

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
PROFESSIONAL SERVICES AGREEMENT
NO. 24-RFQG00712/EK**

THIS Agreement made and entered into this 9th day of July, 2024, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the County and Mohsen Design Group Inc. 2202 N. Westshore Blvd., Suite 200 Tampa, FL 33607, duly authorized to conduct business in the State of Florida, hereinafter called the Professional.

WITNESSETH:

SECTION 1. The County does hereby retain the Professional to furnish certain services in connection with:

Design & Construction Engineering & Inspection Services for Runway 3-21 & Abandoned Runway Conversion

SECTION 2. The Professional and the County mutually agree to furnish, each to the other, the respective services, information and terms as described in Exhibit "A", attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a supplemental written Agreement covering such modifications and the compensation to be paid therefor.

Reference herein to this Agreement shall be considered to include any supplement thereto.

Reference herein to County Administrator shall mean the Hernando County Administrator or its designee.

SECTION 3. The services indicated in Exhibit "A" to be rendered by the Professional shall be commenced, subsequent to the execution of this Agreement, upon written notice from the Hernando County Administrator and or its designee and shall be completed within Three Hundred Fifteen (315) Calendar Days from the date of issuance of the Purchase Order and /or Notice to Proceed.

SECTION 4. The Professional agrees to provide Project Schedule progress reports in a format acceptable to the County, either monthly or at intervals established by the County. The County will be entitled at all times to be advised, at its request, as to the status of work being done by the Professional and of the details thereof. Coordination shall be maintained by the Professional with representatives of the County. Either party to the Agreement may request and be granted a conference.

SECTION 5. In the event there are delays on the part of the County as to the approval of any of the materials submitted by the Professional, as if there are delays occasioned by circumstances beyond the control of the Professional which delay the project schedule completion date, the County shall grant to the Professional, by "Letter of Time Extension" an extension of the Contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work, except those changes that may be agreed upon between the parties hereto.

It shall be the responsibility of the Professional to ensure at all times that sufficient Contract time remains within which to complete all services on the project. In the event there have been delays that would affect the project completion date, the Professional shall submit a written request to the County that identifies the reason(s) for the delay and the amount of time related to each reason. The County shall timely review the request and make a determination as to granting all or part of the requested extension.

In the event Contract time expires and the Professional has not requested, or if the County has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the County.

SECTION 6. The Professional shall maintain an adequate and competent professional staff within the State of

Florida and may associate with Specialists, Sub-Professionals, and/or other Professionals, for the purpose of its services hereunder, without additional cost to the County. Should the Professional desire to utilize other Specialists, Sub-Professionals, and/or Professionals in the performance of the work, the Professional shall be responsible for satisfactory completion of all such Specialists', Sub-Professionals' and/or other Professionals' work, and may not assign or transfer work under this Agreement to other Specialists, Sub-Professionals, or Professionals unless approved in writing by the County. It is agreed that only Specialists, Sub-Professionals, and/or other Professionals which have been approved by an authorized representative of the County will be used by the Professional. It is also agreed that the County will not, except for services so designated herein, or as may be approved by the County, if applicable, permit or authorize the Professional to perform less than the total Contract work with other than its own organization.

SECTION 7. All final plans, documents, reports, studies, and other data prepared by the Professional will bear the endorsement of a person in the full employ of the Professional and duly registered in the appropriate professional category.

a) After the County's acceptance of final plans and documents, a reproducible form of the Professional's drawings, tracings, plans, and maps will be provided to the County. Upon completion of construction by the Contractor, the Professional shall furnish acceptable field verified "record drawings" of full-size prints. The Professional shall signify, by affixing an appropriate endorsement, on every sheet of the record sets, that the work shown on the endorsed sheets was reviewed by the Professional. With the tracings and the record sets of prints, the Professional shall submit three (3) final sets of operation and maintenance manuals.

b) The Professional shall not be liable for use by the County of said plans, documents, studies, or other data for any purpose other than stated in the Scope of Services, Exhibit "A" of this Agreement.

SECTION 8. All tracings, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of the County restricted to the terms of (7) above; and reproducible copies shall be made available, upon request, at direct printing costs, to the County at any time during the period of this Agreement. The County will have the right to visit the site for inspection of the work and the drawings of the Professional at any time. Unless changed by written Agreement of the parties, said site shall be the address of the firm. Records of cost incurred under the terms of this Agreement shall be maintained and made available upon request of the County at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the County upon request at direct printing cost.

Records of cost incurred includes the Professional project accounting records, together with supporting documents and records of the Professional and all Specialists, Sub-Professionals and/or other Professionals performing work on the project, and all other records of the Professional and Specialists, Sub-Professionals and/or other Professionals considered necessary by the County for a proper audit of project costs.

Whenever travel costs are included in Exhibit B, the provisions of Section 112.061, Florida Statutes (Current Edition), shall govern as to reimbursable costs.

The Professional shall furnish to the County at direct printing cost all final work documents, papers, and letters, or any other such materials which may be subject to the provisions of Chapter 119, Florida Statutes (Current Edition), made or received by the Professional in conjunction with this project. Failure by the Professional to provide such records shall be grounds for immediate unilateral cancellation of the Agreement by the County.

SECTION 9. The Professional shall comply with all federal, state, and local laws and ordinances applicable to the work or payment thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

SECTION 10. The County agrees to pay the Professional compensation as detailed in Exhibit B, attached hereto and made a part hereof. Unless otherwise agreed to, this is a lump sum Contract. No additional fees or expenses will be paid by the County.

SECTION 11. The Professional is employed to render a professional service only and that payments made to the

Professional are compensation solely for such services rendered and recommendations made in carrying out the work. The Professional shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with sound engineering and professional consulting practices and principles.

In performing construction phase services, the Professional may be requested to act as agent of County. The Professional's review or supervision of work prepared or performed by other individuals or firms employed by the County shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

SECTION 12. The County may terminate this Agreement in whole or in part at any time the interest of the County requires such termination.

- a) If the County reasonably determines that the performance of the Professional is not satisfactory, the County shall have the option of:
 - 1) immediately terminating the Agreement and paying the Professional for work reasonably satisfactorily performed hereunder through the date of termination;
 - 2) notify the Professional of the deficiency, with a requirement that the deficiency be corrected within a reasonable specified time, otherwise the Agreement will be so terminated at the end of such time, and the Professional shall be paid for work satisfactorily completed to such specified date.
- b) If the County requires termination of the Agreement for reasons other than unsatisfactory performance of the Professional, the County shall notify the Professional of such termination and specify the state of work at which time the Agreement is to be terminated, and the Professional shall be entitled to receive payment of all work reasonably satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.
- c) If the Agreement is terminated before performance is completed, the Professional shall be paid for work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed the percentage of the work performed.

SECTION 13. Adjustment of compensation and Contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the County and supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith.

SECTION 14. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 15. The Professional shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission, or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of \$1,000,000 min. Proof of insurance shall be provided to the County upon execution of this Agreement.

Additionally, the Professional shall procure and maintain Commercial General Liability insurance in the amount of \$1,000,000/\$2,000,000; \$1,000,000 for Auto; and Statutory amounts for Worker's Compensation coverage whenever Professional enters County property.

The Professional will also cause professional Specialists and/or Sub-Professionals retained by Professional for the project to procure and maintain comparable professional liability insurance coverage. Before commencing the work, the Professional shall furnish the County a certificate(s) showing compliance with this paragraph (Exhibit C). *Said certificate(s) shall provide that policy(s) shall not be changed or canceled until thirty (30) days prior written notice has been given to the County; Hernando County is named as additional insured as to Commercial General Liability and Certificate Holder must read: Hernando County Board of County Commissioners.*

SECTION 16. The Professional warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Professional, 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.

- a) For the breach of violation of Paragraph (16) the County 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.

SECTION 17. Unless otherwise required by law or judicial order, the Professional agrees that it shall make no statements, press releases, or publicity releases concerning the 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 County and securing its consent in writing. The Professional also agrees that it shall not publish, copyright, or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under Paragraph 8 hereof, such data or information is the property of the County. This does not include materials previously or concurrently developed by the Professional for "In House" use. Only data generated by Professional for work under this Agreement shall be the property of the County.

SECTION 18. Standards of Conduct - Conflict of Interest - The Professional covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes (Current Edition) as it relates to work performed under this Contract, which standards is hereby incorporated and made a part of this Contract as though set forth in full. The Professional agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

SECTION 19. The County reserves the right to suspend, cancel, or terminate the Agreement in the event one or more of the Professional's Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the Professional for or on behalf of the County under this Agreement without penalty. It is understood and agreed that in the event of such termination, that reproducible copies of all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the County in conformity with the provisions of Paragraph 8 hereof. The Professional shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 12 hereof. The County also reserves the right to terminate or cancel this Agreement in the event the Professional shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The County further reserves the right to suspend the qualifications of the Professional to do business with the County upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall be immediately lifted by the County Administrator.

SECTION 20. Professional shall indemnify and hold harmless the County 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 Professional and other persons employed or utilized by Professional in the performance of the Contract.

SECTION 21. All notices required to be served on the Professional shall be served by Registered or Certified mail, Return Receipt Requested, to Professional's address and all notices required to be served upon the County shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604.

SECTION 22. Hernando County reserves the privilege of auditing a vendor's record, by a representative of the COUNTY, as such records relate to equipment, goods or services and expenditure therefor, with respect to any express or implied agreement between Hernando County and said Professional. Such records include, but are not limited to: all books, records, and memoranda of every description pertaining to the work under Contract, this Agreement.

Hernando County further reserves the right to reproduce any of the aforementioned documents pertaining to the work under Contract, this Agreement.

SECTION 23. Unless otherwise required by law, this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be litigated in the appropriate court in Hernando County, Florida, or the United States District Court, Middle District of

Florida. IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES.

SECTION 24. E-VERIFY.

Contractor/Consultant/Professional is advised that the County has entered into an Agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, Contractor / Consultant / Professional represents and warrants (a) that the Contractor / Consultant / Professional is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Contractor/Consultant/Professional employees are legally eligible to work in the United States, and (c) that the Contractor/Consultant/Professional has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

A mere allegation of Contractor/Consultant/Professional intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Contractor/Consultant/Professional unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.

Legitimate claims of the Contractor/Consultant/Professional use of unauthorized workers must be reported to both of the following agencies:

- (i) The County's Purchasing Contracts Department at (352) 754-4020; and
- (ii) ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the Contractor/Consultant/Professional employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Contractor/Consultant/Professional cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Contractor/Consultant/Professional from bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

Contractor/Consultant/Professional is encouraged (but not required) to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as to each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor Agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment, or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

SECTION 25. INTERPRETATION

This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 26. TRAVEL

Engineering firms (Professional) requesting travel and subsistence reimbursement shall comply with Section 112.061, Florida Statutes (Current Edition).

SECTION 27.

Attachments:

- Exhibit "A" Scope of Services
- Exhibit "B" Compensation and Method of Payment
- Exhibit "C" Federal and State Grant Conditions
- Exhibit "D" Certificate of Insurance
- Exhibit "E" Notice to Proceed

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

(SEAL)

Attest: *[Signature]* D.e. Date: 7/9/2024
Douglas A. Chirvat, Jr., Clerk of Circuit Court

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

[Signature]
Elizabeth Narverud, Chair

Date: 7-9-2024

Witness *[Signature]*

(FIRM/COMPANY NAME) MOHSEN DESIGN GROUP INCORPORATED

By *Mohsen Mohammadi*
Mohsen Mohammadi, Principal
Printed Name and Title of Professional

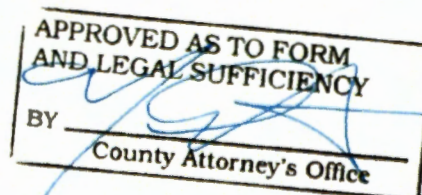


EXHIBIT A -SCOPE OF WORK
Design Services
Runway 3-21 Rehabilitation and Shift
And
Abandoned Runway Conversion to Taxiway
Brooksville-Tampa Regional Airport (BKV)
Hernando County, Florida

General Information:

Hernando County, Florida (Owner) intends to implement a number of improvements at Brooksville-Tampa Bay Regional Airport (BKV). Mohsen Design Group Incorporated (MDG) has been selected to provide professional services for the design, permitting, bidding, and construction phases for these proposed improvements. The Owner will be requesting FAA and FDOT funding for the design and construction of this project. The following provides a brief background on the condition of the existing facilities that will be impacted by the proposed improvements.



Figure 1: Overall Project Layout

1.0 Project Description:

This project consists of two (2) main elements as described below:

Element 1 - Runway 3-21 Rehabilitation & Shift

Runway 3-21 was constructed in 1942. Based on available historical data, and as reflected in the 2021 FDOT Pavement Evaluation Report, the pavement section consists of 8-inch Portland Cement Concrete constructed on sandy/silty soil. In 2022, the Runway 21 threshold was shift

south by removing 815 feet at the Runway 21 end, shortening the Runway from 5,015 feet to about 4,200 feet long. The FAA recommended this decoupling of Runways 9-27 and 3-21 to Runway 21 to clear the Safety Areas (RSAs.)

The 2021 FDOT report indicated that Runway 3-21 had a Pavement Condition Index (PCI) of 37 to 49. This rating will be expected to drop to 34 to 46 by 2024-2025 when the pavement will be rehabilitated. Overall, Runway 3-21's rigid pavement is considered in poor condition requiring major reconstruction. It is proposed to rehabilitate this runway by milling the existing concrete and overlaying it with asphalt.

The County also intends to add 815 of runway length to the south (Runway 3 end) to replace the 815 feet of runway length that was removed in the runway decoupling project. Taxiway B will also be extended to the new runway end. Sections of the abandoned pavements along the west side of Runway 3-21 and a portion of Runway Drive crossing or near the proposed extension will be demolished to eliminate potential runway incursions.

The estimated construction cost for the rehabilitation of the existing Runway 3-21 is \$7M. The estimated construction cost for Runway 3 shift by 815 feet is \$3.9M.

Element 2 – Abandoned Runway Conversion to a Taxiway

The abandoned runway located on the west side of the airfield was also constructed in the early 1940's. This runway was abandoned and has recently been used as a taxiway. The County is planning future development along this pavement, as shown on the current Airport Layout Plan (ALP). To ensure the safe operation of aircraft on this pavement, the County intends to rehabilitate and convert this abandoned runway into a taxiway. The existing pavement is 150 feet wide. The new taxiway will be 75 feet to accommodate the anticipated aircraft. The current plan is to rehabilitate approximately 3,000 feet of this pavement. The remaining section of the pavement will be rehabilitated in the future as the demand for facilities on the south side increases.

The estimated construction cost for the conversion of the abandoned runway to a taxiway is \$3.5M.

As part of this project, MDG will perform a Runway Safety Area (RSA) analysis as required by the FAA. MDG will evaluate objects that are currently located inside the RSA to determine if they are fixed-by-function or meet the frangibility standards. Other objects that will be addressed include trees and vegetation located within the future runway approach surface and transitional surfaces. The proposed improvements will include the following:

1. Extend Runway 3 end by 815 feet with an asphalt pavement.
2. Rehabilitate Runway 3-21 (4,200' long x 150' wide) by milling ± 2 " of the existing PCC pavement and overlaying with ± 5 " asphaltic concrete.
3. Extend Taxiway B south 815' and connect to the future Runway 3 end.
4. Rehabilitate a 75' wide by 3,000' long segment of the abandoned Runway located on the west side of the airfield by milling ± 2 " of the existing PCC pavement and overlaying with ± 5 " asphaltic concrete.
5. Construct in-field stormwater management facility between Runway 3-21 and Taxiway B extensions, as required.
6. Clear approaches and transitional surfaces from obstructions (trees and powerline).
7. Install lighting, signage, and pavement markings.

8. Re-grade runway shoulders and RSA, as required.
9. Demolish Runway Drive and other paved surfaces within Runway 3-21 Object Free Area.
10. Comply with FAA's Airport GIS (AGIS/Imagery) – Design survey, which is currently underway as part of the decoupling project, and construction As-built to be completed once construction is complete.
11. Publish new Approach Procedures once construction as-built AGIS/Imagery is completed.

Under the current scope of work, MDG will perform engineering services for design, permitting, and bidding phase services. MDG will provide these services in accordance with the Basic and Special Services described below:

Design Guidelines:

The Basic Services will be performed in accordance with the following design criteria.

- FAA AC 150/5300-13B, "Airport Design"
- FAA AC 150/5320-5D, "Airport Drainage Design"
- FAA AC 150/5320-6G, "Airport Pavement Design and Evaluation"
- FAA AC 150/5340-1M, "Standards for Airport Marking"
- FAA AC 150/5340-18G, "Standards for Airport Sign System"
- FAA AC 150/5340-30J, "Design and Installation Details for Airport Visual Aids"
- FAA AC 150/5370-2G, "Operational Safety on Airports During Construction"
- FAA AC 150/5370-10H, "Standards for Specifying Construction of Airports"
- FAA AC 150/5345-44K, "Specification for Runway and Taxiway Signs"
- FAA AC 150/5345-46E, "Specification for Runway and Taxiway Light Fixtures"
- FAA AC 150/5345-47C, "Specifications for Series-to-Series Isolation Transformers for Airport Lighting Systems"
- FAA AC 150/5345-53D, "Airport Lighting Equipment Certification Program"

Construction drawings will be prepared in AutoCAD 2023 format.

2.0 General Scope of Work:

MDG will provide the following general services for this project:

1. Overall project management and coordination with subconsultants
2. Preparation of design submittals for review and approval at 30%, 60%, 90%, and 100% construction contract documents (to include survey, geotechnical reports, Construction Safety Phasing Plan, and applicable permits).
3. Coordination with the Airport, FAA, and FDOT.
4. Preparation of the Engineer's Report and construction cost estimates.
5. Bidding and Award assistance.
6. Grant Assistance (if FAA funding is approved for the design of the abandoned runway conversion)
7. Obstruction Evaluation / Airport Airspace Analysis (OE/AAA).
8. Base Bid and Bid Additives. Based on funding availability, this project may be bid using multiple bid alternatives. MDG will prepare two sets of construction plans for Element 1 and 2 above. In addition, if funding is not available for constructing the Runway 3-21 rehabilitation and shift at the same time, MDG will prepare a bid package for a portion of the project, keeping in mind that

the runway rehabilitation is more critical due to the existing condition of the pavement.

3.0 Basic Services:

Phase 1 – Program Verification. – The MDG Team will perform the following tasks under this phase:

1. Compile and review project-related documents.
2. Perform a site visit to complete a visual inspection of the site, electrical system, and electrical vault to determine the condition of the existing pavements, equipment, lighting, signage, and verify as-builts.
3. Coordinate and attend a Pre-Design meeting with the Airport, FAA, FDOT, and the Air Traffic Control Tower (ATCT) on project issues such as design alternatives, project phasing, construction staging, Safety Risk Management study (SRM), budget, and schedule.
4. Provide general consultation and advice with respect to the project requirements, finances, schedules, and other pertinent design requirements of the project.
5. Meet and coordinate with the survey, geotechnical, and electrical team members to determine the civil and electrical survey requirements.
6. Determine the number and locations of pavement cores.
7. Prepare a preliminary construction schedule considering weather and air traffic conditions.
8. Identify any additional information that may be required from field investigations or other agencies.

Deliverables: MDG will provide a written narrative of the findings in the Program Verification phase upon completion of this task.

Phase 2 – Contract Documents (30%): MDG will complete all field explorations and prepare preliminary drawings. Specifically, the following tasks will be performed under this phase:

1. Conduct Geotechnical Exploration
2. Review Geophysical investigation findings and prepare a Geotechnical Report
3. Preliminary pavement design
4. Perform a site visit to verify survey information
5. Preliminary phasing analysis
6. Establish horizontal and vertical alignments of Runway, Taxiways and Connectors
7. Prepare 30% drawings, which will include existing conditions, horizontal and vertical control, demolition, pavement geometry, erosion control, lighting, and signage plans
8. Update the construction cost estimate
9. Update the construction schedule
10. Prepare Preliminary Engineer's Report
11. Identify any modifications to FAA standards
12. Prepare an outline of technical specifications

Deliverables: MDG will submit preliminary drawings (in pdf), estimated construction cost, and an outline of technical specifications.

Phase 3A – Contract Documents (60%): MDG will proceed with 60% contract documents, including finalizing the construction phasing plan, which may include daytime and night-time construction activities. A Project Manual, which will contain Technical Specifications and the geotechnical report, will also be completed. In addition, 60% construction drawings will be prepared including:

1. Finalize the pavement design
2. Evaluate the construction sequence and update the phasing plan
3. Address review comments
4. Prepare 60% level drawings, which will include the following:
 - a. Cover Sheet
 - b. Project Site/Layout Plan
 - c. Project Survey Control Plan
 - d. Geotechnical/Boring Location Plan
 - e. Project Safety Plan
 - f. Project Phasing/Construction Sequencing Plan
 - g. General/Safety Notes Plan
 - h. Typical Sections
 - i. Staking and Demolition Plans
 - j. Paving, Grading, and Drainage Plans
 - k. Electrical Key Map
 - l. Pavement Marking Plans and Details
 - m. Electrical Demolition
 - n. Home Run Circuitry Plan
 - o. Guidance Sign Schedule
 - p. Lighting and Signage Plans and Details
 - q. Electrical/NAVAIDs Plans
5. Review and revise construction cost estimate
6. Review and revise construction schedule
7. Update the Engineer's Report
8. Prepare Draft Technical Specifications

Deliverables: MDG will submit electronic copies of the 60% contract documents to the Airport for review. Additional copies of the project phasing and construction sequencing plan will be submitted to ATCT for review and comment, as necessary. MDG will meet with the Airport, as needed, to address final comments regarding the construction of this project. SWFWMD coordination will begin for this project in this phase.

Phase 3B – Contract Documents (90%) – MDG will proceed with the final contract documents, including finalizing the construction phasing plan. At this time, the construction cost estimate and the construction schedule will be updated and finalized, and the Engineer's Report will be completed. The Project Manual, which will contain front-end documents, FAA General Provisions, Technical Specifications, and the geotechnical report, will also be finalized. In addition, 90% construction drawings will be prepared, including:

1. Finalize construction cost estimate
2. Finalize construction schedule
3. Finalize Engineer's Report
4. Prepare 90% level drawings, which will include the following:
 - a. Cover Sheet
 - b. Project Site/Layout Plan
 - c. Project survey control plan
 - d. Geotechnical/Boring Location Plan

- e. Project Safety Plan
- f. Project Phasing/Construction Sequencing Plan
- g. General/Safety Notes Plan
- h. Project Key Sheet
- i. Typical Sections
- j. Staking and Demolition Plans
- k. Paving, Grading, and Drainage Plans
- l. Drainage Details
- m. Runway, Taxiway, and Connector Profile Sheets
- n. Paving Details
- o. Pavement Marking Plans
- p. Electrical Key Map
- q. Electrical Demolition
- r. Airfield Lighting and Circuitry
- s. Home Run Circuitry Plan
- t. Guidance Sign Schedule
- u. Lighting and Electrical Details
- 5. Complete front-end documents
- 6. Complete Technical Specifications

Deliverables: MDG will submit electronic copies of the 90% contract documents to the Airport for review. The Final Engineer's Report and Cost Estimates will also be submitted to the Airport and FDOT. MDG will meet and coordinate with the Airport, FDOT, FAA, SWFWMD, and tenants, as necessary, to address any comments regarding the construction of this project.

Phase 3C – Contract Documents (100%): Upon receipt of final comments from the Airport, MDG will proceed with the preparation of the final contract documents. This effort includes incorporating comments by updating the construction drawings, technical specifications, and quantities. MDG will submit electronic copies of the 100% contract documents to the Airport.

Phase 4 – Bidding and Award Services: This phase will be for bidding and award assistance. MDG will assist the County to prepare procurement documents to advertise the project for bidding, provide bidding documentation (plans and specifications) in accordance with local, FDOT, and FAA guidelines. MDG will review bids and make a recommendation to the Airport for the award. MDG will perform the following tasks under this phase:

- 1. Coordinate with the Owner for the Bidding phase
- 2. Prepare for and attend the Pre-Bid Conference.
- 3. Address questions from Bidders.
- 4. Revise Contract Documents and assist OWNER with issuing Addenda.
- 5. Attend the Bid Opening Meeting.
- 6. Review bids for responsiveness and accuracy.
- 7. Prepare certified Bid Tabs.
- 8. Make Recommendation of Award of the contract.

Phase 5 – Construction Administration Services: (Not Included)

4.0 Special Services:

In addition to the Basic Services described above, MDG will be involved with the following special services required under this contract:

1. Southwest Florida Water Management District (SWFWMD) Stormwater Permit Preparation – MDG will prepare stormwater calculations and models and submit the stormwater permit application to SWFWMD. Permit application will include design/mitigation calculations for the proposed construction, considering the credits for demolishing impervious areas that are
2. Environmental Survey and Permitting – Coastal Engineering will provide an environmental survey to identify the presence of any endangered or protected species and active or dormant gopher tortoise burrows. Applicable gopher tortoise relocation, abandonment, or take permits will be filed as needed, pending the results of the survey.
3. Geotechnical Evaluation – MDG will provide a geotechnical investigation report to include pavement design and recommended soil parameters related to the proposed construction. Tierra Inc. will provide laboratory and field support, such as obtaining soil samples and other subsurface data.
4. Airspace Analysis (7460s) – MDG will assist the Airport in preparing the Airspace Checklist and submit same to the FAA via the OE/AAA web portal in conjunction with a Construction Safety and Phasing Plan. MDG will submit multiple points and associated data to identify the different elements of the project, including construction staging areas, haul routes, and specific construction sites, for FAA's review and approval.
5. Prepare a Documented Categorical Exclusion (CATEX) - MDG will prepare the documentation required for the submittal of a Documented CATEX for the project and submit to the FAA for approval. An Environmental Assessment is not anticipated or included in this scope of work.
6. Safety Risk Management (SRM) Process – MDG will prepare for and attend a Safety Risk Management meeting with the ATCT to discuss the impacts on the airfield during this project. The ATCT will coordinate the review of the construction plans with the FAA and provide comments to MDG for updating the plans and the Construction Safety and Phasing Plan. Objectives of the SRM will be to identify potential hazards that may occur as a result of construction. The SRM will identify the risks of the project from a safety perspective and evaluate further action that may be necessary to mitigate unacceptable risks and hazards.
7. Construction Safety and Phasing Plan – MDG will prepare and submit the Construction Safety and Phasing Plan (CSPP) in conjunction with the Airspace Checklist described above. The CSPP will contain the safety details, construction work times, and phasing requirements specific to this project and the Airport.
8. Grant Assistance – MDG will assist the Airport in the preparation of the Grant Pre-application and Application for the FAA. The Airport is coordinating with the FAA on funding the conversion of the abandoned runway to a taxiway.
9. AGIS Survey and Imagery – A design survey is not anticipated for this project as the Airport is currently performing the survey/imagery for Runway 3-21 decoupling project. This survey will be used as the design survey for the current project. The as-built survey will be conducted once construction is completed, taxiway and runway ends are established, and obstructions are cleared. This work will be included in a future proposal for construction services.

5.0 Subconsultants

1. Geotechnical Evaluation and Geophysical Investigation – Tierra, Inc. will provide support services for geotechnical and geophysical evaluation. MDG will use the data collected by Tierra to provide a recommendation on the pavement design.
2. Topographic Survey – Michael Baker International will provide Lidar Survey for this project along with Coastal Engineering who will provide ground controls and validation of the Lidar Survey and other survey data related to pipes/inlets and items not covered by Lidar.

3. Environmental Survey – Coastal Engineering will provide a site environmental survey of the new pavement areas to assess the presence of endangered or protected species and active or dormant gopher tortoise burrows.
4. Airfield Electrical/NAVAIDs Engineering – The Ohmega Group will provide electrical engineering services associated with Runway and taxiway lighting, signage, and NAVAIDs for Runway 3-21 shift and the conversion of the abandoned runway to a taxiway.
5. Airfield Design Support – Michael Baker International will support MDG with the Civil design, permitting, and quality control.

6.0 Exclusions and Assumptions

Any services not specifically provided for in the above scope as well as any changes in the scope requested by the County, will be considered additional services and will be performed at our current hourly rates as we agreed upon prior to performing the work. Services not covered under this scope include:

1. Protected or endangered species' relocation and mitigation plans
2. Environmental Assessment
3. Repackaging construction documents for multiple bidding phase services
4. Involvement in the SRM panel beyond coordination with the ATCT on the construction safety and phasing
5. Construction Management or Administration
6. Resident Project Representative (RPR) Services during Construction
7. Quality Assurance Testing during Construction
8. Update of the Airport Layout Plan
9. Update of the Stormwater Master Plan
10. Wetland delineation or Mitigation
11. Phase 1 environmental investigations and remediation Design Variances or exceptions
12. Cost benefit analyses
13. Construction Engineering & Inspection Services

7.0 Project Schedule

The following schedule is provided for the design phase services. The project schedule does not include review phases from the owner, FAA, or stormwater agencies. Comments from stakeholders will be incorporated into the project documents as they are received at each design milestone submittal. The design and permitting phase is anticipated to take approximately 7 months. The procurement and award phase is anticipated to take approximately 3 months.

<u>Task</u>	<u>Duration</u>
Design Phase 1 - Program Verification	45 Consecutive Calendar Days
Design Phase 2 - Contract Documents (30%)	45 Consecutive Calendar Days
Design Phase 3A - Contract Documents (60%)	60 Consecutive Calendar Days
Design Phase 3B - Contract Documents (90%)	45 Consecutive Calendar Days
Design Phase 3C - Contract Documents (100%)	30 Consecutive Calendar Days
Design Phase 4 - Bidding and Award Services	90 Consecutive Calendar Days
Total for Design & Award	315 Consecutive Calendar Days

Exhibit "B" Compensation and Method of Payment

RUNWAY 3-21 REHABILITATION AND SHIFT (ELEMENT 1) AND ABANDONED RUNWAY CONVERSION TO TAXIWAY (ELEMENT 2) BROOKSVILLE-TAMPA BAY REGIONAL AIRPORT (BKV)

Total Fees For Elements 1 and 2

TASK	Totals
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Runway 3-21 Rehabilitation and Shift - Element 1:	\$757,270.00
Abandoned Runway Conversion to Taxiway - Element 2:	<u>\$349,599.00</u>

Project Total Design and Bidding Fees (Not-To-Exceed): \$1,106,869.00

Fees - ELEMENT 1 (Runway 3-21 Rehabilitation and Shift)

TASK	Totals
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Basic Services (Lump Sum)

Phase 1	Program Verification	\$28,528.00
Phase 2	Design Development (30%)	\$83,200.00
Phase 3A	Contract Documents (60%)	\$149,000.00
Phase 3B	Contract Documents (90%)	\$224,318.00
Phase 3C	Contract Documents (100%)	\$26,836.00
Phase 4	Bidding and Award Services	\$14,764.00
Phase 5	Construction Phase Services - Not Included	<u>\$0.00</u>

Total Basic Services: \$526,646.00

Special Services (Lump Sum)

SWFWMD Permit/Coordination	\$17,862.00
Airspace Analysis	\$5,882.00
Prepare Documented CATEX	\$51,440.00
Prepare CSPP	\$11,802.00
Grant Assistance	<u>\$0.00</u>

Total Special Services: \$86,986.00

Subconsultants (Lump Sum)

Michael Baker/Coatal - Topographic Survey	\$40,000.00
Coastal - Environmental Site Assessment	\$7,941.00
MBI - Quality Control	\$21,000.00
Ohmega - Electrical Design	\$60,000.00
Tierra - Geotechnical Drilling/Geophysical Investigation	<u>\$11,797.00</u>

Total Expenses: \$140,738.00

Expenses (Not-To-Exceed)

Reproduction (Lump Sum)	\$500.00
SWFWMD Permit Fees (Allowance)	<u>\$2,400.00</u>

Total Expenses: \$2,900.00

Total Design and Bidding Fees (Not-To-Exceed):	\$757,270.00
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Fees - ELEMENT 1 (Runway 3-21 Rehabilitation and Shift)

TASK	Project Principal	Project Manager	Senior Engineer	Designer	Technician	Clerical	Totals
	\$269.00	\$210.00	\$179.00	\$131.00	\$128.00	\$101.00	

Phase 1 -Program Verification

1Compile and Review Project related Documents	2	4	4	12		4	26
2Perform a Field Inspection and Verify As-Builts			8	8			16
3Coordinate and Attend a Pre-Design Meeting	2	4		4			10
4Provide General Coordination	16	4	4			4	28
5Meet and Coordinate with Subconsultants		4	8				12
6Determine Number and Locations of Soil Borings		4	4	4			12
7Prepare a Preliminary Construction Schedule	2	4	2	4			52
8Identify Permit Requirements		4	4	40		4	
Total Labor Hours:	22	28	34	72	0	12	168
Total Labor Costs:	\$5,918.00	\$5,880.00	\$6,086.00	\$9,432.00	\$0.00	\$1,212.00	\$28,528.00

Phase 2 -Design Development (30%)

1Conduct Geotechnical Exploration/Issue Report	2	8	32	16	20	4	82
2Review Geophysical Investigation Findings	2	4					6
3Preliminary Pavement Design		2	4	2			8
4Perform a Site Visit to Verify Survey		2	4	12			18
5Preliminary Phasing Analysis	2	4	4	12		4	26
6Establish horizontal and vertical alignment		2		16			18
7Prepare 30% Drawings							
aCover Sheet			2	4			6
b Project Site/Layout Plan			2	8			10
cProject Key Sheet			2	8			10
dSurvey Control Plan			2	8			10
eTypical Sections			2	8			10
gPhasing Plan	2	4		8			14
hStaking/Demolition Plans		4	24	40			68
iPaving and Grading Plans	2	4	40	64			110
jPaving Details			2	8			10
kElectrical Plans		2		4			6
8Update Construction Cost Estimate	2	4				4	10
9Update Construction Schedule			2	8			10
10Prepare Preliminary Engineer's Report	2		8	4		4	18
11Identify Modifications to FAA Standards	2	2		8			12
12Prepare outline of Technical Specifications		4	4	8	4	4	24
13Quality Review		2		4	4	4	14
14Submit 30% Documents				4		4	8
15General Coordination with Owner	16	4					20
Total Labor Hours:	32	52	134	254	28	28	528
Total Labor Costs:	\$8,608.00	\$10,920.00	\$23,986.00	\$33,274.00	\$3,584.00	\$2,828.00	\$83,200.00

TASK	Project Principal	Project Manager	Senior Engineer	Designer	Technician	Clerical	Totals
	\$269.00	\$210.00	\$179.00	\$131.00	\$128.00	\$101.00	
Phase 3A - Contract Documents (60%)							
1 Finalize Pavement Design	2	4	4				10
2 Evaluate Construction Sequence and Phasing	2	8	8	28			46
3 Review Owner and other Comments	2	4		8			14
4 Prepare 60% Drawings							
a Cover Sheet				4			4
b Project Site/Layout Plans				4			4
c Project Survey Control Plans				4			4
d Geotechnical/Boring Location Plan				4			4
e Project Safety Plan		4	8	16			28
f Phasing/Construction Sequencing Plan		4	24	60			88
g General Notes Plan				4			4
h Project Key Sheet				4			4
i Typical Sections				8			8
j Staking and Demolition Plans		24	82	100			206
k Paving, Grading and Drainage Plans		32	80	120			232
l Electrical Key Map				2			2
m Pavement Marking Plans and Details		4	8	24			36
n Electrical Demolition				4			4
o Home Run Circuitry Plan				4			4
p Guidance Sign Schedule				4			4
q Lighting & Signage Plans/Details				4			4
r Electrical/NAVAIDs Plans				4			4
5 Update Construction Cost Estimate	2	4	4	16			26
6 Update Construction Schedule	2	4	8	8			22
7 Update Engineer's Report	2	4	16	8		4	34
8 Prepare Draft Front-End Documents	2	4	16	4		6	32
9 Quality Review	8			4		8	20
10 Submit 60% Documents		4	4	4		8	20
11 Permit Review and Coordination		4		8		8	20
12 General Coordination with Owner	20	16				8	44
Total Labor Hours:	42	124	262	462	0	42	932
Total Labor Costs:	\$11,298.00	\$26,040.00	\$46,898.00	\$60,522.00	\$0.00	\$4,242.00	\$149,000.00

TASK	Project Principal	Project Manager	Senior Engineer	Designer	Technician	Clerical	Totals
	\$269.00	\$210.00	\$179.00	\$131.00	\$128.00	\$101.00	
Phase 3B - Contract Documents (90%)							
1 Finalize Construction Cost Estimate		4			4	2	10
2 Finalize Construction Schedule			4	4	4	2	14
3 Finalize Engineer's Report		4	4		4	2	14
4 Prepare 90% Drawings							
a Cover Sheet				2	2		4
b Project Site/Layout Plan				2	2		4
c Project Survey Control Plan				4	2		6
d Geotechnical/Boring Location Plan		2	2	4			8
e Project Safety Plan				8			8
f Safety/Construction Sequencing Plan	2	24	80	120		4	230
g General/Safety Notes			4	2			6
h Project Key Sheet				4			4
i Typical Sections		2	2	16			20
j Staking and Demolition Plans		40	120	200			360
k Paving and Grading Plans	2	40	160	240			442
l Drainage Plans and Details		8	40	80			128
m Runway/Taxiway & Connector Profiles			8	24			32
n Paving Details				4			4
o Pavement Marking Plans				8			8
p Electrical Key Map				2			2
q Electrical Demolition Plan				2			2
r Airfield Lighting & Circuitry				2			2
s Home Run Circuit Plan				2			2
t Guidance Sign Schedule				2			2
u Lighting and Electrical Details				2			2
5 Complete Front-End Documents	2	4		4	8	4	22
6 Complete Technical Specifications		4			4	4	12
7 Quality Review		4			4	4	12
8 Submit 90% Documents		2		4		4	10
9 General Coordination with Owner	32	24					56
Total Labor Hours:	38	162	424	742	34	26	1426
Total Labor Costs:	\$10,222.00	\$34,020.00	\$75,896.00	\$97,202.00	\$4,352.00	\$2,626.00	\$224,318.00
Phase 3C - Contract Documents (100%)							
1 Incorporate Final Review Comments	2	8	24	80		8	122
2 Prepare and Submit Final Bid Documents	2	8	16	24		8	58
Total Labor Hours:	4	16	40	104	0	16	180
Total Labor Costs:	\$1,076.00	\$3,360.00	\$7,160.00	\$13,624.00	\$0.00	\$1,616.00	\$26,836.00
Phase 4 - Bidding and Award Services							
1 Coordinate with Owner	4	4					8
2 Prepare for and Attend Pre-Bid Conference	2	4					6
3 Address Questions from Bidders	2	4	8	12			26
4 Revise Contract Documents/Issue Addenda		4		8			12
5 Attend Bid Opening		4		4			8
6 Review Bids for Responsiveness		4				4	8
7 Prepare Certified Bid Tabs		4		4		4	12
8 Make Contract Award Recommendations		2				4	6
Total Labor Hours:	8	30	8	28	0	12	86
Total Labor Costs:	\$2,152.00	\$6,300.00	\$1,432.00	\$3,668.00	\$0.00	\$1,212.00	\$14,764.00

TASK	Project Principal	Project Manager	Senior Engineer	Designer	Technician	Clerical	Totals
	\$269.00	\$210.00	\$179.00	\$131.00	\$128.00	\$101.00	
Special Services							
1 SWFWMD Permit/Coordination							
A. SWFWMD Permitting/Coordination		8	24	80			112
B. Obtain ERP Approval			2	8			10
Total Labor Hours:	0	8	26	88	0	0	122
Total Labor Costs:	\$0.00	\$1,680.00	\$4,654.00	\$11,528.00	\$0.00	\$0.00	\$17,862.00
2 Airspace Analysis							
A. Prepare form 7460-1 (Temporary, Perm)		2	8			2	12
B. Prepare Site Exhibits		2	4	4		2	12
C. Upload and Coordinate with FAA			4	8		2	14
Total Labor Hours:	0	4	16	12	0	6	38
Total Labor Costs:	\$0.00	\$840.00	\$2,864.00	\$1,572.00	\$0.00	\$606.00	\$5,882.00
3 Prepare Documented CATEX							
	2	88	180			2	272
Total Labor Hours:	2	88	180	0	0	2	272
Total Labor Costs:	\$538.00	\$18,480.00	\$32,220.00	\$0.00	\$0.00	\$202.00	\$51,440.00
4 Prepare CSPP							
A. Prepare CSPP Report		8	24			4	36
B. Prepare Site Exhibits			4	16		2	22
C. Upload and Coordinate with FAA				4			4
D. Safety Risk Management (SRM)	4					8	12
Total Labor Hours:	4	8	28	20	0	14	74
Total Labor Costs:	\$1,076.00	\$1,680.00	\$5,012.00	\$2,620.00	\$0.00	\$1,414.00	\$11,802.00
5 Grant Assistance							
A. Grant Services During Design/App/Quarterly							0
Total Labor Hours:	0	0	0	0	0	0	0
Total Labor Costs:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Basic Services (Lump Sum):							\$526,646.00
Total Special Services (Lump Sum)							\$86,986.00
Total Basic and Special Services (Lump Sum):							\$613,632.00

Fees- ELEMENT 2 (ABONDONED RUNWAY CONVERSION TO TAXIWAY)

TASK	Totals
<u>Basic Services (Lump Sum)</u>	
Phase 1 Program Verification	\$5,850.00
Phase 2 Design Development (30%)	\$16,328.00
Phase 3A Contract Documents (60%)	\$9,926.00
Phase 3B Contract Documents (90%)	\$8,956.00
Phase 3C Contract Documents (100%)	\$3,166.00
Phase 4 Bidding and Award Services	\$4,336.00
Phase 5 Construction Phase Services - Not Included	\$0.00
Total Basic Services:	\$48,562.00
<u>Special Services (Lump Sum)</u>	
SWFWMD Permit/Coordination	\$1,502.00
Airspace Analysis	\$1,966.00
Prepare Documented CATEX	\$11,328.00
Prepare CSPP	\$3,114.00
Grant Assistance	\$6,758.00
Total Special Services:	\$24,668.00
<u>Subconsultants (Lump Sum)</u>	
Michael Baker/Coastal - Topographic Survey \$30,000.00	
MBI - Design, Permitting, Bidding Assistance	\$203,752.00
Ohmega - Electrical Design	\$33,000.00
Tierra - Geotechnical Drilling/Geophysical Investigation	\$8,617.00
Total Expenses:	\$275,369.00
<u>Expenses (Not-To-Exceed)</u>	
Reproduction (Lump Sum)	\$500.00
SWFWMD Permit Fees (Allowance)	\$500.00
Total Expenses:	\$1,000.00
Total Design and Bidding Fees (Not-To-Exceed):	
	\$349,599.00

Fees- ELEMENT 2 (ABONDONED RUNWAY CONVERSION TO TAXIWAY)

TASK	Project Principal	Project Manager	Senior Engineer	Designer	Technician	Clerical	Totals
	\$269.00	\$210.00	\$179.00	\$131.00	\$128.00	\$101.00	

Phase 1 - Program Verification

1	Compile and Review Project related Documents		2		2		2	6
2	Perform a Field Inspection and Verify As-Built			4				4
3	Coordinate and Attend a Pre-Design Meeting	2	2					4
4	Provide General Coordination	2	2					4
5	Meet and Coordinate with Subconsultants		2	2				4
6	Determine Number and Locations of Soil Borings		2	2				4
7	Prepare a Preliminary Construction Schedule		2					2
8	Identify Permit Requirements			2				2
Total Labor Hours:		4	12	10	2	0	2	30
Total Labor Costs:		\$1,076.00	\$2,520.00	\$1,790.00	\$262.00	\$0.00	\$202.00	\$5,850.00

Phase 2 - Design Development (30%)

1	Conduct Geotechnical Exploration/Issue Report	2	4	24	24		4	58
2	Review Geophysical Investigation Findings	2	4					6
3	Preliminary Pavement Design							0
4	Perform a Site Visit to Verify Survey							0
5	Preliminary Phasing Analysis		2					2
6	Establish horizontal and vertical alignment							0
7	Prepare 30% Drawings		2		4			6
8	Update Construction Cost Estimate					2		2
9	Update Construction Schedule							0
10	Prepare Preliminary Engineer's Report		2			2		4
11	Identify Modifications to FAA Standards							0
12	Prepare outline of Technical Specifications		2			2		4
13	Quality Review	2						2
14	Submit 30% Documents		2		2	2		6
15	General Coordination with Owner	4	2					6
Total Labor Hours:		10	20	24	30	0	12	96
Total Labor Costs:		\$2,690.00	\$4,200.00	\$4,296.00	\$3,930.00	\$0.00	\$1,212.00	\$16,328.00

Phase 3A - Contract Documents (60%)

1	Finalize Pavement Design		2	2				4
2	Evaluate Construction Sequence and Phasing		2					2
3	Review Owner and other Comments	2	2					4
4	Prepare 60% Drawings		2		4			6
5	Update Construction Cost Estimate		2					2
6	Update Construction Schedule		2					2
7	Update Engineer's Report		2	2		2		6
8	Prepare Draft Front-End Documents		2	2		2		6
9	Quality Review	2				2		4
10	Submit 60% Documents		2	2	2	2		8
11	Permit Review and Coordination		2		2			4
12	General Coordination with Owner	2	2			4		8
Total Labor Hours:		6	22	8	8	0	12	56
Total Labor Costs:		\$1,614.00	\$4,620.00	\$1,432.00	\$1,048.00	\$0.00	\$1,212.00	\$9,926.00

TASK	Project Principal	Project Manager	Senior Engineer	Designer	Technician	Clerical	Totals
	\$269.00	\$210.00	\$179.00	\$131.00	\$128.00	\$101.00	

Phase 3B -Contract Documents (90%)

1	Finalize Construction Cost Estimate	2					2
2	Finalize Construction Schedule	2					2
3	Finalize Engineer's Report	2	2			2	6
4	Prepare 90% Drawings	2		4			6
5	Complete Front-End Documents	4		4		4	12
6	Complete Technical Specifications	4				2	6
7	Quality Review	4				2	6
8	Submit 90% Documents	2		4		2	8
9	General Coordination with Owner	2	2				4

Total Labor Hours: 6 20 2 12 0 12 52
 Total Labor Costs: \$1,614.00 \$4,200.00 \$358.00 \$1,572.00 \$0.00 \$1,212.00 \$8,956.00

Phase 3C -Contract Documents (100%)

1	Incorporate Final Review Comments	4	2	4		2	12
2	Prepare and Submit Final Bid Documents	2	2	2		2	8

Total Labor Hours: 0 6 4 6 0 4 20
 Total Labor Costs: \$0.00 \$1,260.00 \$716.00 \$786.00 \$0.00 \$404.00 \$3,166.00

Phase 4 -Bidding and Award Services

1	Coordinate with Owner	2	2				4
2	Prepare for and Attend Pre-Bid Conference	2					2
3	Address Questions from Bidders		2				2
4	Revise Contract Documents/Issue Addenda		2				2
5	Attend Bid Opening	2					2
6	Review Bids for Responsiveness		2				2
7	Prepare Certified Bid Tabs		2				2
8	Make Contract Award Recommendations		2			2	4

Total Labor Hours: 6 12 0 0 0 2 20
 Total Labor Costs: \$1,614.00 \$2,520.00 \$0.00 \$0.00 \$0.00 \$202.00 \$4,336.00

TASK	Project Principal	Project Manager	Senior Engineer	Designer	Technician	Clerical	Totals
	\$269.00	\$210.00	\$179.00	\$131.00	\$128.00	\$101.00	

Phase 5 - Construction Phase Services - Not Included**Special Services****1 SWFWMD Permit/Coordination**

A. SWFWMD Permitting/Coordination

B. Obtain ERP Approval

		2	4				6
		2	2				4
Total Labor Hours:	0	0	4	6	0	0	10
Total Labor Costs:	\$0.00	\$0.00	\$716.00	\$786.00	\$0.00	\$0.00	\$1,502.00

2 Airspace Analysis

A. Prepare form 7460-1 (Temporary, Perm)

B. Prepare Site Exhibits

C. Upload and Coordinate with FAA

		2					2
							0
		2	8		2		12
Total Labor Hours:	0	0	4	8	0	2	14
Total Labor Costs:	\$0.00	\$0.00	\$716.00	\$1,048.00	\$0.00	\$202.00	\$1,966.00

3. Prepare Documented CATEX

	16	40			8		64
Total Labor Hours:	0	0	4	8	0	8	64
Total Labor Costs:	\$0.00	\$3,360.00	\$7,160.00	\$1,048.00	\$0.00	\$808.00	\$11,328.00

4 Prepare CSPP

A. Prepare CSPP Document

B. Prepare Site Exhibits

C. Upload and Coordinate with FAA

D. Safety Risk Management (SRM)

	2						2
							0
	2	2					4
	4	4					8
Total Labor Hours:	4	8	2	0	0	0	14
Total Labor Costs:	\$1,076.00	\$1,680.00	\$358.00	\$0.00	\$0.00	\$0.00	\$3,114.00

5 Grant Assistance

A. Grant Services During Design/App/Quarterly

	2	2	2	40		2	48
Total Labor Hours:	2	2	2	40	0	2	48
Total Labor Costs:	\$538.00	\$420.00	\$358.00	\$5,240.00	\$0.00	\$202.00	\$6,758.00

Total Basic Services (Lump Sum): **\$48,562.00****Total Special Services (Lump Sum)** **\$24,668.00****Total Basic and Special Services (Lump Sum):** **\$73,230.00**

Exhibit "C" Federal and State Grant Conditions

FEDERAL TERMS AND CONDITIONS APPLICABLE TO THIS SOLICITATION

This Solicitation may become fully or partially Federally Grant funded. To the extent applicable, Proposer shall comply with the clauses as enumerated below. Proposer shall adhere to all grant conditions as set forth in the requirements of the grant award which will be made available to Consultant at time of each project quote requested, as well as all applicable Federal laws, rules, and regulations. Including, but not limited to, those set forth below, as well as those listed herein, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Parts 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposer's proposal may be deemed unresponsive. The provisions in this Section are supplemental and in addition to all other provisions within the Procurement. In the event of any conflict between the terms and conditions of this Section and the terms and conditions of the remainder of the Procurement, the terms and conditions of this Section shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant award used to fund the goods and/or services to be provided under this Procurement, the terms and conditions of the federal grant funding award shall control.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182)

Proposer must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112)

The Proposer must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts, which may be found in the Hernando County Procurement Department Policies and Procedures Manual. All Proposers shall familiarize themselves with such policies.

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733)

Proposer acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Proposer's actions pertaining to this Solicitation. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Proposer must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401)

Please contact the County for further information related to the applicable standard patent rights clauses.

License and Delivery of Works Subject to Copyright and Data Rights (2 CFR 200.315(b))

Proposer grants to the County and the Federal granting agency a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Agreement but not first produced in the performance of this Agreement, the Contractor will identify such data and grant to the County and the Federal granting agency a license of the same scope as for data first produced in the performance of this Agreement. "Data," as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Contractor will deliver to the County data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by the County.

Procurement of Recovered Materials (2 CFR 200.323 and 40 CFR Part 247)

Proposer must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Record Retention (2 CFR § 200.33)

Proposer will retain of all required records pertinent to this contract for a period of five years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

Federal Changes

Proposer shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

Safeguarding Personal Identifiable Information (2 CFR § 200.82)

Proposer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200)

The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H))

Proposer shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175)

Proposer will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits the Proposer] from:

- (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract is in effect;
- (2) procuring a commercial sex act during the period of time that resulting contract is in effect; or
- (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract] may be unilaterally terminated immediately by County for Proposer's violating this provision, without penalty.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216)

Propose and any subcontractors are prohibited to obligate or spend grant funds to:

- (1) procure or obtain,
- (2) extend or renew a contract to procure or obtain; or
- (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712)

See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of Proposer and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170)

In accordance with FFATA, the Proposer shall, upon request, provide the County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIS) (The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII))

The Proposer shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Federal Agency Seals, Logos and Flags

The Proposer shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.

Occupational Safety and Health Act of 1970

All contracts and subcontracts that may result from this solicitation must incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Contractor 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.

ENVIRONMENTAL COMPLIANCE

In performing under this Solicitation, Proposer shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")
10. Executive Order 13112 ("Invasive Species")
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
17. Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")

18. Rivers and Harbors Act (33 U.S.C. § 407)

19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")

20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

FEDERAL AVIATION ADMINISTRATION CONTRACT PROVISIONS

This Solicitation may become fully or partially State of Florida Grant funded. To the extent applicable, Proposer shall comply with the clauses as enumerated below, in addition to the general state provisions found in Section "FEDERAL FUNDED CONTRACTS REQUIRED TERMS & CONDITIONS", to the extent applicable if funding for a project is a result of an agreement between Hernando County, Florida as (recipient or subrecipient) and the Florida Department of Transportation (FDOT).

ACCESS TO RECORDS AND REPORTS

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

BREACH OF CONTRACT TERMS

- A. Any violation or breach of terms of this contract on the part of the Proposer or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.
- B. Owner will provide Proposer written notice that describes the nature of the breach and corrective actions the Proposer must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Proposer must correct the breach. Owner may proceed with termination of the contract if the Proposer fails to correct the breach by the deadline indicated in the Owner's notice.
- C. 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.

FAA BUY AMERICAN PREFERENCE

- A. The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.
- B. The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.
- C. The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

TITLE VI SOLICITATION NOTICE

Hernando County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- A. Title VI of the Civil Rights Act of 1964 (42 USC § 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 USC § 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 USC § 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);
- E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987 (PL 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 contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 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;
- I. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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 (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- 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. 74087 (2005)];
- 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 USC § 1681, et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

- A. Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor 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.
- B. Contractor must include this requirement in all subcontracts that exceed \$150,000.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

- A. 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.
- B. 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.

DISADVANTAGED BUSINESS ENTERPRISE

- 1. Bid Information Submitted as a matter of responsiveness:
The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of **10.25%** has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract. The bidder/offeror will be required to submit the following information:
 - a. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
 - b. A description of the work that each DBE firm will perform;
 - c. The dollar amount of the participation of each DBE firm listed under (i);

- d. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (i) to meet the Owner's project goal
- e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- f. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

2. **Bid Information submitted as a matter of responsibility:**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- a. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- b. A description of the work that each DBE firm will perform;
- c. The dollar amount of the participation of each DBE firm listed under (i);
- d. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (i) to meet the Owner's project goal;
- e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- f. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

1. **Race/Gender Neutral Means**

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

2. **Prompt Payment (49 CFR § 26.29)**

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

3. **Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –**

- a. The prime contractor must not terminate a DBE subcontractor listed in response to 10.a, (or an approved substitute DBE firm) without prior written consent of Hernando County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally

designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

- b. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from Hernando County. Unless Hernando County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
- c. Hernando County may provide such written consent only if Hernando County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.
- d. Before transmitting to Hernando County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Hernando County, of its intent to request to terminate and/or substitute, and the reason for the request.
- e. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Hernando County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Hernando County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Hernando County may provide a response period shorter than five days.
- f. 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.

DISTRACTED DRIVING-TEXTING WHEN DRIVING

- A. 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.
- B. In support of this initiative, the Owner encourages the Contractor 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 Contractor 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.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor 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 identity, 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 Contractor 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.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor 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.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the provisions of paragraphs (1) through (8) 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 subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

- A. 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.
- B. 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.

FOREIGN TRADE RESTRICTION CERTIFICATION

- A. 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.
- B. 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.
- C. The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
- D. 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 subcontractor:
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 subcontractors 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.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- F. 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 Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.
- G. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor 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.

TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the two certification statements in Vendor Submissions - Grant Documents Section. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark 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.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

- A. 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 Contractor must immediately discontinue all services affected.
- B. 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.
- C. 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.
- D. 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.

TERMINATION FOR CAUSE/DEFAULT (PROFESSIONAL SERVICES)

- A. 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.
- B. 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.
- C. Termination by Owner:
 - 1. The Owner may terminate this Agreement for cause 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; or
 - c. Fulfill the obligations of the Agreement that are essential to the completion of the Project.
 - 2. 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.
 - 3. 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.

4. 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.
5. 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.

D. Termination by Consultant:

1. The Consultant may terminate this Agreement for cause 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.
2. 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.
3. 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.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 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.

STATE OF FLORIDA FUNDED CONTRACTS REQUIRED TERMS

This Solicitation may become fully or partially State of Florida Grant funded. To the extent applicable, Proposer shall comply with the clauses as enumerated below, in addition to the general state provisions found in Section "FEDERAL FUNDED CONTRACTS REQUIRED TERMS & CONDITIONS", to the extent applicable if funding for a project is a result of an agreement between Hernando County, Florida as (recipient or subrecipient) and the Florida Department of Transportation (FDOT).

Responsible Vendor Determination

Contractor/Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

Truth in Negotiation Representations

Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the 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.

In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.