secure Side Equipment and Belt Layout/Schematic
  - Apron Carousels or Other
  - Tug / Cart Paths
- Central Utility Plant (CUP) or Equivalent
- LAL Administration
  - Airport Operations
  - Police Department
  - Airport Badging
- CBP / FIS Space
- Ramp Level Airline / Tenant Back of House Space
- Ticket lobby considerations (i.e. biometric check-in, self-bag tag/drop, kiosks, etc.)

The Project Team will develop a life-safety plan delineating the necessity for and initial decisions concerning exits, accessibility for the disabled, fire walls, protected corridors, smoke partitions, fire alarm systems, fire sprinkler systems, room names and numbers, and any other life-safety features relevant to the facility will be developed for LAL.

This information will also be used to provide input into development of the static image renderings.

- One (1) 2D black-and-white Life Safety Plan for each level of the building will be developed in CAD or Revit.
- One (1) 2D black-and-white Floor Plan for each level of the building will be developed in CAD or Revit.

Architectural Façade Criteria & Elevations

The Project Team will establish an exterior facade and architectural concept for the terminal expansion based on the existing terminal design to provide visual interest while maintaining the functional integrity of the facility. This concept will include exterior elevations that show the relationships with the surrounding, main access point and special articulation within LAL. The concept will be developed in coordination with LAL and include input from the terminal program stakeholders. The results of this task will also be used to provide input into development of the static image renderings.

Static Image Renderings

The Project Team will render static images / renderings of the terminal facility from both interior and exterior perspectives. For budgeting purposes, a total of four (4) renderings will be developed. The Project Team will coordinate with LAL to identify the specific location, perspective, lighting, weather conditions, and other applicable attributes of each rendering to be created.

Rough Order-of-Magnitude Cost Estimates

High level rough order-of-magnitude (ROM) cost estimates will be developed for the approved refined concept. The ROM estimates will be developed per typical industry standard for divisions of work and established for each phase as well as the total concept. Owner's soft costs will also be included.

Estimates will be developed for both airside and landside developments including:

- Expansion and Reconstruction of the Existing Terminal
- Proposed Central Utility Plant
- Employee / Bus / Customer Parking
- Landside Roadway Redevelopment
- Airside Pavement Redevelopment

Estimates for the following development are not included:

- 4-Level Parking Garage
- 3 Supporting Facilities / Canopies / Solar

Program Implementation Considerations and Strategy

This task will provide an implementation schedule and strategy to reflect the site and terminal building layout, phasing, and projected design, procurement, and construction timelines for the overall selected terminal area development program to be implemented by the Client under separate contract. The development of phasing tied to operational, design, procurement, and construction durations of the program will reflect the suggested sequence of events and their timing as necessary to establish a cohesive operation during the terminal improvements program.

Program Phasing and Implementation Schedule

This task will build upon the results of previous tasks and finalize the program sequencing and project delivery methods based on the selected overall terminal development program concept, space program, and conceptual floor plans to develop a comprehensive schedule for the initial phase of the terminal development program. The implementation schedule and project phasing developed in this task will be based on the analyses, results, coordination, and engagement completed during this PDP process. The updated schedule will include activities from PDP completion through design, procurement, construction, and opening of the initial terminal development phase / project.

Identify Enabling Projects

The Project Team will identify projected early implementation / enabling packages that may be developed, released, and completed (by others) to implement smaller isolated and defined elements of the overall terminal development program and build momentum towards the full terminal project execution. These early packages will be identified considering the preferred project delivery method and further refined in previous tasks, as well as the most recent terminal phasing plan and program schedule. List of permits and / or environmental requirements will be identified within this task.

LAL Driven Program Milestones

This task will Identify required project milestones that will be directed and executed by LAL to progress the terminal development program from completion of the PDP through design and construction of the complete facility and infrastructure. This includes development of the overall capital improvement program timeline with key milestones for enabling projects and other capital projects and overall program governance.

Funding Eligibility Analysis and Preliminary Funding Plan

Based on the results of previous tasks and the rough order-of-magnitude (ROM) estimates developed previously, the Project Team will prepare a preliminary funding eligibility matrix to identify which program packages and project components may be eligible for FAA and FDOT funding and which components will not. The Project Team will coordinate with LAL to identify possible federal, state, and local funding/financing sources for the terminal development based on the implementation schedule and phasing and funding eligibility matrix developed in this task. A sources / uses table of program funding will be developed to meet the estimated ROM cost of the program. Specific focus will be given to available funds and eligible project types through the Infrastructure Inflation Reduction Act (IIJA) and how it can be applied to the LAL Terminal Development Program.

Project Documentation and Deliverables

This task will include the assembling of the PDP including technical memorandums, technical reports, and other information developed and / or gathered throughout the Project. This includes documentation of meetings / briefings, presentations, public involvement, and exhibits. Information will be compiled in a single report.

The PDP report will be distributed for review, comment, and feedback. The Project Team will address comments from client and issue a final report.

ASSUMPTIONS / ITEMS NOT INCLUDED

The following are basic assumptions to the scope of services and / or items not included in the scope of services, which form the basis of the project scope and budget. Items not included in this proposal have been assumed to be provided by LAL or others outside of this contract if needed:

This scope of work is based on the information available at this time. The fees may have to be revised if the Project / Scope definition changes from the description presented in this document. Any change and/or technical support, other than those presented in this proposal, may result in an increase in fees included herein. Any work, studies, additional support and / or expenses that are not described in this proposal are not included and would not be performed without written agreement between the Client and MJ via an executed Change Order. Comments from the FAA or review agencies that could require additional field work or major modifications to the scope of services and resulting in unanticipated additional effort, would be considered as additional technical support, and is not covered in this proposal.

- Surveys, topographic and/or boundary
- Geotechnical (soils) testing and analysis
- LIDAR building scan
- Tracing existing power and data homeruns
- Environmental investigations (e.g., wetlands, species, flora/fauna)
- Advanced Air Mobility (AAM) Analyses
- Mechanical/Electrical/Plumbing (MEP) design development or construction document services
- Structural design development or construction document services
- Architectural design development or construction document services
- Destructive or subsurface investigations
- The Project Team has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided will be based on the information known to the Project Team at the time and represents only the Project Team's judgment. The Project Team cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- Hazardous Materials Abatement is not included in cost estimates. These will be included in the estimates if provided by the Airport, including the citation of the source.
- Unless otherwise stated, all deliverables will include one (1) round of comments and revisions.
- All deliverables will be submitted in electronic format. The Project Team may, at its sole discretion, provide prints / plots of exhibits for use during project management meetings and technical workshops.

PROJECT SCHEDULE

MJ would expect to start services promptly after receipt of Client's acceptance of this proposal and to complete services within nine (9) months. This schedule is contingent upon the Client completing all reviews and providing comments, decisions, and approvals within the agreed-upon review periods so as not to delay the orderly progression of the Project. Due to the fast-paced nature of the project, review periods by the Airport have been estimated to be no greater than one (1) week, unless otherwise specified. Milestone workshops have been included in the scope of work to assist in the efficient execution of decision making and review.

The project has been organized into four (4) clear, decision-driven phases, aligned with defined Airport Advisory Board (AAB) actions that support transparent governance and timely decision-making.

PHASE 1 – PROJECT INITIATION AND BASELINE VALIDATION

Phase 1 establishes the foundation for the PDP by confirming the airport's vision, governance structure, decision-making authority, and communication protocols, while developing a reliable technical baseline. Activities include project kickoff, stakeholder identification, confirmation of roles and escalation paths, schedule development, and documentation of existing conditions.

Phase 1 - Airport Advisory Board Action

The Airport Advisory Board is briefed on the project purpose, governance framework, schedule, and baseline assumptions, and **acknowledges the project direction and approach**, authorizing advancement into demand validation and program definition.

Schedule - Month 1

PHASE 2 – DEMAND, PROGRAM DEFINITION, AND REGULATORY ALIGNMENT

Phase 2 defines the functional and spatial requirements of the terminal through validated demand analysis and space programming, with customer experience as a guiding principle. Forecasts, peaking characteristics, and level-of-service assumptions are refined in coordination with airport staff, airline partners, and the FAA. Applicable design standards, codes, and permitting requirements are identified to allow regulatory alignment and minimize downstream risk.

Phase 2 - Airport Advisory Board Action

The Airport Advisory Board reviews the validated demand assumptions, terminal space program, and regulatory framework, and **recommends acceptance of the program parameters** as a defensible basis for concept refinement.

Schedule - Month 2-3

Phase 3 – Concept Development and Public Engagement

Building on the validated program, Phase 3 advances concept refinement and visualization in a manner that supports the project's aggressive schedule. The preferred TAMP concept is refined, with limited evaluation of select alternatives aligned with the airport's vision and project philosophy. Design development, circulation analysis, and renderings are prepared to clearly communicate functionality, passenger experience, and operational intent. Public engagement is conducted during this phase to gather meaningful feedback on well-developed concepts.

Phase 3 - Airport Advisory Board Action

The Airport Advisory Board reviews concept alternatives, public input summary, and staff recommendations, and **recommends a Preferred Alternative** for advancement into cost, phasing, and implementation planning.

Schedule - Month 4-6

Phase 4 – Cost, Implementation, and Program Definition

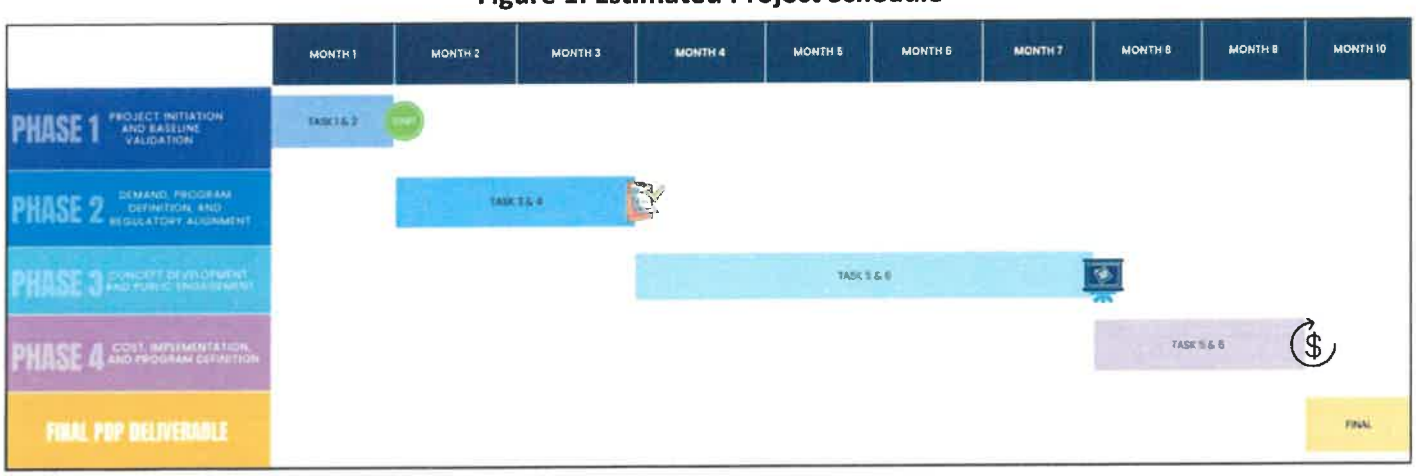
Phase 4 translates the Preferred Alternative into an actionable implementation framework. Activities include development of a rough order-of-magnitude cost estimate, program phasing and delivery strategies, identification of enabling projects, funding eligibility analysis, and establishment of airport-driven milestones. All work is compiled into a comprehensive Program Definition Plan suitable for funding and procurement actions.

Phase 4 - Airport Advisory Board Action

The Airport Advisory Board reviews the final PDP and implementation strategy and **recommends acceptance of the PDP** to support funding pursuit, design procurement, and advancement to City Commission consideration, as applicable.

Schedule - Month 7-9

Figure 1: Estimated Project Schedule



PROJECT BUDGET

Fee Type / Labor Amount (including subconsultants): Lump Sum not-to-exceed cost of $ 650,000.00

Direct Labor (MJ): *$ 313,948.00*

Direct Expenses (MJ): *$ 15,839.00*

Architecture (sub-consultants): *$ 196,985.00*

Mead & Hunt: $ 121,023.00

Grace Design: $ 75,962.00

Baggage Handling System (sub-consultant): *$ 69,608.00*

JSM: $ 69,608.00

Cost Estimating (sub-consultant): *$ 53,620.00*

Connico: $ 53,620.00

EXHIBIT B FEE SUMMARY

LAL Terminal PDP

City of Lakeland
Lakeland Linder International Airport

March 2026

McFarland Johnson

FEE SUMMARY

	DESIGN / PLANNING SERVICES
1. DIRECT TECHNICAL LABOR	**$313,948.00**
2. DIRECT EXPENSES	**$15,839.00**
3. SUBCONSULTANT COSTS	**$320,213.00**
Mead & Hunt	$121,023.00
Grace Design	$75,962.00
JSM	$69,608.00
Connico	$53,620.00
4. TOTAL FEE ESTIMATE	**$650,000.00**

5. TOTAL NOT TO EXCEED FEE FOR ALL SERVICES	**$650,000.00**

LAL Terminal PDP

City of Lakeland
Lakeland Linder International Airport

March 2026

McFarland Johnson

DIRECT COSTS

	DESIGN / PLANNING SERVICES
Travel Related Costs:	
Vehicle Cost Plus Fuel	$3,033
Lodging and Meals	$5,361
Per Diem	
Reproduction	
CADD Plots	$300
Prints	$216
Photocopies	
Photo Costs	
Telephone/Fax:	
Postage/Delivery	
Miscellaneous (airfare, meeting materials, data)	$6,929

$15,839

LAL Terminal PDP

City of Lakeland
Lakeland Linder International Airport

March 2026

ESTIMATED HOURS

PHASE/TASK	DESCRIPTION	(PD) $310.00	(PM) $270.00	(QCA) $210.00	(LTM) $205.00	(AP) $122.00	(SPE) $285.00	(PE) $195.00	SUM Hours
Task 1	Project Kickoff and Initial Stakeholder Consultation / Charet	4	96	5	116				221
1.1	Project Management Meetings	2	60	2	60				124
1.2	Technical Workshops	2	36	3	56				97
Task 2	Document Existing Conditions		8		16	16			40
2.1	Data Collection / Existing Conditions		8		16	16			40
Task 3	Demand Definition and Space Program Refinement	10	16		64	64			154
3.1	Demand Definition Validation and Update	6	8		32	32			78
3.2	Terminal Space Program Validation	4	8		32	32			76
Task 4	Identification of Applicable Design Guidelines, Standards, and Permits	8	4	4	16	24	24	32	112
4.1	Identification of Applicable Design Guidelines, Standards, and Permits	8	4	4	16	24	24	32	112
Task 5	Concept Refinement	8	12	6	64	80	40	40	250
5.1	Concept Refinement	8	12	6	64	80	40	40	250
Task 6	Design Parameters / Inputs	16	32	24	96	96			264
6.1	Passenger / User Concept of Operations	4	8	6	32	40			90
6.2	Architectural Floor Plans	4	8	6	32	40			90
6.3	Architectural Façade Criteria & Elevations	4	8	6	16	8			42
6.4	Static Image Renderings	4	8	6	16	8			42
Task 7	Rough-Order-of-Magnitude Cost Estimates		4	4	8				16
7.1	Cost Estimating		4	4	8				16
Task 8	Program Implementation Considerations and Strategy	20	48	24	128	112			332
8.1	Program Phasing and Implementation Schedule	8	8	6	32	32			86
8.2	Identify Enabling Projects	4	8	6	32	32			82
8.3	LAL Driven Program Milestones	4	8	6	32	32			82
8.4	Funding Eligibility Analysis and Preliminary Funding Plan	4	24	6	32	16			82
Task 9	Project Documentation and Deliverables	13	24	16	64	72			189
9.1	Draft Documentation and Deliverables	7	16	8	40	48			119
9.2	Final Documentation and Deliverables	6	8	8	24	24			70
	Total Hours - Design / Planning Services	**79**	**244**	**83**	**572**	**464**	**64**	**72**	**1578**
	Total Labor Cost - Design / Planning Services	**$ 24,490.00**	**$ 65,880.00**	**$ 17,430.00**	**$ 117,260.00**	**$ 56,608.00**	**$ 18,240.00**	**$ 14,040.00**	**$ 313,948.00**

STANDARD TERMS AND CONDITIONS

Schedule A

This offer of services including these terms and conditions, and any attachment hereto, contains the complete and final agreement between McFarland-Johnson, Inc. (ENGINEER) and CLIENT, and no other agreement or quotation will be binding upon ENGINEER unless made in writing and signed by authorized representative of ENGINEER.

Reuse of Documents

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

Limitation of ENGINEER's Liability

To the fullest extent permitted by law, total liability to CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including but not limited to ENGINEER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed the total reimbursement received by ENGINEER from CLIENT on this Project.

Provisions Concerning Payments

If CLIENT fails to make any payment due ENGINEER for services and expenses within forty five (45) days after receipt of ENGINEER's statement therefore, the amounts due ENGINEER will be increased at the rate of 1% per month from said thirtieth (30th) day, in accordance with Florida Statute § 218.74 et. Seq., the local government Prompt Payment Act, and in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

The Client will be liable for all costs, including but not limited to, Engineer's time, court costs, disbursements, and reasonable attorney's fees incurred by Engineer in the collection of any outstanding invoices.

Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination, plus all Reimbursable Expenses and Termination Expenses.

Controlling Law

This Agreement is to be governed by the law of the principal place of business of CLIENT. Any legal action between ENGINEER and CLIENT arising out of this Agreement shall be brought in a court of competent jurisdiction in the principal place of business of the CLIENT in Polk County, Florida, or the U.S. District Court in and for the Middle District of Florida, Tampa Division.

Standard of Care

ENGINEER makes no warranty, either expressed or implied as to his findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance. CLIENT recognizes that neither ENGINEER nor any of ENGINEER's subconsultants or subcontractors owes any fiduciary responsibility to CLIENT and/or any OWNER of the project.

Opinions of Cost

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgement as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase CLIENT wishes greater assurance as to Total Project or Construction Costs, CLIENT shall employ an independent cost estimator. ENGINEER's services to modify the Contract Documents to bring the Construction Cost within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

Successors and Assigns

CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither CLIENT nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due, or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

Severability and Reformation

Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

Customer Purchase Order

CLIENT agrees that any Purchase Order issued to cover this Agreement is issued for authorization purposes and CLIENT's internal use only, and none of its terms and conditions shall modify the terms of this Agreement.

Value Engineering

If the CLIENT retains the services of a Value Engineer (VE), it shall be at the CLIENT's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the ENGINEER's services.

If the ENGINEER objects to recommendations made by the VE, it shall so state in writing to the CLIENT. If the CLIENT requires the incorporation of changes in the Construction Documents to which the ENGINEER has objected, the CLIENT agrees to indemnify and hold harmless the ENGINEER from any damages, liabilities or costs, including reasonable attorney's fees and costs of defense, from any claim which arises as a result of the incorporation of such changes required by the CLIENT.

The ENGINEER shall be compensated for services to incorporate recommended value engineering changes into reports, drawings, specifications, bidding or other documents. The ENGINEER shall be compensated as Additional Service for all time spent to prepare for, review and respond to the recommendations of the VE.

FEDERAL AVIATION ADMINISTRATION CONTRACT PROVISIONS

(Issued on December 19, 2025)

1. ACCESS TO RECORDS AND REPORTS

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, 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 the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant 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.

2. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

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

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

False Statements: Per 49 U.S.C. § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

March 23, 2026	Thomas T Kendrick
Date	Signature
McFarland-Johnson, Inc.	**CEO**
Company Name	Title

3. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, 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 the Consultant and subconsultants from the bid solicitation period through the completion of the contract.

4. Title VI Solicitation Notice:

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

5. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 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);
- 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) including amendments thereto;

- 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);
- 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);
- The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- 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).

6. **Compliance with Nondiscrimination Requirements:**

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

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant 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 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of

the consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Consultant 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 a consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor 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 a Consultant's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

7. CLEAN AIR AND WATER POLLUTION CONTROL

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

Consultant must include this requirement in all subcontracts that exceed $150,000.

8. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. **Overtime Requirements.** No Consultant or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less

than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) of this clause, the Consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
3. **Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.
4. **Subconsultants.** The Consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subconsultant to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (1) through (4) of this clause.

9. CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

10. CERTIFICATION OF LOWER TIER CONSULTANTS REGARDING DEBARMENT

The successful bidder, 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. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. 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.

11. DBE CONTRACT ASSURANCE (49 CFR § 26.13)

The Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Consultant from future bidding as non-responsible.

12. PROMPT PAYMENT (49 CFR § 26.29)

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

13. TERMINATION OF DBE SUBCONTRACTS (49 CFR § 26.53(F))

The prime consultant must not terminate a DBE subconsultant listed in response to the Request for Qualification 2025-RFQ-100 Terminal Development Program Definition Plan (PDP) (or an approved substitute DBE firm) without prior written consent of the City of Lakeland. This includes, but is not limited to, instances in which the prime consultant seeks to perform work originally designated for a DBE subconsultant with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the consultant obtains written consent of the City of Lakeland. Unless the City of Lakeland's consent is provided, the prime consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The City of Lakeland may provide such written consent only if the City of Lakeland agrees, for reasons stated in the concurrence document, that the prime consultant has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

Before transmitting to the City of Lakeland its request to terminate and/or substitute a DBE subconsultant, the prime consultant must give notice in writing to the DBE subconsultant, with a copy to the City of Lakeland, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime consultant must give the DBE five days to respond to the prime consultant's notice and advise the City of Lakeland and the consultant of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City of Lakeland should not approve the prime consultant's action. If required in a particular case as a matter of public necessity (e.g., safety), the City of Lakeland may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of, or substitutions for, DBE firms put forward by offerors in negotiated procurements.

14. TEXTING WHEN DRIVING

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

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

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Consultant and Subconsultant 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 P.L. 115-232, § 889(f)(1)).

16. FEDERAL FAIR LABOR STANDARDS ACT

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

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

17. CERTIFICATION REGARDING LOBBYING

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

18. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

19. SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

20. CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not (**X**) 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.
2) The applicant represents that it is ( ) is not (**X**) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is 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.

21. TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner 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.

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

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

22. TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

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.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

   1. Perform the services within the time specified in this contract or by Owner 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, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner 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.

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

Owner further agrees to hold Consultant 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 Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

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

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

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

23. TRADE RESTRICTION CERTIFICATION

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

1) 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);
2) 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
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

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

2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

3) 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 consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

24. VETERAN'S PREFERENCE

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

25. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

26. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Consultant and subconsultant warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

STATE OF FLORIDA CONTRACT PROVISIONS

STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS
February 2021

1. SERVICES AND PERFORMANCE

A. Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplemental Agreement.

B. In the performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant will use due care in performing its services and will have due regard for acceptable engineering standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

C. The Consultant agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of work being done by the Consultant and of the details thereof. Coordination will be maintained by the Consultant with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Agreement may request and be granted a conference.

D. All services will be performed by the Consultant to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.

   In the event that the Consultant and the Department are not able to reach an agreement as to the amount of compensation to be paid to the Consultant for supplemental work desired by the Department, the Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by the Department to be reasonable. In such event, the Consultant will have the right to file a claim with the Department for such additional amounts as the consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve the Consultant from the obligation to timely perform the supplemental work.

E. In the event the work covered by this Agreement includes the preparation of construction plans, it is understood that the work may be divided into two or more construction projects by the Director and that, if this is done, the Consultant will supply construction plans for each project.

F. The Consultant is authorized to use the Department's computer facilities utilizing Department programs required for the performance of the services herein. The Consultant will identify the programs required and submit a written request to the Department's Project Manager for approval.

G. All design work performed by the Consultant for projects where anticipated construction cost is one million dollars ($1,000,000) or more will be subject to Value Engineering. The Department further reserves the right to subject projects of lesser construction cost to Value Engineering should the Department deem circumstances are present that warrant such a decision. Value Engineering may be performed at any stage of the design process. Unless specifically identified in the Agreement, the Consultant will not be required to perform the Value Engineering analysis.

H. The Consultant will not be liable for use by the Department of plans, documents, studies or other data for any purpose other than intended by the terms of this Consultant Agreement.

I. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Department upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Department will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

2. TERM

A. Services required after completion of scheduled project services, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the term of this Agreement at written direction of the department. Supplemental Agreements may be negotiated for any post project schedule services needed by the Department after scheduled project services.

In the event it becomes impracticable or impossible for the Consultant to complete the expected services within the term of this Agreement due to delays on the part of the department or circumstances beyond the control of the Consultant, the Agreement may be extended. An extension of the Agreement must be in writing.

B. *In the event there are delays caused by the Department in approval of any of the materials submitted by the Consultant or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Consultant which delay the scheduled project completion date, the Department may grant an extension of time equal to the aforementioned project schedule delay, as a minimum and not to exceed the Agreement term, by issuance of a Time Extension Letter. This letter will be for time only and does not include any additional compensation.

It will be the responsibility of the Consultant to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services on the project. In the event there have been delays which would affect the project completion date, the Consultant will submit a written request to the Department which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The Department will review the request and make a determination as to granting all or part of the requested extension.

In the event time for performance of the scheduled project services expires and the Consultant has not requested, or if the Department has denied, an extension of the Project Schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the Project Schedule completion date until a time extension is granted or all work has been completed and accepted by the Department if the Agreement term has not expired.

3. COMPENSATION

A. Bills for fees or other compensation for services or expenses shall be submitted to the Department in detail sufficient for a proper preaudit and postaudit thereof. The Department will render approval or disapproval of services within five working days of the receipt of a written progress report unless otherwise stated in the Agreement. The progress report will be accompanied by an appropriate invoice.

B. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, F.S. and the most current version of the Disbursement Handbook for Employees and Managers.

C. Records of costs incurred under terms of this Agreement will be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to the Department upon request.

D. Records of costs incurred will include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subconsultants/subcontractors performing work on the project, and all other records of the Consultant and subconsultants/subcontractors considered necessary by the Department for a proper audit of project costs.

E. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State regulations and Federal regulations in that the more restrictive of the applicable regulations will govern.

F. The Consultant should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

G. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Consultant. Interest penalties of less than one (1) dollar will not be enforced unless the Consultant requests payment. Invoices that have to be returned to a Consultant because of Consultant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

I. Except for issues arising from contract indemnification provisions, the Department will have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to the Department by the Consultant on any other Agreement between the Consultant and the Department. The Department may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement or any other Agreement between the Consultant and the Department as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the Department will have the right to retain an amount equal to the damages suffered as a result of the default.

J. It is mutually agreed and understood that the following provision will be applicable to this Agreement if the compensation to be paid to the Consultant, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs provided the Department to support the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which the Department determines the Agreement price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such Agreement adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by the Department, whichever is later.

K. In the event this Agreement is in excess of $25,000 and has a term of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods

exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years."

L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND INSURANCE

A. If the Consultant is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the Department relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the Department, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

The parties agree that 1% of the total compensation to the Consultant for performance of this Agreement is the specific consideration from the Department to the Consultant for the Consultant's indemnity agreement.

B. The Consultant will have and maintain during the term of this Agreement, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount specified in the Agreement.

C. Under the terms of this agreement, the plans, reports and recommendations of the Consultant will be reviewed by the Department for conformity with Department standards and agreement terms. However, review by the Department does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.

D. Acceptance of the work by the Department or Agreement termination does not constitute Department approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

5. COMPLIANCE WITH LAWS

A. All final plans, documents, reports, studies and other data prepared by the Consultant shall bear the professional's seal/ signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

B. Chapter 337.162 Florida Statutes applies as follows:

(1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint will be confidential.

(2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint will be confidential.

(3) Any confidential information submitted to the Department of Business and Professional Regulation will remain confidential pursuant to Chapter 455 and applicable state law.

C. The Consultant will comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

D. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the Department shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

E. The Consultant shall comply with Chapter 119, Florida Statutes. Specifically, the Consultant shall:

(1) Keep and maintain public records required by the Department to perform the service.

(2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) 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 Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the Department.

(4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Consultant or keep and maintain public records required by the Department to perform the service. If the Consultant transfers all public records to the Department upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Consultant to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

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

KELLY S. KOOS, CITY CLERK
PHONE: 863.834.6210
EMAIL: CITYCLERK@LAKELANDGOV.NET
ATTN: CITY CLERK
228 S. MASSACHUSETTS AVE.,
LAKELAND, FLORIDA 33801

F. The Consultant agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department and securing its consent in writing. The Consultant also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the Department.

G. Consultant covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Agreement. Consultant further covenants and agrees that when a former state employee is employed by the Consultant, the Consultant will require that strict adherence by the former state employee to Florida Statutes 112.313(9) and 112.3185 is a condition of employment of said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subconsultant/subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I. The Department will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement, by the Department, if the Consultant knowingly employs unauthorized aliens.

J. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subconsultant/subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

K. The Consultant agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at http://www.fdot.gov/procurement/index.shtm incorporated herein by reference and made a part of this Agreement.

L. The contractor/consultant/vendor agrees to comply with section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 20.055(5), Florida Statutes.

M. In accordance with Section 287.137, Florida Statutes, an entity or affiliate who has been placed on the Antitrust Violator Vendor List, kept by the Florida Department of Management Services, may not submit a bid, proposal, or reply for any new contract to provide goods or services to a public entity; may not submit a bid, proposal, or reply for any new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on any new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with any public entity; and may not transact new business with any public entity unless that person or affiliate has been removed from the list pursuant to Section 287.137, Florida Statutes.

N. An agency may not accept a bid, proposal, or reply from, or enter into or renew any contract with, a vendor on the Suspended Vendor List, kept by the Florida Department of Management Services, until such vendor has been removed from the Suspended Vendor List and returned to the vendor list maintained by the Florida Department of Management Services pursuant to subsections 287.042(1)(a) and (b), Florida Statutes, and the vendor has reimbursed the agency for any reprocurement costs.

6. TERMINATION AND DEFAULT

A. The Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination, as follows:

(1) If the Department determines that the performance of the Consultant is not satisfactory, the Department may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.

(2) If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Consultant, the Department will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is tobe terminated.

(3) If the Agreement is terminated before performance is completed, the Consultant will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.

B. The Department reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the Consultant for or on behalf of the Department, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the Department . The Department reserves the right to terminate or cancel this Agreement in the event the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The Department further reserves the right to suspend the qualifications of the Consultant to do business with the Department upon any such conviction.

C. A Consultant is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Consultant is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of $1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Consultant submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Consultant notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

D. Pursuant to Section 908.111, F.S., the Department may not execute, amend, or renew a contract with a common carrier or contracted carrier, if the carrier is willfully providing any service in furtherance of transporting a person into the State of Florida, with knowledge that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States. Pursuant to Section 908.111, F.S., the Vendor represents that the Vendor is a carrier with which the Department may enter this Agreement or is not a carrier defined in and subject to Section 908.111, F.S. The Department may terminate this Agreement upon receipt of knowledge or information that the Vendor is a carrier with which the Department is prohibited from contracting with under Section 908.111, F.S. Such termination shall be effective on the date of written notice to the Vendor.

7. ASSIGNMENT AND SUNCONSULTANTS / SUBCONTRACTORS

A. The Consultant will maintain an adequate and competent professional staff so as to enable Consultant to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subconsultants/subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs negotiated within the limits and terms of this Agreement. The Consultant is fully responsible for satisfactory completion of all subcontracted work. The Consultant, however, will not sublet, assign or transfer any work under this Agreement to other than subconsultants/subcontractors specified in the Agreement without the written consent of the Department.

B. The Consultant must state in all subcontracts that services performed by any such subconsultant/subcontractor will be subject to the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code.

C. The following provision is hereby incorporated in and made a part of this Agreement when the services provided herein do not involve the expenditure of Federal funds:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract will be purchased from the Corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract will be deemed to be substituted for this agency insofar as dealings with such Corporation.

The Corporation referred to in the above paragraph is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 28th Street North Suite 300
St Petersburg, Florida 33716

8. MISCELLANEOUS

A. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.

B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

C. There are no understandings or agreements except as herein expressly stated.

D. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

E. In any legal action related to this Agreement, instituted by either party, Consultant hereby waives any and all privileges and rights it may have under chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by the Department and in the event that any such legal action is filed by Consultant, Consultant hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

F. Consultant:

(1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and

(2) shall expressly require any subconsultants/subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the contract term; and

(3) shall adhere to requirements in section 448.095, Florida Statutes.

G. The Department may grant the Consultant's employees or subconsultants/subcontractors access to the Department's secure networks as part of the project. In the event such employees' or subconsultants'/subcontractors' participation in the project is terminated or will be terminated, the Consultant shall notify the Department's project manager no later than the employees' or subconsultants'/subcontractor's separation date from participation in the project or immediately upon the Consultant acquiring knowledge of such termination of employees' or subconsultants'/subcontractors' participation in the project, whichever occurs later.

9. TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I)

The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds: During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest agrees as follows:

A. It is understood and agreed that all rights of the Florida Department of Transportation relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating tothis Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation (hereinafter "USDOT"), not withstanding anything to the contrary in this Agreement.

C. Compliance with Regulations: The Consultant shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the USDOT, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Consultant, with regard to the work performed during the Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subconsultants/subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

E. Solicitations for subconsultants/subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subconsultant/subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or 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 Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administrations appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

  (1) withholding of payments to the Consultant under the Agreement until the Consultant complies and/or

  (2) cancellation, termination or suspension of the Agreement, in whole or in par

H. Incorporation or Provisions: The Consultant shall include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal

Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant/subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

I. Compliance with Nondiscrimination Statutes and Authorities: 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); and 49 CFR Part 21; 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); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); 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; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); 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); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by USDOT regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); 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).

J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

L. Participation by Disadvantaged Business Enterprises ("DBE"): The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). The statement that follows shall be included in all subsequent agreements between the Consultant and any subconsultant/subcontractor:

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

Pursuant to 49 CFR 26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Florida Department of Transportation in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Florida Department of Transportation. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

O. The Florida Department of Transportation hereby certifies that neither the Consultant nor the Consultant's representative has been required by the Florida Department of Transportation, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to

(1) employ or retain, or agree to employ or retain, any firm or person, or

(2) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Florida Department of Transportation further acknowledges that this Agreement will be furnished to a federal agency, in connection with this Agreement involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

P. The Consultant hereby certifies that it has not:

(1) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this Agreement (except a bona fide employee or Agency); or

(2) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement; or

(3) paid, or agreed to pay, to any firm, organization or person any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement (except a bona fide employee or Agency).

The Consultant further acknowledges that this Agreement will be furnished to the Florida Department of Transportation and a federal agency in connection with this Agreement involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

10. HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(14), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Lakeland, Florida (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of **McFarland-Johnson, Inc.**, a Nongovernmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company	McFarland-Johnson, Inc.
Authorized Signature	Thomas T Kendrick
Printed Name	Thomas Kendrick, PE
Date	March 23, 2026
Title	CEO

STATE Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this ____ day of **March**, 2026, by **Thomas Kendrick**, as **CEO of Engineering** on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced ______________ as identification.

Notary Public Signature [signature]

(Affix Notary Stamp or Seal) Print, Type or Stamp Name of Notary: **Veronica Barona**

My commission expires: **January 16, 2028**

NOTARY PUBLIC
Expires
1/16/2028
Veronica Barona
My Commission
HH 481631
STATE OF FLORIDA

McFarland-Johnson, Inc
Terminal Development Program Definition Plan (PDP)
2025-RFQ-100
INSURANCE REQUIREMENTS

STATEMENT OF PURPOSE

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

Such Agreements shall contain at a minimum risk management/insurance terms 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."

INSURANCE – BASIC COVERAGES REQUIRED (cont'd)

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.

The liability limits shall not be less than:

Bodily Injury and Property Damage	**$1,000,000 Single limit each occurrence**

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.

The liability limits shall not be less than:

Bodily Injury and Property Damage	**$1,000,000 Single limit each occurrence**

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.

ADDITIONAL INSURANCE

Additional Insurance: *The City requires the following types of insurance:*

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

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.

Hold Harmless/Indemnification
Consultant

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order or Task Authorization, the Consultant shall indemnify and hold harmless the City, and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Contract.

In any and all claims against the City, or any of its officers or employees, by any person employed or utilized by the Consultant in the performance of this Contract, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Consultant, or any other person or organization.

Check One and Complete: It is the express intent of the Consultant that this agreement shall apply for the timeframe or project(s) indicated below.

☒ **Timeframe:** You may select up to five (5) years. This agreement is applicable to all contracts, purchase orders, and other work performed for the City of Lakeland within the dates specified.

March 27, 2026 **to** March 27, 2031.
(Date) **(Date)**

(OR)

☐ **Project(s):** Agreement is limited to **Bid #** ____________,

PO/REQ # ______________, or **Contract dated**______________.

Subrogation: The Consultant and its Subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, except for "Professional Liability." In the case of "Professional Liability," the Consultant and its Subcontractors shall require their insurance carriers to waive all rights of subrogation except in situations where gross negligence is shown on the part of the City.

Release of Liability: Acceptance by the Consultant of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work unless otherwise specified in a written agreement between Consultant and City at the time of final payment.

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

McFarland-Johnson,Inc.
Name of Organization

BY: ____________________
Signature of Owner or Officer

E-mail: jwood@mjinc.com

305 705 4871
Organization Phone Number

STATE OF: Florida

COUNTY OF: Broward

The foregoing instrument was acknowledged before me, by means of physical presence, this 27th day of March, 2026.

by Jeffrey R. Wood, of McFarland-Johnson, Inc.
Printed Name of Owner / Officer **Corporate or Company Name**

____
If Applicable - DBA's or Subsidiaries.

He/She is personally known to me or has produced ____________________ as
State Drivers License Number

identification, and did ______ / did not ______ take an oath.

____
Signature of Person Taking Acknowledgment

Veronica Barona
Printed Name of Person Taking Acknowledgment

NOTARY PUBLIC
Expires 1/16/2028
Veronica Barona
My Commission HH 481631
STATE OF FLORIDA

Notary Seal

CITY OF LAKELAND

BY: ____________________
Joyce Dias, Risk & Purchasing Director

DATE: 4/22/2026