

**CONTRACT FOR DESIGN & BID PHASE SERVICES
FOR THE
TAXIWAY C & F REHABILITATION
BETWEEN
THE SARASOTA MANATEE AIRPORT AUTHORITY
AND
HANSON PROFESSIONAL SERVICES, INC.**

This Contract is made and entered into this 17 day of May, 2021 by and between the Sarasota Manatee Airport Authority, a political subdivision of the State of Florida, (hereinafter referred to as the "Authority"), and HANSON PROFESSIONAL SERVICES, INC.. The Contract is effective on the date of execution by the Authority.

WITNESSETH:

The parties hereto agree that the services to be performed by the Consultant under this Contract, the objectives and conditions of the Contract, the fees to be paid for such services, and the time of performance of this Contract shall be as described below:

Item 1 - Scope of Services

Except as modified by this Contract, the Consultant shall perform the services identified within the scope of services received on March 12, 2021 attached hereto (Exhibit "A"), and incorporated by reference into this Contract.

Item 2 - General Conditions

- A. Basic Data Provided by Authority - The Authority shall make available to the Consultant such appropriate data and information as are available to the Authority and under its control.
- B. Coordination - Continuing coordination shall be maintained with the Authority to assure applicability of the findings with respect to specific local conditions and compatibility with the Authority's general policies and goals.
- C. Representatives - To expedite the undertaking of services performed under this Contract and to permit the coordination of materials, commitments and correspondence, the Authority hereby designates the President, CEO, or designee as its representative, and the Consultant hereby designates Blake Swafford as its representative to whom all correspondence, materials, requests for conferences and other similar data shall be directed. Any and all changes that will affect this Contract shall be approved in writing by the Authority prior to proceeding.
- D. Time of Performance - The Consultant shall commence as soon as practicable, but not before the execution of this Contract. Work is anticipated to begin in June, 2021 and projected to end December, 2021 unless extended. Any extension of the Contract term shall be in the sole discretion of the Authority.
- E. Compensation - The Authority agrees to pay the Consultant according to the attached fee schedule a total contract price of \$335,671.43.
- F. Method of Payment - The Authority shall pay the Consultant for services detailed in Scope of Services, in accordance with statements to be submitted by the Consultant to the Authority. Such statements shall be submitted monthly and shall cover services performed during the preceding month.

G. Availability of Records -

1) Books and Records:

During the period of this Contract and for three years thereafter, the Consultant shall keep any and all information, materials, and data of every kind and character including without limitation records, books, papers, and documents in accordance with generally accepted accounting principles that may in the Authority's judgment pertain to any matters or obligations covered by the Contract. Such records shall also include, but not be limited to those records necessary to evaluate and verify direct and indirect costs (including overhead allocations). Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures, time sheets, payroll registers, cancelled checks, original estimates, estimating work sheets, correspondence, change order file, back charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends to the extent necessary to adequately permit evaluation and verification of:

- a) Consultant's compliance with Contract Requirements, and
- b) Compliance with provisions for pricing change orders, invoices or claims submitted by the Consultant or any of its payees.

The Consultant shall require all payees (i.e. subconsultants/suppliers) to comply with the provisions of this article by insertion of the requirements in any Contract between the Consultant and the payee; such requirements to include flow-down right of the audit provision to all payees.

2) Access to Records and Reports:

The Consultant shall provide, at its sole cost and expense the books of account and records requested by the Authority for audit within sixty (60) calendar days of receiving a written request. If the books of account and records are kept at locations other than the Airport, the Consultant shall arrange for them to be brought to a location convenient to the auditors for the Authority, or the Consultant may at its option transport the Authority audit team to the Consultant's headquarters for purposes of undertaking said audit. In such event, the Consultant shall pay reasonable costs of transportation, food and lodging for the Authority's audit team. There may be no limitation in the scope of the examination that would hinder the Authority or its authorized representative in testing the accuracy of the claims submitted.

An audit report will be issued by the Authority or its representative and made available to the Consultant. Consultant shall have thirty (30) calendar days to comment in writing on the audit report. Failure of Consultant to submit written comments shall constitute acceptance of the audit report as issued.

Any adjustments and/or payment which must be made as a result of any such audit or inspections of the Consultant's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Authority's findings to the Consultant.

If an audit inspection or examination in accordance with this article, discloses overpricing or overcharges (of any nature) by the Consultant to the Authority in excess of one-half of one percent (.5%) of the total Contract billings, the reasonable actual cost of the Authority's audit shall be reimbursed to the Authority by the Consultant.

H. Public Records Law, Confidentiality - Consultant should be aware that all submittals provided are subject to public disclosure and will not be afforded confidentiality. All proposal documents or other materials submitted will be open for inspection by any person and in accordance with Chapter 119, Public Records Law, and as amended, Florida Statutes. The Consultant shall agree to comply with public records laws, and shall, specifically:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services;
- 2) Provide the public with access to public records on the same term as and conditions as the Authority would provide the records and at a cost that does not exceed the cost provided in Ch. 119 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;
- 4) Meet all requirements for retaining public records and transfer, at no cost, to the Authority all public records in possession of the Vendor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

I. Termination for Convenience - The Authority 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 Authority, the Consultant must immediately discontinue all services affected.

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

Authority agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice, costs incurred by the Consultant in connection with the services to the date of termination, costs necessary to terminate commitments for the services made by the consultant prior to the date of termination, and costs and expenses of the Consultant's demobilization. Compensation will not include anticipated profit on non-performed services.

Authority 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.

J. Termination for Default – 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.

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

- a) Perform the services within the time specified in this contract or by Owner approved extension;
- b) Make adequate progress so as to endanger satisfactory performance of the Project;
- c) 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.

2) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part if the Owner:

- a) Defaults on its obligations under this Agreement;
- b) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
- c) 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 Engineer 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.

K. Insurance – The Consultant shall obtain and maintain throughout the term of this Contract, comprehensive public liability and property damage insurance in limits of not less than \$1,000,000. The Consultant shall furnish automobile liability insurance, and proof of Workers Compensation or Employers' Liability Insurance as required by the Laws of the State of Florida, covering all persons employed by the Consultant in the performance of the duties described herein. Prior to proceeding with the services hereunder, the Consultant shall furnish an original Certificate of Insurance to the Purchasing Department evidencing the existence of such insurance coverage. The Authority shall be named as an additional insured on the liability policies.

PROFESSIONAL LIABILITY: The awarded firm(s) shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$5,000,000 with a deductible not to exceed \$150,000. The deductible shall be the responsibility of the Consultant.

This policy must be continued or tail coverage provided for two years after completion of the project, specifically, issuance of substantial completion to Contractor.

- L. Assignability – The Consultant shall not assign any interest in this Contract and shall not transfer any interest in this Contract without the prior written consent of the Authority.
- M. Interest of the Consultant – The Consultant covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Contract. No person having such interest shall be employed by the Consultant.
- N. Title VI Assurance – The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and sub tier Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964

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) Non-discrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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.

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 subconsultants 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 subconsultants, 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.

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:

- a) 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);
- b) 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);
- c) 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);
- d) 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;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- f) 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);
- g) 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 Consultants, whether such programs or activities are Federally funded or not);
- h) Titles II and III of the Americans with Disabilities Act of 1990, 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 Department of Transportation regulations at 49 CFR parts 37 and 38;

- i) 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);
 - j) 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;
 - k) 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);
 - l) 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).
- 7.) To include the provisions of paragraph N.1 through N.6 above in every subcontract, including Contracts for the procurement of materials and leases of equipment.

O. Disadvantaged Business Enterprises – Contract Assurance (26.13); The Consultant or subconsultants 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 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.

Prompt Payment (26.29); The prime Consultant agrees to pay each sub consultant under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime Consultant receives from Sarasota Manatee Airport Authority. The prime Consultant agrees further to return retainage payments to each sub consultant within 10 days after the sub consultant'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 {Name of Recipient}. This clause applies to both DBE and non-DBE subconsultants.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sarasota Manatee Airport Authority to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Authority encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

The DBE goal for this Project is 8.0%. If changes in the scope of the project or the Consultant's services as directed by Authority affect the DBE percentages, Consultant will make a good faith effort to achieve the DBE Goal.

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

- Q. 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. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant 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.
- R. Licenses and Permits – The Consultant shall at all times maintain and comply with all licensing and permitting requirements of state and local authorities. Prior to proceeding with the services hereunder, the Consultant shall furnish a copy of its licensure and the permit to the Authority evidencing the existence of such permit.
- S. Badging Safety and Security (as applicable) - Consultant, invitees, employees, suppliers, and agents must abide by all applicable security regulations of the Authority and the Transportation Security Administration (TSA).

Any of persons who require unescorted access to any areas of the Airport where access is controlled for security reasons must make application for, and wear, Airport security badges. Those individuals must submit personal data for a Security Threat Assessment conducted by the FBI as required by Part 1542 of Federal Transportation Regulations and attend a security training session conducted by the Authority's Operations Department.

At the time the application is made, the Consultant is responsible for payment of the then current fee for fingerprinting and the fee for issuance of an initial security badge for any persons to whom this provision applies. The current fees are \$25 per badge and \$29 per threat assessment. Any badge not returned upon completion of the work contemplated by this solicitation is subject to a \$100 fee.

Any persons who will be required to drive inside secured Airport areas must attend and successfully pass an Airport approved driver training program. No vehicle shall be driven on the Airport without the driver possessing a valid State issued operator's license. No vehicle shall be driven on the Airport without proper identification (company logo or airport decal), proper safety marking (amber beacon or orange checkered flag) and proper insurance coverage. All drivers must comply with Section 3 of the Sarasota Bradenton International Airport Operating Rules & Regulations handbook.

No person who is authorized to drive inside secured Airport areas shall enter, cross or be present on any runway or taxiway pavement or safety areas without an approved airport escort. Any violation of this clause is subject to immediate suspension of the offender's airport access and a fine of up to \$10,000.

Details and form are available on the airport's website at www.srq-airport.com, then "Airport Business", then "Badging".

- T. Equal Opportunity Clause - During the performance of this contract, the Consultant agrees as follows:
- 1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will

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

2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Consultant becomes involved in, or is threatened with, litigation with a sub consultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Item 3 – Miscellaneous

- A. Notices - Any notice hereunder shall be deemed sufficiently given by one party to the other if in writing and if and when delivered or tendered either in person, or by telegram or telex, or by the deposit of it in the United States mail, registered or certified, postage prepaid, addressed to the party to whom such notice is being given at such party's address provided below:

To the Authority: Sarasota Manatee Airport Authority
Attn: Kent D. Bontrager, CM, PE
6000 Airport Circle
Sarasota, FL 34243

To the Consultant: Hanson Professional Services, Inc.
Attn: Blake Swafford, Vice President
6230 University Parkway, Suite 202
Sarasota, FL 34240

Any notice not given as above shall, if it is in writing, be deemed given if and when actually received by the party to whom it is required or permitted to be given.

- B. Governing Law - This Contract shall be governed by and construed in accordance with Florida law. Venue for any action brought pursuant to this Contract shall be in the Twelfth Judicial Circuit Court, Sarasota County, Florida.
- C. Captions - The captions to the sections, subsections, and paragraphs in this Contract are inserted for convenience only and shall not affect the construction or interpretation of this Contract.
- D. Counterparts and Duplicate Originals - This Contract and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument.
- E. Entire Contract - This Contract, together with the attachments hereto, constitutes the entire Contract between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous Contracts and understandings of the parties in connection herewith. No supplement, modification, or amendment of this Contract or discharge of any of the obligations hereunder, shall be binding unless executed in writing by the parties hereto.
- F. Severability - Any provision hereof prohibited by or unlawful or unenforceable under any applicable law shall be ineffective without affecting any other provision of this Contract. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Contract shall be deemed to be a valid and binding agreement in accordance with its terms.
- G. Attorney's Fees - In the event of any action to enforce or construe the provisions of this Contract, the prevailing party in such action (including in any bankruptcy proceeding) shall be awarded costs and reasonable attorney's fees in the defense or prosecution thereof as part of the judgment eventuating in such action.
- H. Immigration Reform and Control Act – Consultant acknowledges, and without exception or stipulation, Consultant shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Consultant to comply with the laws referenced herein shall constitute a breach of the Contract and the Authority shall have the discretion to unilaterally terminate said Contract immediately.

- I. Third Parties - Nothing in this Contract, whether express or implied, is intended to confer any rights or remedies under or by reason of this Contract on any persons other than the parties to it and their respective successors and permitted assigns, nor is anything in this Contract intended to relieve or discharge the obligation or liability of any third persons to any party to this Contract, nor shall any provision give any third person any right of subrogation or action over or against any party to this Contract.

- J. Remedies; Waiver - The rights and remedies set forth herein shall be cumulative and in addition to any other remedies which may be available at law or in equity. The exercise of any remedy by either party shall not be deemed an election of remedies. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision hereof or right hereunder (whether or not similar), nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

- K. Indemnity and Hold Harmless Requirements - Consultant shall indemnify and hold harmless the Authority, 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 this Contract.

- L. Ownership of Work – At the time of the completion of the work, the Consultant shall deliver to the Authority all results and proceeds of the services performed under this agreement of any nature whatsoever and in whatever form (paper documents, electronic files, or otherwise) that are created, prepared, produced, authored, edited, or modified in the course of performing the Consultant's services under this agreement, including, without limitation, all tracings, plans, specifications, maps, reports, schematics, renderings, drawings, elevations, sections, and designs (collectively, the "Works"). To the fullest extent under the law, the Consultant acknowledges and agrees that the Authority is and shall be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Works, including all confidential, proprietary, intellectual property, and other rights therein. The Authority shall have the unrestricted right (but not any obligation), in its sole and absolute discretion, to use any Work, and no royalty or other consideration shall be due or owing to the Consultant or any individual or entity as a result of such activities; provided that any reuse of a Work other than for the specific purpose intended hereunder will be at Client's sole risk and without liability or legal exposure to the Consultant or its subcontractors. Without limiting the generality of the foregoing, the Consultant specifically agrees that, to the extent permitted by law, each Work consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Authority. In the event that, for any reason, all or any portion of any of the Works is not found to be owned by the Authority or otherwise does not constitute, or fails to be, a "work made for hire," the Consultant hereby irrevocably assigns to the Authority, without additional consideration, all right, title, and interest the Consultant may have or acquire in and to such Works throughout the world, including all intellectual property rights therein (including, for the avoidance of doubt, the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding to the foregoing throughout the world). To the extent any copyrights are assigned under this Section, the Consultant hereby irrevocably waives, to the extent permitted by applicable law, any and all claims it may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" or *droit moral* in relation to all works of authorship to which the assigned copyrights apply. The Consultant will require each of its employees and contractors to

execute written agreements containing obligations consistent with the provisions of this Section prior to such employee or contractor providing any services under this agreement. Nothing contained in this Agreement shall be construed to reduce or limit the Authority's right, title, or interest in any Work or any rights therein so as to be less in any respect than the Authority would have had in the absence of this Agreement.

- M. Further Assurances – Each of the parties hereto shall, from time to time at the request of the other party, furnish to the other party such further information or assurances; execute and deliver such additional documents, instruments, and conveyances; and take such other actions and do such other things, in each case as may be reasonably necessary or desirable to carry out the provisions of this agreement and give effect to the transactions contemplated hereby. This provision will survive termination of this agreement.

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IN WITNESS WHEREOF, this Agreement for Professional Services has been executed in duplicate, by the respective parties hereto. A facsimile or electronic (including "pdf") copy of this Contract, and any amendments thereto, and any signatures thereon, shall be considered for all purposes as an original. Alternatively, such documents may be executed by electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

Warranty of Authority: Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party.


AUTHORITY:

SARASOTA MANATEE AIRPORT AUTHORITY

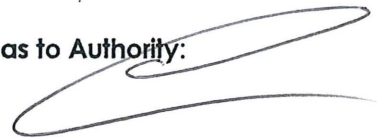

BY: 
Printed Name: _____
Title: Chairman
OR
Title: President, CEO Fredrick J. Piccolo, A.A.E.

CONSULTANT:

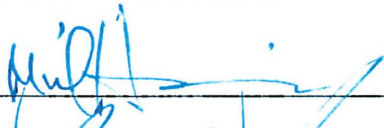
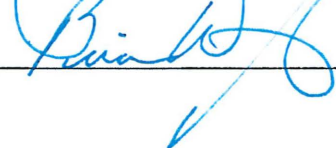
HANSON PROFESSIONAL SERVICES, INC.

BY: 
Printed Name: Drake Swafford
Title: Vice President

WITNESSES as to Authority:

1. 
2. 

WITNESSES as to Consultant:

1. 
2. 

COST PROPOSAL FOR DESIGN AND BIDDING PHASE SERVICES

Hanson Professional Services Inc.

03/12/21

Sarasota Bradenton International Airport

Project Title: Taxiways C and F Rehabilitation

Hanson Project No.: 20A0103

DIRECT LABOR PROPOSED HOURLY RATE	Senior Pr. Mgr \$88.90	PM/ Sr. Proj. Engineer \$58.67	Pr. Eng. \$49.98	Sr. Elec. Eng. \$68.71	Designer \$31.25	Sr. Tech. \$35.07	Admin \$31.25	TOTAL HOURS	TOTAL COST
PART I - BASIC SERVICES									
Preliminary Project Engineering Activities									
1.1 Collect and Review Existing Data		8	8	4	4			24	\$ 1,269.00
1.2 Conduct Visual Site Reconnaissance and Vault Survey	8	16		16				40	\$ 2,749.20
1.3 Coordinate Design Survey Program	4	12	8				4	28	\$ 1,584.42
1.4 Coordinate Design Geotechnical Program	2	8	4				2	16	\$ 909.54
1.5 Pre-Design/Kickoff Meeting	4	8		4				16	\$ 1,099.76
2.0 Schematic Design (30%)									
2.1 Project Management	2	8					4	14	\$ 772.12
2.2 Construction Plans	8	20	30	4	60	30		152	\$ 6,585.84
2.3 Airport/FAA Coordination	8	16		8				32	\$ 2,199.52
2.4 Project Manual and Specifications	2	8	12	12	8		8	50	\$ 2,571.40
2.5 Schematic Opinion of Probable Construction Cost	2	8	10	8	16			44	\$ 2,196.60
2.6 Quality Assurance Review	4	4	4	4				16	\$ 1,065.02
2.7 Schematic Design Review Meeting	4	8		4				16	\$ 1,099.76
3.0 Preliminary Design (60%)									
3.1 Project Management	4	30					8	42	\$ 2,365.55
3.2 Construction Plans	8	48	64	40	120	80		360	\$ 16,029.84
3.3 Project Manual and Specifications	2	16	40	24	16		16	114	\$ 5,764.68
3.4 Engineer's Report	4	4	8	4			4	24	\$ 1,389.94
3.5 Quality Assurance Review	4	8	4	4				20	\$ 1,299.68
3.6 Preliminary Design Review Meeting	4	8						12	\$ 824.92
3.0 Final Design (100%)									
3.1 Project Management	4	30					8	42	\$ 2,365.55
3.2 Construction Plans	8	64	88	40	160	80		440	\$ 19,418.00
3.3 Project Manual and Specifications	2	16	40	24	16		16	114	\$ 5,764.68
3.4 Final Opinion of Probable Construction Cost	4	8	16	4	16	8		56	\$ 2,680.00
3.5 Prepare Modifications of Standard Design/Specifications	2	2	4				1	9	\$ 526.30
3.6 Engineer's Report	2	4	8	4	8		4	30	\$ 1,462.14
3.7 Quality Assurance Review	4	10	4	4				22	\$ 1,417.01
3.8 Final Design Review Meeting	4	8						12	\$ 824.92
4.0 Bidding									
4.1 Project Management	4	4					1	9	\$ 621.51
4.2 Prepare Bid Documents	1	4	8			4	1	18	\$ 894.93
4.3 Attend Pre-bid Conference		8						8	\$ 469.32
4.4 Prepare Bidding Addenda	2	8	4	4	4		1	23	\$ 1,278.13
4.5 Prepare Bid Tabulation and Recommendation of Award	2	4	4				2	12	\$ 674.88
5.0 PART 2 - ADDITIONAL SERVICES									
5.1 Design Surveys (Outside Services - See Below)								0	\$ -
5.2 Subsurface Geotechnical (Outside Services - See Below)								0	\$ -
5.3 Construction Safety and Phasing Plan Preparation/Coordination	1	12	24		40			77	\$ 3,242.40
5.4 Stormwater Permitting Coordination	1	12	8					21	\$ 1,192.72
5.5 Video Inspection of Storm Drain (Outside Services - See Below)								0	\$ -
	115	432	400	216	468	202	80	1,913	\$ 94,609.28
DIRECT SALARY COSTS	\$10,223.50	\$25,343.28	\$19,992.00	\$14,841.36	\$14,625.00	\$7,084.14	\$2,500.00		\$ 94,609.28
								Average Rate per Hour	\$ 49.46
LABOR AND GENERAL AND ADMINISTRATIVE OVERHEAD' PROFIT							APPROVED RATE:	156.67%	\$ 148,224.36
							RATE	15.00%	\$ 36,425.05
SUBTOTAL (DIRECT SALARIES + OVERHEAD + PROFIT)									\$ 279,258.68
BURDENED LABOR AT MULTIPLIER								2.9517	\$ 279,258.68
DIRECT NONSALARY EXPENSES (excluded from profit)									
Lodging					2	NT @	\$ 200.00	per NT	\$ 400.00
Meals/Per Diem					3	DY @	\$ 36.00	per DY	\$ 108.00
Transportation - Mileage					160	MI @	\$ 0.575	per MI	\$ 92.00
Transportation - Airfare					1	LS @	\$ 500.00	per LS	\$ 500.00
Transportation - Other (Rental Car)					3	DY @	\$ 50.000	per DY	\$ 150.00
Materials and Supplies					1	LS @	\$ 100.00	per LS	\$ 100.00
Printing					1	LS @	\$ 100.00	per LS	\$ 100.00
Other Costs (excluding outside services)					0	LS @	\$ -	per LS	\$ -
SUBTOTAL FOR DIRECT NONSALARY EXPENSES									\$ 1,450.00
OUTSIDE SERVICES - Survey/Hyatt Surveying Services (DBE)									\$ 29,986.00
OUTSIDE SERVICES - Geotechnical/Ardaman and Associates									\$ 7,784.00
OUTSIDE SERVICES - Video Inspection									\$ 17,192.75
TOTAL AMOUNT NOT TO EXCEED									\$ 335,671.43

NOTES:

1. FDOT letter dated June 17, 2020

**SCOPE OF SERVICES
FOR
DESIGN AND BIDDING SERVICES
FOR
TAXIWAY “C” AND TAXIWAY “F” REHABILITATION
FOR
SARASOTA MANATEE AIRPORT AUTHORITY
SARASOTA BRADENTON INTERNATIONAL AIRPORT (SRQ)**

The following entities are referred to: AIRPORT (Sarasota Manatee Airport Authority/Sarasota Bradenton International Airport); CONSULTANT (Hanson Professional Services Inc.); FAA (Federal Aviation Administration); FDOT (Florida Department of Transportation-Aviation Division).

SCOPE OF SERVICES

Project Description

The project provides professional engineering services associated with the rehabilitation of Taxiways C and F at Sarasota Bradenton International Airport. The approximate limits of the pavements to be rehabilitated is shown in the attached Figure 1.

The project is anticipated to include a mill and overlay of the existing pavements. Some pavements will require full or partial depth reconstruction due to subgrade or base failures, specifically pavements on Taxiway F. Widening of taxiway intersection fillets to comply with current or revised FAA Advisory Circular (AC) 150/5300-13 will be reviewed with FAA. The project will also include replacement of existing taxiway edge lighting with new, LED taxiway edge lights, including installation of new homerun cables to the electrical vault. Replacement of the respective constant current regulator(s) and associated vault modifications is included. Existing signs will be replaced or have existing panels replaced depending on existing condition. Taxiway designation changes to comply with current FAA guidance in AC 150/5340-18 will also be reviewed with FAA and updated if required. Signage and marking locations within the project area will be evaluated for compliance with applicable FAA standards. The project design scope also includes a video inspection and evaluation of existing storm drain crossings within the project limits to determine if any repair or replacement is required.

See specific scope of services below.

Part I - Basic Services

Preliminary Project Engineering Activities

1. Collect and Review existing Data

Level of Service:

Coordinate with SMAA staff and other sources to obtain existing drawings, maps, CAD files, record drawings, geotechnical reports, surveys and other data to be used during the design process.

Deliverables:

Collected data will be incorporated into other deliverables.

2. Conduct Visual Site Reconnaissance and Vault Survey

Level of Service:

A site visit will be conducted by members of the design team to review and document existing field conditions. The site visit will include a review of the proposed horizontal alignments, pavement tie-in locations, electrical connections, duct bank markers and above ground features. The site visit will also include a vault survey by the airfield lighting engineer. Photographs and notes will be recorded.

The task anticipates site visits by the Sr. Project Manager/EOR (1 day), Project Manager (2 days), and Electrical Engineer (2 days).

Deliverables:

Electronic PDF versions of the field notes and photographs will be submitted to the Airport.

3. Coordinate Design Survey and Storm Video Inspection Program

Level of Service:

The Project Manager will coordinate with the survey and storm pipe video subconsultants to finalize agreements, insurance submittals, scope of work and fee. In addition, access to the site, contact information and lines of communication will be established.

Deliverables:

Electronic PDF versions of the agreement package for each sub will be submitted to the Airport.

4. Coordinate Design Geotechnical Program

Level of Service:

The Project Manager will coordinate with the geotechnical subconsultant to finalize the agreements, insurance submittals, scope of work and fee. In addition, access to the site, contact information and lines of communication will be established.

Deliverables:

Electronic PDF versions of the agreement package for each sub will be submitted to the Airport.

5. Pre-Design/Kickoff Meeting

Level of Service:

Coordinate meeting with Airport, FAA and FDOT. Prepare meeting materials, conduct and attend Pre-design conference at the Airport.

Deliverables:

Electronic PDF versions of the meeting sign-in sheet, agenda, and notes will be submitted to the Airport, FAA and FDOT.

Schematic Design (30% Design)

1. Project Management

Level of Service

Develop a project management plan, which includes tools for monitoring and controlling scope, schedule and budget. These tools will be used to track the schedule, monitor budget, and document progress during the project. In addition, this task includes client coordination, project status updates, and general contract management during this phase of the project.

2. Construction Plans

Level of Service:

Develop the schematic geometric layouts, electrical vault plan, taxiway edge lighting and signage layouts, and typical pavement sections to a 30% stage submittal level as applicable for each component. The construction plans will be developed following applicable FAA Advisory Circulars and Specifications. These drawings will be utilized for coordination with FAA.

The schematic design construction plans will be submitted to the Airport, FAA and FDOT for review and comment. Comments will be incorporated into the final design construction plans.

Deliverables:

Electronic PDF versions of the preliminary construction plans will be submitted to the Airport, FAA and FDOT for review and comment. Comments will be incorporated into the final design/bidding

documents.

3. Airport/FAA Coordination

Level of Service:

Coordinate with FAA and Airport regarding schematic design elements. This task anticipates one meeting with the Orlando ADO to review design elements that require FAA coordination, including taxiway intersection/fillet design, taxiway designations, signage and marking to comply with recent FAA guidance for taxiways that pass through approach/departure areas.

Deliverables:

Electronic PDF versions of the notes will be submitted to the Airport, FAA and FDOT.

4. Project Manual and Specifications

Level of Service:

The project manual and specifications will be prepared to in outline format using the standard specifications of FAA Advisory Circular 150/5370-10, latest change, adapted to the project including all FAA and/or FDOT approved deviations to standards. The project manual will also include standard specifications provided by the Airport to incorporate into the project manual.

A project manual and specifications document will be compiled to include unedited to partial-edited sections and provisions applicable to the project specific. The sections and provision are not final and will require further refinement during the subsequent design stage.

Staff will compile the preliminary project manual and specification and format the documents with specific project information. The expected table of contents is as follows:

- General Provisions
- FAA Mandatory Requirements
- SMAA Specifications
- Contract Forms
- Construction Safety and Phasing Plan
- Special Provisions
- Technical Provisions for Earthwork, Base Course, Surface Course, Drainage, Turfing, Signage, Lighting and Markings.

Deliverables:

Electronic PDF versions of the outline project manual and specifications document will be submitted to the Airport, FAA and FDOT for review and comment. Comments will be incorporated into the design/bidding documents.

5. Schematic Opinion of Probable Construction Cost

Level of Service:

Prepare the opinion of probable construction cost based on the schematic design. The Airport recognizes and agrees that Hanson does not have control over Contractor's pricing strategies or costs and that estimate may vary from actual bid or construction costs. The Airport also recognizes and agrees that the estimate is based on schematic, not complete plans and that quantities and items will likely change as design progresses.

Deliverables:

Electronic PDF versions of the opinion of probable construction cost estimate will be submitted to the Airport, FAA and FDOT for review and comment. Comments will be incorporated into the final design/bidding documents.

6. Conduct a Quality Assurance Review

Level of Service

The design team shall conduct a technical and plan sheet coordination review before submittal of the schematic design deliverables items.

Deliverables:

Electronic PDF versions of the meeting note comments and markup notes will be submitted to the Airport.

7. Schematic Design Review Meeting

Level of Service

The design team shall participate in a design review with Airport staff to review the schematic design plans and documents.

Deliverables:

Electronic PDF versions of the meeting note comments will be submitted to the Airport.

Preliminary Design (60% Design)

1. Project Management

Level of Service

Track project schedule, monitor budget, and document progress during this phase of the project. This task also includes client coordination, regular project status updates and communication, and general contract management during this phase of the project.

2. Construction Plans

Level of Service:

Develop the geometric layouts, edge lighting and signage layouts, paving and grading concepts, typical sections with pavement and base designs to a 60% stage submittal level as applicable to each individual sheet. The construction plans will be developed following applicable FAA Advisory Circulars and Specifications. The anticipated construction plan sheets to be generated are as follows:

- Cover Sheet
- Summary of Quantities and Index to Sheets
- Scope of Work
- Construction Safety and Phasing Plans
- Typical Sections
- Paving Plan
- Plan and Profile
- Cross Sections
- Proposed Electrical Plan
- Airfield Lighting Notes
- Airfield Light Fixture Details
- Cable Splice Details Sheet
- Counterpoise Plan Details
- Duct Bank Details and Notes
- Handhole and Duct Bank Details
- Electrical Notes
- Electrical Legend and Abbreviations
- Existing High Voltage Wiring Schematics
- Proposed High Voltage Wiring Schematics
- Legend Plate Schedules
- Grounding Notes

The preliminary construction plans will be submitted to the Airport, FAA and FDOT for review and comment. Comments will be incorporated into the final design construction plans.

Deliverables:

Electronic PDF versions of the preliminary construction plans will be submitted to the Airport, FAA and FDOT for review and comment. Comments will be incorporated into the final design/bidding documents.

3. Project Manual and Specifications

Level of Service:

The project manual and specifications will be prepared using the standard specifications of FAA Advisory Circular 150/5370-10, latest change, adapted to the project including all FAA and/or FDOT approved deviations to standards.

During this phase, the project manual and specifications document will be revised and updated to approximately a 60% level. The sections and provision are not final and will require further refinement during the final design stage.

Deliverables:

Electronic PDF versions of the project manual and specifications document will be submitted to the Airport, FAA and FDOT for review and comment. Comments will be incorporated into the final design/bidding documents.

4. Conduct a Quality Assurance Review

Level of Service

The design team shall conduct a technical and plan sheet coordination review before submittal of the preliminary design deliverables items.

Deliverables:

Electronic PDF versions of the meeting note comments and markup notes will be submitted to the Airport.

5. Engineer's Report

Level of Service:

Prepare the draft of the Engineer's Report for the project. The report will discuss design criteria, specific design solutions, modifications to standards, copies of design calculations, construction time and cost estimates, and information used to estimate liquidated damages.

Deliverables:

Electronic PDF versions of the engineer report will be submitted to the Airport, FAA and FDOT.

6. Preliminary (60%) Design Review Meeting

Level of Service

The design team shall participate in a design review with Airport staff to review the 60% design plans and documents.

Deliverables:

Electronic PDF versions of the meeting note comments will be submitted to the Airport.

Final Design

1. Project Management

Level of Service

Track project schedule, monitor budget, and document progress during this phase of the project. This task also includes client coordination, regular project status updates and communication, and general contract management during this phase of the project.

2. Construction Plans

Level of Service:

Incorporate review comments from the preliminary submittal, finalize the design and prepare the construction plans for bidding. Finalize the geometric layouts, edge lighting and signage layouts, paving plans, typical sections, and add applicable detail sheets and notes to a 100% stage submittal. The construction plans will be developed following applicable FAA Advisory Circulars and Specifications. The anticipated construction plan sheets to be generated are as follows:

- Cover Sheet
- Summary of Quantities and Index to Sheets
- Scope of Work
- Construction Safety and Phasing Plans
- Construction Safety Notes and Details
- Typical Sections
- Horizontal & Vertical Control Plan
- Existing Site Plan
- Removal Plan
- Paving Plan
- Paving Details
- Plan and Profile
- Stormwater Pollution Prevention Plans - Temporary
- Stormwater Pollution Prevention Plan - Permanent
- Stormwater Pollution Prevention Plan - Notes and Details
- Cross Sections
- Pavement Marking Plan
- Pavement Marking Details
- Airfield Signage Plan and Details
- Proposed Electrical Plan
- Airfield Lighting Notes
- Airfield Light Fixture Details
- Cable Splice Details Sheet
- Counterpoise Plan Details
- Duct Bank Details and Notes
- Handhole and Duct Bank Markers
- Electrical Notes
- Electrical Legend and Abbreviations
- Existing High Voltage Wiring Schematics
- Proposed High Voltage Wiring Schematics
- Legend Plate Schedules
- Grounding Notes
- Electrical Vault Plan and Details

Deliverables:

- Electronic PDF versions of the bidding construction plans will be submitted to the Airport, FAA and FDOT.

3. Project Manual and Specifications

Level of Service:

Incorporate review comments from the preliminary submittal, finalize the project manual and specifications for bidding. The project manual and specifications will be prepared using the standard specifications of FAA Advisory Circular 150/5370-10, latest change, adapted to the project including all FAA and/or FDOT approved deviations to standards.

The design team will complete edits to the specifications and technical provisions and finalize method and measurement of payment items. In addition, specifications will be reviewed against the plans for consistency.

The expected table of contents is as follows and will include all applicable technical provisions:

- General Provisions
- FAA Mandatory Requirements
- SMAA Specifications
- Contract Forms
- Construction Safety and Phasing Plan
- Special Provisions
- Technical Provisions for Earthwork, Base Course, Surface Course, Drainage, Turfing, Signage, Lighting and Markings.

Deliverables:

- Electronic PDF versions of the bidding project manual and specifications document will be submitted to the Airport, FAA and FDOT.

4. Final Opinion of Probable Construction Cost

Level of Service:

Finalize the opinion of probable construction cost based on the preliminary review comment and the final design. The Airport recognizes and agrees that Hanson does not have control over Contractor's pricing strategies or costs and that estimate may vary from actual bid or construction costs. The Airport also recognizes and agrees that the estimate is based on preliminary, not complete plans and that quantities and items will likely change as design progresses.

Deliverables:

Electronic PDF versions of the opinion of probable construction cost estimate will be submitted to the Airport, FAA, and FDOT.

5. Prepare Modifications of Standard Design/Specifications

Level of Service:

Prepare a list of modifications to FAA/FDOT design or specification standards that are known or anticipated. Provide a justification for each and coordinate with FAA/FDOT on the request for deviations as applicable.

Deliverables:

Electronic PDF versions of the list of modifications will be submitted to the Airport, FAA and FDOT as appropriate.

6. Engineer's Report

Level of Service:

Finalize the Engineer's Report for the project. The report will discuss design criteria, specific design solutions, modifications to standards, copies of design calculations, construction time and cost estimates, and information used to estimate liquidated damages.

Deliverables:

Electronic PDF versions of the engineer report will be submitted to the Airport, FAA and FDOT.

7. Conduct Quality Assurance reviews for coordination. These reviews will be done prior to document submittal.

Level of Service

The design team shall conduct a half-day technical and plan sheet coordination review before submittal of the final design deliverables items.

Deliverables:

Electronic PDF versions of the meeting note comments and markup notes will be submitted to the Airport.

8. Final Design Review Meeting

Level of Service

The design team shall participate in a design review with Airport staff to review the 60% design plans and documents.

Deliverables:

Electronic PDF versions of the meeting note comments will be submitted to the Airport.

BIDDING PHASE SERVICES

1. Project Management

Level of Service

Track project schedule, monitor budget, and document progress during this phase of the project. This task also includes client coordination, regular project status updates and communication, and general contract management during this phase of the project.

2. Prepare Bid Documents

Level of Service

Provide final bid documents in electronic formats. Includes the creating of PDF files of the Contract Documents and Project Specifications and the Construction Plans, transmittal to Airport for posting to online planroom for bidding.

Deliverables:

Electronic versions (PDF format) of the construction plans and project specifications.

3. Attend a pre-bid conference.

Deliverables:

Prepare for and attend pre-bid meeting.

Level of Service:

Meeting will be conducted with participation by consultant following general guidance of the Advisory Circulars. The meeting notes and sign in sheet will be kept by the airport and electronically distributed by SMAA for inclusion in the bidding documents within seven (7) calendar days following the pre-bid conference.

4. Prepare bidding addenda.

Deliverables:

Issue up to two (2) addenda packages and clarification letters including responses to bidder questions

and revisions to applicable construction plans and specifications shall be coordinated with and sent to SMAA to post to bidding website.

Level of Service:

Up to two (2) addenda packages and clarification letters shall be submitted in electronic format.

5. Prepare a tabulation of bids and recommendation of award letter.

Level of Service:

A tabulation of bids shall be prepared in a spreadsheet format. The tabulation of bids and bidder submittal items will be reviewed. The recommendation of award letter will comment on the responsiveness and regularity of the bidders' submittal items.

Deliverables:

An electronic version (xls and pdf) of the tabulation of bids and recommendation of award letter will be submitted to SMAA.

Additional Services

1. Design Surveys

Level of Service:

Conduct design topographical surveys of the project limits under the direction of a Florida Licensed Surveyor. Scope of services for survey attached.

Deliverables:

- One (1) original signed and sealed set of the existing conditions survey will be submitted to the Airport.
- Electronic PDF versions of the existing conditions survey will be submitted to the Airport.

2. Subsurface Geotechnical Exploration

Level of Service:

Conduct design geotechnical exploration for the pavement design. Scope of services for geotechnical exploration attached.

Deliverables:

- One (1) hard copy original signed geotechnical report will be submitted to the Airport.
- Electronic PDF versions of the geotechnical report will be submitted to the Airport.
- Information will be included in the respective deliverables.

3. Construction Safety and Phasing Plan Preparation and Coordination

Level of Service:

Prepare a Construction Safety and Phasing Plan (CSPP) for inclusion in the project documents. The Construction Safety and Phasing Plan will be provided to the Airport for review and comment during the preliminary design phase. The revised CSPP, incorporating Airport comments, will be provided to SMAA for upload to FAA OE/AAA website for FAA approval.

Deliverables:

Completed preliminary and final CSPP in PDF format.

4. Stormwater Permitting Coordination

Level of Service:

Coordinate with Southwest Florida Water Management District (SWFWMD) via meeting on the project impacts. It is anticipated that the project impacts will be minimal and no SWFWMD permit will be required. Permitting, if required, will be completed as an additional service.

Deliverables:

Documentation from outcome of coordination with SWFWMD.

5. Video Inspection of Storm Drain Pipes

Level of Service:

Complete video inspection of existing storm drainage pipes under Taxiway C. Existing length of pipe to be inspected is estimated to be 4500 linear feet (10 crossings), as depicted on attached figure. Pipe inspection will require subcontractor to complete minimal plugging and dewatering pipes (assumes completion in dry season), followed by light cleaning (desilting) and inspection. Video inspection data will be evaluated to determine if any remediation to drainage pipes is required. If needed, design for pipe lining or other repair will be completed as an additional service.

Deliverables:

Results of video inspection in suitable electronic format and memo documenting pipe condition and recommendations.

Part III - Excluded Services

1. Wetland identification, delineations, mapping, permitting, mitigation design.
2. Endangered species surveys.
3. Environmental Assessments beyond categorical exclusion evaluation.
4. Stormwater drainage modifications or environmental resource permitting.
5. Hazardous materials studies or assistance.
6. Construction phase services.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

March 10, 2020

Ernest Cox III, Senior Vice President
ARDAMAN & ASSOCIATES, INC.
8008 South Orange Avenue
Orlando, Florida 32809

Dear Mr. Cox:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 9 - Soil Exploration, Material Testing and Foundations

- 9.1 - Soil Exploration
- 9.2 - Geotechnical Classification Laboratory Testing
- 9.3 - Highway Materials Testing
- 9.4.1 - Standard Foundation Studies
- 9.4.2 - Non-Redundant Drilled Shaft Bridge Foundation Studies
- 9.5 - Geotechnical Specialty Laboratory Testing

Group 10 - Construction Engineering Inspection

- 10.3 - Construction Materials Inspection

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until March 31, 2021 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense	Published Fee Schedule
177.08%	156.66%	0.377%	Reimbursed	No	16.19%	7.93%*	Yes

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator

Ardaman Billing Rates Calculation

Last Name	First Name	Job Classification	Hourly Rate (from payroll)	Billing rates based on averages x Multiplier
Eggleston	Michael	CONSTRUCTION SERVICES MANAGER	24.75	78.86
Oberhoff	Christoph	SENIOR LABORATORY TECHNICIAN	19.75	62.93
Kuehn	Jerry	SENIOR PROJECT ENGINEER	49.28	157.03
Roman-Echevarria	Sofia	STAFF ENGINEER	30.77	98.05
Vasquez	Joshua	TECHNICAL DRAFTSMAN	20.00	63.73
Williams	Susan	TECHNICAL SECRETARY	26.00	82.85

Multiplier Breakdown:

Overhead	177.08%
Labor	100.00%
Subtotal	277.08%
Operating Margin/Profit (15%)	41.56%

Total Multiplier: 3.1864

COST PROPOSAL FOR DESIGN AND BIDDING PHASE SERVICES

Hanson Professional Services Inc.

Sarasota Bradenton International Airport

Project Title: Taxiways C and F Rehabilitation

Hanson Project No.: 20A0103

SUMMARY

DESIGN AND BIDDING PHASE SERVICES		<u>Totals</u>
PART 1 - BASIC SERVICES		
Preliminary Project Engineering Activities	\$	22,468.14
Schematic Design (30%)	\$	48,674.38
Preliminary Design (60%)	\$	81,687.28
Final Design (100%)	\$	101,711.62
Bidding	\$	11,626.09
PART 2 - ADDITIONAL SERVICES	\$	13,091.17
Total Proposed Fee for: HANSON PROFESSIONAL SERVICES (Labor)	\$	279,258.68
Total Proposed Fee for: HANSON PROFESSIONAL SERVICES (Other Direct Expenses)	\$	1,450.00
Total Proposed Fee for: OUTSIDE SERVICES	\$	54,962.75
Total Proposed Fee for: DESIGN AND BIDDING PHASE SERVICES	\$	335,671.43