

**CONTRACT FOR DESIGN, PERMITTING & BID PHASE SERVICES
FOR THE
COMMERCIAL APRON EXPANSION/TWY R5 REHABILITATION AND REMOVAL OF TAXIWAY A8
BETWEEN
THE SARASOTA MANATEE AIRPORT AUTHORITY
AND
E.G. SOLUTIONS, INC.**

This Contract is made and entered into this 1 day of July, 2021 by and between the Sarasota Manatee Airport Authority, a political subdivision of the State of Florida, (hereinafter referred to as the "Authority"), and E.G. Solutions, Inc. (hereinafter referred to as the "Consultant"). The Contract is effective on the date of execution by the Authority.

WITNESSETH:

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

Item 1 - Scope of Services

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

Item 2 - General Conditions

- A. Basic Data Provided by Authority - The Authority shall make available to the Consultant such appropriate data and information as are available to the Authority and under its control.
- B. Coordination - Continuing coordination shall be maintained with the Authority to assure applicability of the findings with respect to specific local conditions and compatibility with the Authority's general policies and goals.
- C. Representatives - To expedite the undertaking of services performed under this Contract and to permit the coordination of materials, commitments and correspondence, the Authority hereby designates the President, CEO, or designee as its representative, and the Consultant hereby designates Scott Brady, P.E. as its representative to whom all correspondence, materials, requests for conferences and other similar data shall be directed. Any and all changes that will affect this Contract shall be approved in writing by the Authority prior to proceeding.
- D. Time of Performance - The Consultant shall commence as soon as practicable, but not before the execution of this Contract. Work is anticipated to begin in June, 2021 and projected to end December, 2021 unless extended. Any extension of the Contract term shall be in the sole discretion of the Authority.
- E. Compensation - The Authority agrees to pay the Consultant according to the attached fee schedule: a total lump sum price of \$418,609.00, plus not-to-exceed expenses of \$2,000.00, for a total maximum contract price of \$420,609.00.
- F. Method of Payment - The Authority shall pay the Consultant for services detailed in Scope of Services, in accordance with statements to be submitted by the Consultant to the Authority. Such statements shall be submitted monthly and shall cover services performed during the preceding month.

G. Availability of Records -

1) Books and Records:

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

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

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

2) Access to Records and Reports:

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

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

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

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

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

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

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

Upon termination of the Agreement, the Consultant must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

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

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

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

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

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

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

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause. If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

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

- a) Defaults on its obligations under this Agreement;
- b) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
- c) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract. In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

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

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

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

- L. Assignability – The Consultant shall not assign any interest in this Contract and shall not transfer any interest in this Contract without the prior written consent of the Authority.
- M. Interest of the Consultant – The Consultant covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Contract. No person having such interest shall be employed by the Consultant.
- N. General Civil Rights Provisions – The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

The provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

- O. Title VI Assurance – The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and sub tier Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964

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

- 1) Compliance with Regulations: The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) Non-discrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultants or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

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

5) Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a) Withholding payments to the Consultant under the contract until the Consultant complies; and/or
- b) Cancelling, terminating, or suspending a contract, in whole or in part.

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

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

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by

- expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 7.) To include the provisions of paragraph N.1 through N.6 above in every subcontract, including Contracts for the procurement of materials and leases of equipment.

- P. Clean Air and Water Pollution Control - Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC sec. 741-7671Q) and the Federal Water Pollution control Act as amended (33 USC sec. 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.

Contractor must include this requirement in all subcontracts that exceed \$150,000.00

- Q. Disadvantaged Business Enterprises – Contract Assurance (26.13); The Consultant or subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (26.29); The prime Consultant agrees to pay each sub consultant under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime Consultant receives from Sarasota Manatee Airport Authority. The prime Consultant agrees further to return retainage payments to each sub consultant within 10 days after the sub consultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subconsultants.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sarasota Manatee Airport Authority to practice nondiscrimination based on race, color, sex or national origin in the

origin in the award or performance of this contract. The Authority encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

The DBE goal for this Project is 8.9%. If changes in the scope of the project or the Consultant's services as directed by Authority affect the DBE percentages, Consultant will make a good faith effort to achieve the DBE Goal.

- R. Certification of Offerer/Bidder Regarding Debarment – By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.
- S. Certification of Lower Tier Contractors Regarding Debarment - The successful bidder, by administering each lower tier subcontract that exceeds \$25,000.00 as a "covered transaction", must verify 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 Offerer/Bidder Regarding Debarment, above.
 3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant fails 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.

- T. Contract Workhours and Safety Standards Act Requirements –
1. Overtime Requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
 3. Withholding for Unpaid Wages and Liquidated Damages – The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the

Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.
- U. Texting When Driving – In accordance with Executive Order 13513, "Federal leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Owner encourages the 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 \$3,500.00 that involve driving a motor vehicle in performance of work activities associated with the project.
- V. Energy Conservation Requirements – Contractor and subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq*).
- W. Federal Fair Labor Standards Act - All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The *consultant* has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- X. Occupational Safety and Health Act of 1970 - All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Y. Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions – The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting an (X) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications:

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

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

Term Definitions:

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

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Z. 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.

AA. Trade Restriction Certification – By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) Has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

The Offeror/Contractor must provide immediate written notice to the owner of 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.

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.

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.

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.

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 FAA may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

BB. Certification Regarding Lobbying – The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of their knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any finds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

- CC. Licenses and Permits – The Consultant shall at all times maintain and comply with all licensing and permitting requirements of state and local authorities. Prior to proceeding with the services hereunder, the Consultant shall furnish a copy of its licensure and the permit to the Authority evidencing the existence of such permit.
- DD. Badging Safety and Security (as applicable) - Consultant, invitees, employees, suppliers, and agents must abide by all applicable security regulations of the Authority and the Transportation Security Administration (TSA).

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

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

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

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

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

- EE. Equal Opportunity Clause - During the performance of this contract, the Consultant agrees as follows:

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

be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

Item 3 – Miscellaneous

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

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

To the Consultant: E.G. Solutions, Inc.
Attn: Scott Brady, PE
9015 Town Center Pkwy., Suite 106
Lakewood Ranch, FL 34202

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

- B. Governing Law - This Contract shall be governed by and construed in accordance with Florida law. Venue for any action brought pursuant to this Contract shall be in the Twelfth Judicial Circuit Court, Sarasota County, Florida.
- C. Captions - The captions to the sections, subsections, and paragraphs in this Contract are inserted for convenience only and shall not affect the construction or interpretation of this Contract.
- D. Counterparts and Duplicate Originals - This Contract and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument.
- E. Entire Contract - This Contract, together with the attachments hereto, constitutes the entire Contract between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous Contracts and understandings of the parties in connection herewith. No supplement, modification, or amendment of this Contract or discharge of any of the obligations hereunder, shall be binding unless executed in writing by the parties hereto.
- F. Severability - Any provision hereof prohibited by or unlawful or unenforceable under any applicable law shall be ineffective without affecting any other provision of this Contract. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Contract shall be deemed to be a valid and binding agreement in accordance with its terms.
- G. Attorney's Fees - In the event of any action to enforce or construe the provisions of this Contract, the prevailing party in such action (including in any bankruptcy proceeding) shall be awarded costs and reasonable attorney's fees in the defense or prosecution thereof as part of the judgment eventuating in such action.
- H. Immigration Reform and Control Act - Consultant acknowledges, and without exception or stipulation, Consultant shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Consultant to comply with the laws referenced herein shall constitute a breach of the Contract and the Authority shall have the discretion to unilaterally terminate said Contract immediately.
- I. Third Parties - Nothing in this Contract, whether express or implied, is intended to confer any rights or remedies under or by reason of this Contract on any persons other than the parties to it and their respective successors and permitted assigns, nor is anything in this Contract intended to relieve or discharge the obligation or liability of any third persons to any party to this Contract, nor shall any provision give any third person any right of subrogation or action over or against any party to this Contract.
- J. Remedies; Waiver - The rights and remedies set forth herein shall be cumulative and in addition to any other remedies which may be available at law or in equity. The exercise of any remedy by either party shall not be deemed an election of remedies. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other

provision hereof or right hereunder (whether or not similar), nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

- K. Indemnity and Hold Harmless Requirements - Consultant shall indemnify and hold harmless the Authority, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Contract.
- L. Ownership of Work – At the time of the completion of the work, the Consultant shall deliver to the Authority all results and proceeds of the services performed under this agreement of any nature whatsoever and in whatever form (paper documents, electronic files, or otherwise) that are created, prepared, produced, authored, edited, or modified in the course of performing the Consultant's services under this agreement, including, without limitation, all tracings, plans, specifications, maps, reports, schematics, renderings, drawings, elevations, sections, and designs (collectively, the "Works"). To the fullest extent under the law, the Consultant acknowledges and agrees that the Authority is and shall be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Works, including all confidential, proprietary, intellectual property, and other rights therein. The Authority shall have the unrestricted right (but not any obligation), in its sole and absolute discretion, to use any Work, and no royalty or other consideration shall be due or owing to the Consultant or any individual or entity as a result of such activities; provided that any reuse of a Work other than for the specific purpose intended hereunder will be at Client's sole risk and without liability or legal exposure to the Consultant or its subcontractors. Without limiting the generality of the foregoing, the Consultant specifically agrees that, to the extent permitted by law, each Work consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Authority. In the event that, for any reason, all or any portion of any of the Works is not found to be owned by the Authority or otherwise does not constitute, or fails to be, a "work made for hire," the Consultant hereby irrevocably assigns to the Authority, without additional consideration, all right, title, and interest the Consultant may have or acquire in and to such Works throughout the world, including all intellectual property rights therein (including, for the avoidance of doubt, the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding to the foregoing throughout the world). To the extent any copyrights are assigned under this Section, the Consultant hereby irrevocably waives, to the extent permitted by applicable law, any and all claims it may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" or *droit moral* in relation to all works of authorship to which the assigned copyrights apply. The Consultant will require each of its employees and contractors to execute written agreements containing obligations consistent with the provisions of this Section prior to such employee or contractor providing any services under this agreement. Nothing contained in this Agreement shall be construed to reduce or limit the Authority's right, title, or interest in any Work or any rights therein so as to be less in any respect than the Authority would have had in the absence of this Agreement.

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


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

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

AUTHORITY:

SARASOTA MANATEE AIRPORT AUTHORITY


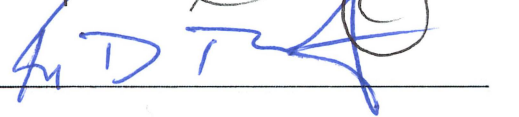
BY: 
Printed Name: _____
Title: Chairman
OR
Title: President, CEO Fredrick J. Piccolo, A.A.E.

CONSULTANT:

E.G. SOLUTIONS, INC.

BY: 
Printed Name: Gloria C. Brady, P.E.
Title: President

WITNESSES as to Authority:

1. 
2. 

WITNESSES as to Consultant:



1. 
2. 

EXHIBIT "A"
SCOPE OF SERVICES
SARASOTA BRADENTON INTERNATIONAL AIRPORT
COMMERCIAL APRON EXPANSION/TAXIWAY R5 REHABILITATION and
REMOVAL OF TAXIWAY A8

Design, Permitting and Bidding

PROJECT DESCRIPTION

This project scope provides professional engineering services to expand the commercial apron parking ramp east of the existing ramp, rehabilitation of Taxiway R5, and removal of Taxiway A8.

The Sarasota Bradenton International Airport is experiencing rapid growth and requires three additional overnight aircraft parking spaces for the Airbus A320/A321 Aircraft in a power in-push back configuration (See Attachment No. 1). Taxiway R5 will be reconstructed and Taxiway A8 removed.

The services to be performed include: field surveys, geotechnical investigation, geometric layouts, pavement design, stormwater management design and permitting, electrical modifications, signage, pavement markings and bidding.

SCOPE OF SERVICES

BASIC SERVICES

Task 1 - Preliminary Project Engineering Activities

1.1 Data Collection and Conduct Visual Site Reconnaissance

Level of Service:

A site visit will be conducted by members of the project team to review and document existing field conditions. The site visit will include a review of the proposed horizontal alignments, pavement tie-in locations, electrical connections, and above ground features. Photographs and notes will be recorded.

Deliverables:

- Electronic PDF versions of the field notes and photographs.

1.2 Plan and Coordinate Design Survey and Design Geotechnical Programs

Level of Service:

Coordinate with the project team to finalize the survey and geotechnical subconsultant's agreements, insurance submittals, scope of work and fee. In addition, access to the site, contact information and lines of communication will be established.

Deliverables:

- Electronic PDF versions of the agreement package for each subconsultant.

Task 2 - Preliminary Design

2.1 Construction Plans

Level of Service:

Develop geometric layouts, signage/marketing layouts, lighting, paving and grading concepts, drainage, typical sections with pavement and base designs. The construction plans will be

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developed following applicable FAA Advisory Circulars and Specifications. The anticipated construction plan sheets to be generated are as follows:

- Cover Sheet
- Project Drawing List
- Summary of Quantities
- Abbreviations/Legend
- Contract Layout Plan
- Airspace Surface Protection Plan
- Phasing Plans
- Maintenance of Traffic Plans
- Boring Log & Pavement Cores
- Subsurface Utility Data
- Existing Conditions/Survey
- Erosion & Sedimentation Control Plan
- Erosion & Sedimentation Control Details
- Site Demolition Plans
- Site Demolition Details
- Geometry and Paving Plans
- PCC Pavement Jointing Plans
- PCC Jointing Details
- Paving Elevation Plans
- Pavement Sections
- Cross Sections
- Grading and Drainage Plans
- Drainage Profiles
- Grading and Drainage Details
- Drainage Structure Details
- Pavement Marking Plans
- Pavement Marking Details
- General Notes - Airfield Electrical
- Airfield Signage Modifications
- Airfield Signage Details
- Airfield Electrical Abbrev/Legend
- Airfield Electrical Demolition Plans
- Airfield Electrical Lighting Plans
- Airfield Electrical Details
- One Line Diagrams

During the design process, the construction plans will be coordinated with the Airport and comments will be incorporated. Weekly project meetings will be coordinated either virtually or in person in order to accelerate the project schedule.

Deliverables:

- Electronic PDF versions of the preliminary construction plans will be prepared.

2.2 Project Manual and Specifications

Level of Service:

A draft of the project specifications will be prepared using the standard specifications of FAA Advisory Circular 150/5370-10, latest edition current as of the date of this task order, adapted to the project including any proposed modifications to standards.

2.3 Modifications to Standards

Level of Service

Modifications to Standards, per FAA Order 5300.1G, will be requested, as necessary, defining the need and providing the justifications as part of this effort. If the Airport has general or special provisions to use in lieu of the FAA specification that have not been previously approved, these must be submitted for consideration per FAA Order 5300-1G. This scope of services excludes new submittals of that type except for minor sentence or paragraph changes to previously approved airport general or special provisions.

Deliverables:

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- Electronic PDF versions of the preliminary project manual and specifications outline document will be prepared for distribution.

2.4 Construction Safety and Phasing Plan

Level of Service:

Prepare a draft CSPP narrative and phasing plan sheets in accordance with Airport Staff and AirTraffic Control Tower (ATCT) tower chief or staff discussions.

Deliverables:

- Electronic PDF versions of the CSPP narrative and phasing plan sheets for use at the pre-design meeting.

2.5 Preliminary Opinion of Probable Construction Cost

Level of Service:

Prepare the preliminary opinion of probable construction cost based on the conceptual design.

Deliverables:

- Electronic PDF versions of the preliminary opinion of probable construction cost estimate will be prepared for distribution.

Task 3 - Final Design

3.1 Construction Plans

Level of Service:

Develop geometric layouts, signage/marketing layouts, lighting, paving and grading concepts, drainage, typical sections with pavement and base designs. The construction plans will be developed following applicable FAA Advisory Circulars and Specifications. The anticipated construction plan sheets to be generated are as follows:

- Cover Sheet
- Project Drawing List
- Summary of Quantities
- Abbreviations/Legend
- Airspace Surface Protection Plan
- Phasing Plans
- Maintenance of Traffic Plans
- Boring Log & Pavement Cores
- Subsurface Utility Data
- Existing Conditions/Survey
- Erosion & Sedimentation Control Plan
- Erosion & Sedimentation Control Details
- Site Demolition Plans
- Site Demolition Details
- Geometry and Paving Plans
- PCC Pavement Jointing Plans
- PCC Jointing Details
- Paving Elevation Plans
- Pavement Sections
- Cross Sections
- Grading and Drainage Plans
- Drainage Profiles
- Grading and Drainage Details
- Drainage Structure Details
- Pavement Marking Plans
- Pavement Marking Details
- General Notes - Airfield Electrical
- Airfield Signage Modifications
- Airfield Signage Details
- Airfield Electrical Abbrev/Legend
- Airfield Electrical Demolition Plans
- Airfield Electrical Lighting Plans
- Airfield Electrical Details
- One Line Diagrams

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During the design process, the construction plans will be coordinated with the Airport and comments will be incorporated. Weekly project meetings will be coordinated either virtually or in person in order to accelerate the project schedule.

Deliverables:

- Electronic PDF versions of the construction plans will be prepared for distribution.
- Final plans will be delivered in AutoCAD/Civil 3D to the Airport.

3.2 Project Manual and Specifications

Level of Service:

The project specifications will be updated from the Preliminary Design draft to match final design plans and requirements. The updated set will use the standard specifications of FAA Advisory Circular 150/5370-10, latest edition current as of the date of this task order, adapted to the project including any approved modifications to standards.

Deliverables:

- Electronic PDF versions of the project manual and specifications document will be prepared for distribution.

3.3 Construction Safety and Phasing Plan

Level of Service:

Update the draft CSPP prepared during Preliminary Design and submit the final Construction Safety and Phasing Plan (CSPP) to the FAA's OE-AAA web site.

Deliverables:

- Electronic PDF versions of the CSPP narrative and phasing plan sheets as submitted to FAA.

3.4 Opinion of Probable Construction Cost

Level of Service:

Update the opinion of probable construction cost based on the final design. The Airport recognizes and agrees that EGS does not have control over Contractor's pricing strategies or costs and that estimate may vary from actual bid or construction costs.

Deliverables:

- Electronic PDF versions of the opinion of probable construction cost estimate will be prepared for distribution.

3.5 Design Review/Pre-Design Meeting

Level of Service:

Coordinate a pre-design meeting with the Airport, FAA, FDOT and other stakeholders as applicable. Prepare meeting agenda and handout documents. Attend meeting.

Deliverables:

- Electronic PDF versions of the agenda and meeting notes

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3.6 Engineer's Report

Level of Service:

Prepare the Engineer's Report for the project. The report will discuss design criteria, specific designsolutions, modifications to standards, design calculations, and construction time allowances.

Deliverables:

- Electronic PDF versions of the Engineer's Report will be prepared for distribution.

Task 4 - Bidding Services

4.1 Pre-Bid Meeting

Level of Service:

Attend one (1) pre-bid meeting with Airport and contractors. Prepare meeting agenda, sign-in sheet and meeting notes. The meeting notes and sign-in sheet will be electronically distributed to attendees.

Deliverables:

- Meeting agenda, sign-in sheet and notes distributed to meeting attendees.

4.2 Addenda Packages and Clarification Letters

Level of Service:

Prepare up to two (2) addenda packages and clarification letters in response to bidder questions under the direction of the Project Engineers as applicable.

Deliverables:

Responses to bidder questions and revisions to applicable construction plans and specifications.

4.3 Bid Opening, Tabulation of Bids and Recommendation of Award Letter

Level of Service:

Attend bid opening. Prepare a tabulation of bids and bidder submittal items. The recommendation letter will comment on the responsiveness and regularity of the bidders' submittal items, and either recommend award to the low responsive and responsible bidder or rejection of bids if none are acceptable.

Deliverables:

- Certified Bid Tabulation
- Evaluation of responsiveness
- Recommendation letter for award or if no bids are acceptable, for rejection.

OTHER SERVICES

1. Design Surveys

Level of Service:

Conduct design topographical surveys of the project limits under the direction of a Florida

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Registered Surveyor.

Deliverables:

- One (1) electronic file in AutoCAD/Civil 3D dwg format of topographic survey. Include ground surface contours/TIN in Civil3D format or LandXML format.
- Two (2) signed and sealed topographic survey drawing sheets. Prepared on 24” x 36” sheets. Horizontal scale as necessary for required detail. Drawing to show all line work for collected features.
- Text file of all data collected showing, Point Number, Northing, Easting, Description, and Elevation.

2. Design Geotechnical Exploration

Level of Service:

Conduct design geotechnical exploration and testing for the pavement design, site grading, drainage and storm water permitting by a Florida Registered Geotechnical Engineer and firm.

Deliverables:

- One (1) hard copy original signed and sealed geotechnical report will be submitted to the Airport, FAA and FDOT.
- Electronic PDF versions of the geotechnical report will be submitted to the Airport, FAA and FDOT.
- Field geotechnical exploration results.
- Laboratory testing results.
- Design geotechnical report.

3. Water Management Design and Environmental Resource Permitting

Level of Service:

Assist the Airport with Environmental Resource Permitting with the Southwest Florida Water Management District (SWFWMD) and with Sarasota County. Since Taxiway R5 will be relocated and with the apron expansion will remove current open space and flood storage, the following services are anticipated.

Calculations – Refine the Master Drainage Plan water quantity, event based calculations using the EPA SWMM master model for the airport. Three hyetographs will be used covering the 10-year, 25-year and 100-year recurrence interval, 24-hour duration events. These will be used to demonstrate to SWFWMD and Sarasota County that the quantity changes are accommodated in the airport’s master drainage system previously permitted as SWFWMD Permit No. 9458.045, and by Sarasota County on prior South Quadrant projects at the airport. Also, if necessary for FAA consideration, a separate calculation using the Rational Method with a 5-year event may be done. No continuous simulation EPA-SWMM water quality model updates are included. The ledger adjustment for water quality management is expected to be used and is included in this scope to demonstrate water quality requirements are met.

Permit Application – A permit application package for SWFWMD and for Sarasota County (water quantity management only) will be prepared. This scope anticipates that the application will be a minor modification done by letter report in both cases.

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Responses to Questions - This scope includes responses for up to two Requests for Additional Information from SWFWMD and one from Sarasota County. It also includes two meetings either at the airport or at the SWFWMD offices, and a third meeting with Sarasota County.

Deliverables:

- Permit minor modification applications and responses, and updated water quantity calculations.

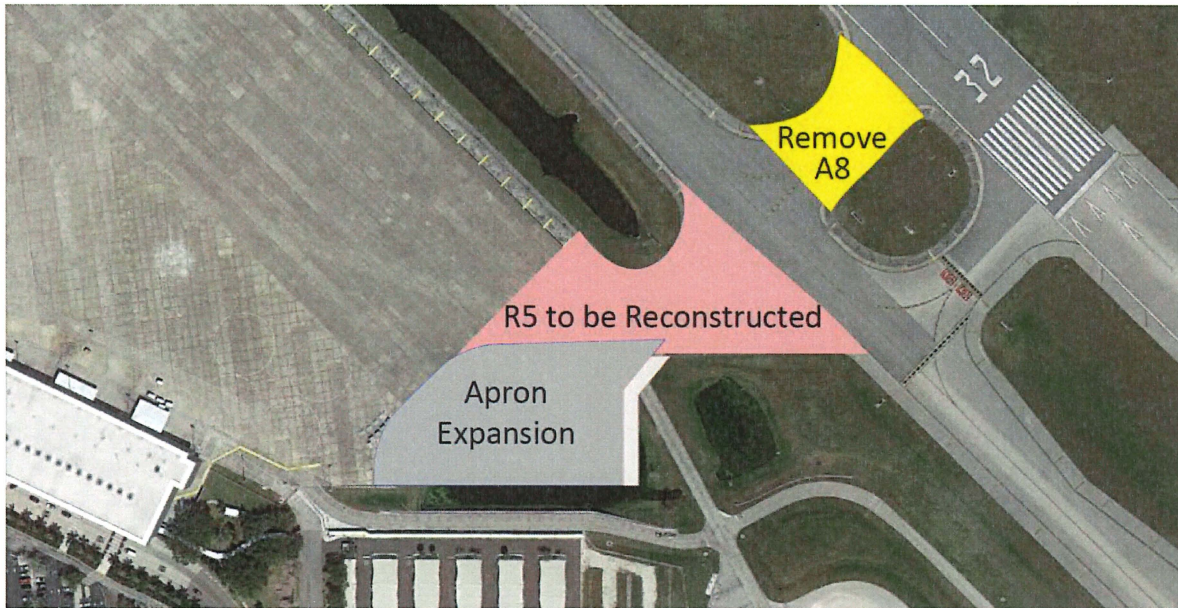
EXCLUDED SERVICES

1. SWFWMD or USACOE wetland identification, delineations, mapping, permitting and/or mitigation
2. Environmental Assessments beyond categorical exclusion evaluation
3. Hazardous materials studies or assistance
4. Permit fees
5. Sarasota County permitting beyond demonstrating water management remains consistent with the airport master drainage system
6. Manatee County Permitting
7. Continuous Simulation EPA SWMM modeling
8. Water Management permitting beyond letter modifications
9. ALP Updates, 5010 Data, Airport Diagram Updates, Updates to ADIP Data, or Updates to Published Procedures (TERPS, etc.)
10. Updates to Airfield Lighting Control and Monitoring System (ALCMS) shall be inclusive of changes required by reconstructing Taxiway R5, removing Taxiway A8 and expanding the Commercial Apron at SRQ and shall exclude ALCMS updates or changes not encompassed by this project.
11. High Mast lighting
12. Blast fence
13. Canopy/Walkway
14. Construction Phase services
15. This Scope of Services has been developed based on a single construction contract. Subdividing the program into multiple bid packages will be considered additional services and a scope and fee negotiated at the appropriate time.

End of Scope of Services

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SCOPE OF SERVICES
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ATTACHMENT 1 - PROJECT AREA
Commercial Apron Expansion/Taxiway R5 Rehabilitation and Removal of Taxiway A8



FEE SUMMARY
Sarasota Bradenton International Airport
Commercial Apron Expansion/Taxiway R5 Relocation
Design, Permitting & Bidding Services

Task	Task Description	Fee	Total Hours	Project Manager	Chief Engineer	Senior Engineer	Senior Engineer - KHA	Engineer	Admin - KHA	Designer	Admin	EOR/ Electrical	EOR/ Structural
				\$250	\$250	\$170	\$202	\$135	\$74	\$105	\$97	\$250	\$250
TASK 1 - PRELIMINARY PROJECT ENGINEERING ACTIVITIES													
1.1	Data Collection & Conduct Visual Site Reconnaissance	\$ 5,705	29		2			4	2	4	1	16	
1.2	Plan and Coordinate Design Survey and Design Geotech	\$ 2,342	12	4	2				2		2		2
	Sub-Total:	\$ 8,047	41	4	4	0	0	4	4	4	3	16	2
TASK 2 - PRELIMINARY DESIGN													
2.1	Construction Plans	\$ 37,276	166	94	48	0	0	0	24	0	0	0	0
	Cover Sheet	\$ 690	6	0	0	0	0	2	0	4	0	0	0
	Project Drawing List	\$ 1,784	14	0	0	0	2	4	0	8	0	0	0
	Summary of Quantities	\$ 5,430	44	0	0	0	0	27	0	17	0	0	0
	Abbreviations/Legend	\$ 750	6	0	0	0	0	4	0	2	0	0	0
	Contract Layout Plan	\$ 750	6	0	0	0	0	4	0	2	0	0	0
	Airspace Surface Protection Plan	\$ 1,348	8	0	0	0	4	4	0	0	0	0	0
	Phasing Plans	\$ 3,506	22	0	0	0	8	14	0	0	0	0	0
	Maintenance of Traffic Plans	\$ 3,506	22	0	0	0	8	14	0	0	0	0	0
	Boring Log and Pvmt. Cores	\$ 460	3	0	1	0	0	0	0	2	0	0	0
	Subsurface Utility Data	\$ 460	3	0	1	0	0	0	0	2	0	0	0
	Existing Conditions/Survey	\$ 1,484	10	0	0	0	2	8	0	0	0	0	0
	Erosion and Sed. Control Plan	\$ 1,420	8	0	4	0	0	0	0	4	0	0	0
	Erosion and Sed. Control Details	\$ 1,210	6	0	4	0	0	0	0	2	0	0	0
	Site Demolition Plans	\$ 8,948	43	0	0	0	4	14	0	0	0	8	17
	Site Demolition Details	\$ 4,674	20	0	0	0	2	2	0	0	0	8	8
	Geometry and Paving Plans	\$ 4,586	30	0	0	0	8	22	0	0	0	0	0
	PCC Pavement Jointing Plans	\$ 5,531	37	0	0	0	8	29	0	0	0	0	0
	PCC Jointing Details	\$ 944	6	0	0	0	2	4	0	0	0	0	0
	Paving Elevation Plans	\$ 5,261	35	0	0	0	8	27	0	0	0	0	0
	Pavement Sections	\$ 944	6	0	0	0	2	4	0	0	0	0	0
	Cross Sections	\$ 1,890	14	0	0	0	0	14	0	0	0	0	0
	Grading and Drainage Plans	\$ 5,590	38	0	4	0	0	34	0	0	0	0	0
	Drainage Profiles	\$ 3,294	20	0	4	0	2	14	0	0	0	0	0
	Grading and Drainage Details	\$ 2,349	13	0	4	0	2	7	0	0	0	0	0
	Drainage Structure Details	\$ 6,640	33	0	2	0	0	14	0	0	0	17	0
	Pavement Marking Plans	\$ 3,506	22	0	0	0	8	14	0	0	0	0	0
	Pavement Marking Details	\$ 1,753	11	0	0	0	4	7	0	0	0	0	0

FEE SUMMARY
Sarasota Bradenton International Airport
Commercial Apron Expansion/Taxiway R5 Relocation
Design, Permitting & Bidding Services

Task	Task Description	Fee	Total Hours	Project Manager	Chief Engineer	Senior Engineer	Senior Engineer - KHA	Engineer	Admin - KHA	Designer	Admin	EOR/ Electrical	EOR/ Structural
				\$250	\$250	\$170	\$202	\$135	\$74	\$105	\$97	\$250	\$250
	General Notes - Airfield Electrical	\$ 1,040	6	0	0	0	0	4	0	0	0	2	0
	Airfield Signage Modifications	\$ 1,945	11	0	0	0	0	7	0	0	0	4	0
	Airfield Signage Details	\$ 1,945	11	0	0	0	0	7	0	0	0	4	0
	Airfield Electrical Abbrev/Legend	\$ 770	4	0	0	0	0	2	0	0	0	2	0
	Airfield Electrical Demolition Plans	\$ 5,645	35	0	0	0	0	27	0	0	0	8	0
	Airfield Electrical Lighting Plans	\$ 5,645	35	0	0	0	0	27	0	0	0	8	0
	Airfield Electrical Details	\$ 2,890	18	0	0	0	0	14	0	0	0	4	0
	One Line Diagrams	\$ 2,945	15	0	0	0	0	7	0	0	0	8	0
2.2	Project Manual and Specifications	\$ 7,783	42	7	0	0	0	5	0	0	14	8	8
2.3	Modifications to Standards	\$ 4,858	28	14	0	0	0	0	0	0	14	0	0
2.4	Construction Safety and Phasing Plan (CSPP)	\$ 7,145	39	14	0	0	8	10	0	0	7	0	0
2.5	Opinion of Probable Construction Costs	\$ 12,898	85	4	0	0	17	20	0	34	2	4	4
2.6	Design Review/Pre-design Meeting	\$ 1,638	9	5	0	0	0	0	0	0	4	0	0
2.7	Engineers Report	\$ 3,500	14	14	0	0	0	0	0	0	0	0	0
Sub-Total:		\$ 176,631	1004	152	72	0	99	417	24	77	41	85	37

TASK 3 - FINAL DESIGN

3.1	Construction Plans	\$ 24,684	110	62	32	0	0	0	16	0	0	0	0
	Cover Sheet	\$ 450	4	0	0	0	0	1	0	3	0	0	0
	Project Drawing List	\$ 1,304	10	0	0	0	2	2	0	6	0	0	0
	Summary of Quantities	\$ 3,585	29	0	0	0	0	18	0	11	0	0	0
	Abbreviations/Legend	\$ 480	4	0	0	0	0	2	0	2	0	0	0
	Contract Layout Plan	\$ 480	4	0	0	0	0	2	0	2	0	0	0
	Airspace Surface Protection Plan	\$ 876	5	0	0	0	3	2	0	0	0	0	0
	Phasing Plans	\$ 2,427	15	0	0	0	6	9	0	0	0	0	0
	Maintenance of Traffic Plans	\$ 2,427	15	0	0	0	6	9	0	0	0	0	0
	Boring Log and Pwmt. Cores	\$ 460	3	0	1	0	0	0	0	2	0	0	0
	Subsurface Utility Data	\$ 460	3	0	1	0	0	0	0	2	0	0	0
	Existing Conditions/Survey	\$ 1,214	8	0	0	0	2	6	0	0	0	0	0
	Erosion and Sed. Control Plan	\$ 815	5	0	2	0	0	0	0	3	0	0	0
	Erosion and Sed. Control Details	\$ 710	4	0	2	0	0	0	0	2	0	0	0
	Site Demolition Plans	\$ 6,071	29	0	0	0	3	9	0	0	0	6	11
	Site Demolition Details	\$ 3,539	15	0	0	0	2	1	0	0	0	6	6
	Geometry and Paving Plans	\$ 3,237	21	0	0	0	6	15	0	0	0	0	0
	PCC Pavement Jointing Plans	\$ 3,777	25	0	0	0	6	19	0	0	0	0	0

FEE SUMMARY
Sarasota Bradenton International Airport
Commercial Apron Expansion/Taxiway R5 Relocation
Design, Permitting & Bidding Services

Task	Task Description	Fee	Total Hours	Project Manager	Chief Engineer	Senior Engineer	Senior Engineer - KHA	Engineer	Admin - KHA	Designer	Admin	EOR/ Electrical	EOR/ Structural
				\$250	\$250	\$170	\$202	\$135	\$74	\$105	\$97	\$250	\$250
4	Water Management Design and Environmental Resource Permitting	\$ 45,940	254	24	40	150		8		32			
5	Direct Expenses: Printing and Reproduction	\$ 2,000											
Sub Total:		\$ 96,251	254	24	40	150	0	8	0	32	0	0	0
TOTAL FEE \$		420,609	2,073	318	165	158	175	710	44	168	86	174	75

5471 W. Waters Avenue Suite 100 Tampa Florida 33634
Main: 813 582 4636



VIA E-Mail
June 16, 2021; Revised June 17, 2021, June 29, 2021

Mr. Kelly Rubino
EG Solutions Inc.
9015 Town Center Parkway; Suite 106
Lakewood Ranch, FL 34202

Proposal for Geotechnical and Pavement Exploration
SRQ Commercial Apron Expansion
6000 Airport Circle
Sarasota, Sarasota County, Florida
Colliers Engineering & Design Proposal No.: 21002043P

Dear Kelly,

Colliers Engineering & Design, Inc. (DBA Maser Consulting) is pleased to submit this proposal to provide geotechnical and pavement exploration for a proposed apron expansion adjacent to existing Taxiway R5.

Information collected for this project included a request for proposal (RFP) by EG Solutions dated June 10, 2021, as well as revised discussion on June 17, 2021 and June 29, 2021. The RFP specified the requested exploration/testing scope, and was slightly modified with the June 17 and June 29 discussions. The services herein have been proposed in accordance with this information.

This proposal is divided into four sections as follows:

Section I – Scope of Services

Section II – Business Terms and Conditions

Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses

Section IV – Client Contract Authorization

The order in which the following scope of services are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design to meet project schedules.

Section I – Scope of Services

Based on our conversations and information noted above, we propose to complete the following:

Maser Consulting is now Colliers Engineering & Design

Accelerating success.

TASK G600 – Geotechnical Exploration

We will perform a geotechnical exploration in accordance with sound engineering practice and state/local regulations and the RFP from EG Solutions Inc. We have assumed that the site will be accessible to truck-mounted drilling equipment.

1. We will provide a subcontractor to mobilize truck-mounted drilling equipment to perform 15 Standard Penetration Test (SPT) borings to a depth of 10 feet below ground surface (BGS) with continuous sampling.
2. Perform eight (8) pavement cores on the surface and base course on various asphaltic pavements.
3. Perform four (4) pavement cores in the concrete apron.
4. Laboratory testing requested includes:
 - A. A moisture content test for each of the SPT samples (estimated 75 tests)
 - B. A sieve analysis on representative samples of encountered strata (estimated 10 tests)
 - C. Atterberg limits tests on plastics encountered (estimated 4 tests)
 - D. California Bearing Ratio tests (estimated 3 tests)
 - E. Split tensile strength tests on concrete samples from apron (4 tests)
5. The subsurface exploration program will be performed under the full-time supervision of a geotechnical specialist, who will observe and log the explorations, collect soil samples, and will be acting under the direction of a licensed geotechnical engineer. Explorations will be field-located by our representative using hand-held GPS equipment and/or measuring from existing site features using conventional taping methods.
6. We will prepare a report that contains the results of the field and laboratory testing, and our general site preparation recommendations for the project, which will likely include but may not be limited to:
 - a. Individual soil profile logs, including groundwater levels.
 - b. Earthwork recommendations, including suitability of on-site materials for re-use as structural fill or backfill and compaction requirements.
 - c. Recommended modulus of subgrade reaction (“k” value)
 - d. Control of surface water and groundwater general recommendations.
 - e. Laboratory test results including concrete tensile and flexural strengths.

PROCEDURES

Our contractor shall be responsible for requesting public utility mark-out; however, the client shall be responsible for providing us with available information for private on-site utilities. If such utility information is not available, we recommend that Level ‘B’ designation of private utilities be performed, which is excluded from the scope of this proposal. Regardless of the level of effort to identify and locate existing utilities, we cannot be held responsible for damage to utilities that are not marked, incorrectly marked, or otherwise not physically exposed by Level ‘A’ designating techniques.

Due to the nature of the work, some disturbance and settlement should be anticipated at and between the exploration locations. It will be the option of the client to maintain the grade at each test location should settlement occur. This proposal excludes site restoration other than backfilling the explorations with the excavated soils and repair of boreholes in existing pavement areas with cold-patch asphalt or quickset concrete.

This proposal assumes that the exploration can be performed during normal business hours and that no safety training programs or any other meeting time will be necessary for the drilling/exploration crew.

The Client will provide right of entry to the site as well as any associated project information. The client agrees to indemnify, hold harmless, and defend Colliers Engineering & Design (CED) and any of CED's employees from and against all loss, injury, damage and legal liability, including attorney's fees and other costs of defense arising out of any structural damage, utility damage, or boring settlement.

The test borings will each be advanced utilizing mud-rotary drilling techniques. Representative soil samples will be obtained continuously in the top ten feet. Soil samples will be obtained from within the borehole by means of a standard two-inch outside-diameter split spoon sampler advanced in accordance with ASTM Designation D-1586 for the Standard Penetration Test.

If conditions encountered differ significantly from those anticipated, and as a result would increase the scope of our work, we will notify you immediately and provide a new scope of work for your authorization so as to continue with work.

Soil samples will be classified in the field and returned to our laboratory for further review and evaluation, as necessary. The samples will be stored for a period of 60 days from the date of our report, unless otherwise negotiated with the Client.

The results of our services will be presented in a written report at the conclusion of our exploration and evaluation program. The report will include a test location plan showing the location of the field explorations, detailed logs and our specific conclusions and recommendations. We will address, in detail, the work outlined in our Scope of Services.

TASK G601 – GEOTECHNICAL CONSULTATION

This Task will be to provide additional engineering consultation beyond the scope of Task G600 of this proposal. This includes but may not be limited to providing report revisions, additional engineering input, design analyses, and brainstorming, including participation in design team meetings and teleconferences, as the design team works towards finalizing an appropriate design.

Since it is impossible to anticipate the amount of time necessary we will bill this phase of work on an hourly basis in accordance with our Fee Schedule.

Schedule of Fees

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

Phase Name	Fee
G600 – Geotechnical Exploration (Lump Sum)	\$16,200.00
G601 – Geotechnical Consultation (Time and Materials, Allowance)	\$3,000.00

This Contract and Fee Schedule are based upon the acceptance of CED's Business Terms and Conditions contained in Section II of this Contract.

Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined above in Section I;
- Location of public or private utilities.
- Any permits required to complete the work described herein.
- Professional survey of exploration locations and elevations.
- Structural calculations, designs, or preparation of plans for foundation systems, special structures and/or retaining walls, if required for construction and/or by the various review agencies. We can prepare a separate proposal, if requested.
- Any specialized laboratory testing that may be warranted due to subsurface conditions encountered. A separate proposal will be prepared if subsurface soil conditions warrant such laboratory testing.
- Any exploratory or testing work, interpretations, or conclusions related to the determination of potential chemical, toxic, radioactive, or other type of contaminants on site.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.

Section III – Rate Schedule

Technical Staff Rates 2021

Billing Titles	Hourly Rates
Executive Principal	280.00
Senior Principal	250.00
Principal	230.00
Senior Technical Director	215.00
Senior Project Manager	200.00
Technical Director	190.00
Project Manager	180.00
Senior Project Specialist	170.00
Project Specialist	160.00
Technical Professional	150.00
Technical Specialist	140.00
Specialist	130.00
Senior Data Technician	120.00
Senior Technical Assistant	110.00
Technical Assistant	100.00
Field Technician	90.00
Data Technician	85.00
Survey Crew – 1 Man w/Robotic Equipment	185.00
Additional Survey Crew Member	40.00
SUE Crew (designating) – 1 Man	125.00
Additional (designating) Member	45.00
SUE Crew (locating) – 2 Man	180.00
Additional (locating) Member	40.00
Expert Witness	355.00
Sr. LSRP	280.00
LSRP	220.00

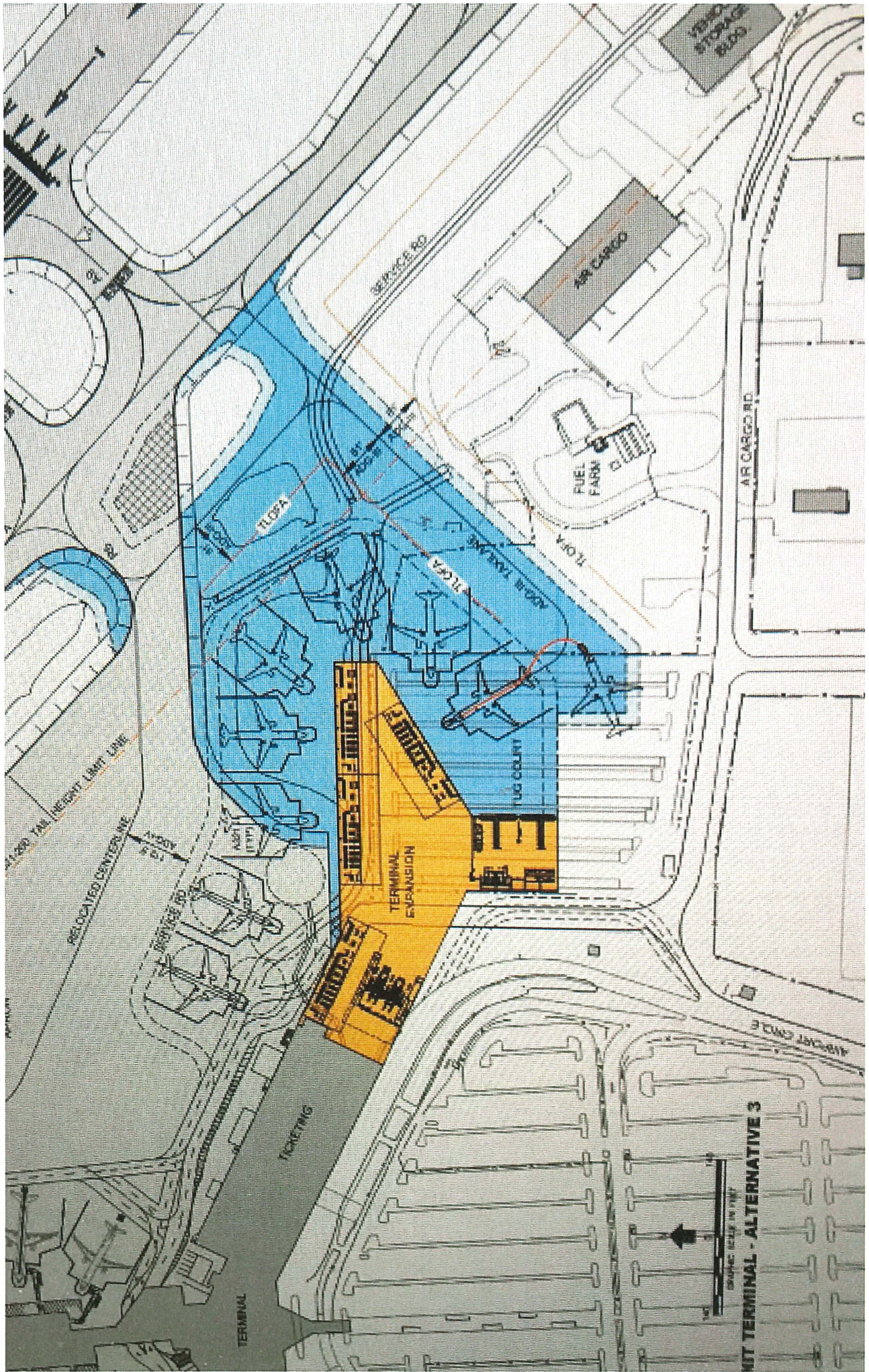
Reimbursable Expenses

General Expenses	Cost + 15%
Travel (Hotel, Airfare, Meals)	Cost + 15%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	3.95 / Each
Computer Mylars / Color Plots	75.00 / Each
Photocopies	0.18 / Each
Color Photocopies	1.95 / Each
Document Binding	3.75 / Each
Portable Media	75.00 / Each
Exhibit Lamination (24" x 36" or larger)	75.00 / Each
Initial Digital Signature	250.00
Additional Digital Signatures	60.00 / Each
Mileage Reimbursement*	0.56 / Per Mile
	Field Vehicle 0.75 / Per Mile

*Mileage reimbursement subject to change based upon IRS standard mileage rate.

Master Schedule

Rates are effective through December 31, 2021



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July 1, 2021

Mr. Kelly Rubino, PE
EG Solution, Inc.
9015 Town Center Parkway, Suite 106
Lakewood Ranch, FL 33202

Re: Proposal for Professional Surveying Services
**SRQ Ground Loading Terminal Expansion & Commercial Apron Expansion:
Topographic Survey**
Manatee County, Florida

Dear Mr. Rubino:

Pursuant to the information you provided, Hyatt Survey Services, Inc. is pleased to submit this proposal for the following professional surveying services required on the above-referenced project:

SCOPE OF SERVICES

I. Topographic Survey:

- A. Hyatt Survey will perform a Topographic Survey of the areas referenced above as located within the Sarasota Bradenton International Airport property and depicted on the attached exhibit. (Approx. 22.0 ac.)
- B. Establish horizontal and vertical control;
- C. Obtain topography at 25-foot grid intervals; 10' grid interval on apron paving.
- D. Locate above ground and visible physical features within the Survey Project Area such as grade breaks, swales (including top of bank, toe of slope and flow line), mounds, edges of pavement, airfield signs, lights, navigational aids, edge of buildings or structures;
- E. Locate drainage culverts (including inverts, length, size and type) drainage structures such as headwalls, end walls, mitered end sections, etc. (including size, top elevation, invert elevation, clear opening, and inlet/outlet pipe inverts, size, and type);
- F. Locate electrical hand holes, manholes and duct bank markers, above ground utility facilities and other miscellaneous objects within the Survey Project Area.
- G. All data will be referenced to Florida State Plane Coordinates, Fl. West Datum.
- H. All vertical data will be referenced the NAVD 1988.

DELIVERABLES:

- 1. One (1) electronic file AutoCAD/Civil 3D dwg format of topographic survey. Include ground surface contours/TIN in Civil 3D format, all data on State Plane Coordinates;
- 2. Two (2) digitally signed and sealed copies of the topographic survey at a horizontal scale appropriate for required detail. Drawing will show all line work for collected features;

SCHEDULE:

- 1. This project will require sixty (60) calendar days to complete from our receipt of a written "notice to proceed."



Mr. Kelly Rubino, PE
EG Solution, Inc.
July 1, 2021
Page 2

Hyatt Survey proposes to provide these services for the lump sum fees as follows:

1. Topographic Survey

- a. Ground Terminal Loading Expansion Area: \$ 9,243.61
- b. Commercial Apron Expansion Area #1: \$ 19,867.93
- c. Commercial Apron Expansion Area #2: \$ 6,084.79

All work will be performed in accordance with the standards of practice outlined in Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

If you have any questions or comments, please do not hesitate to contact me at 941-748-4693. I look forward to working with you on this project.

Sincerely,
HYATT SURVEY SERVICES, INC.

Pamela A. Hyatt

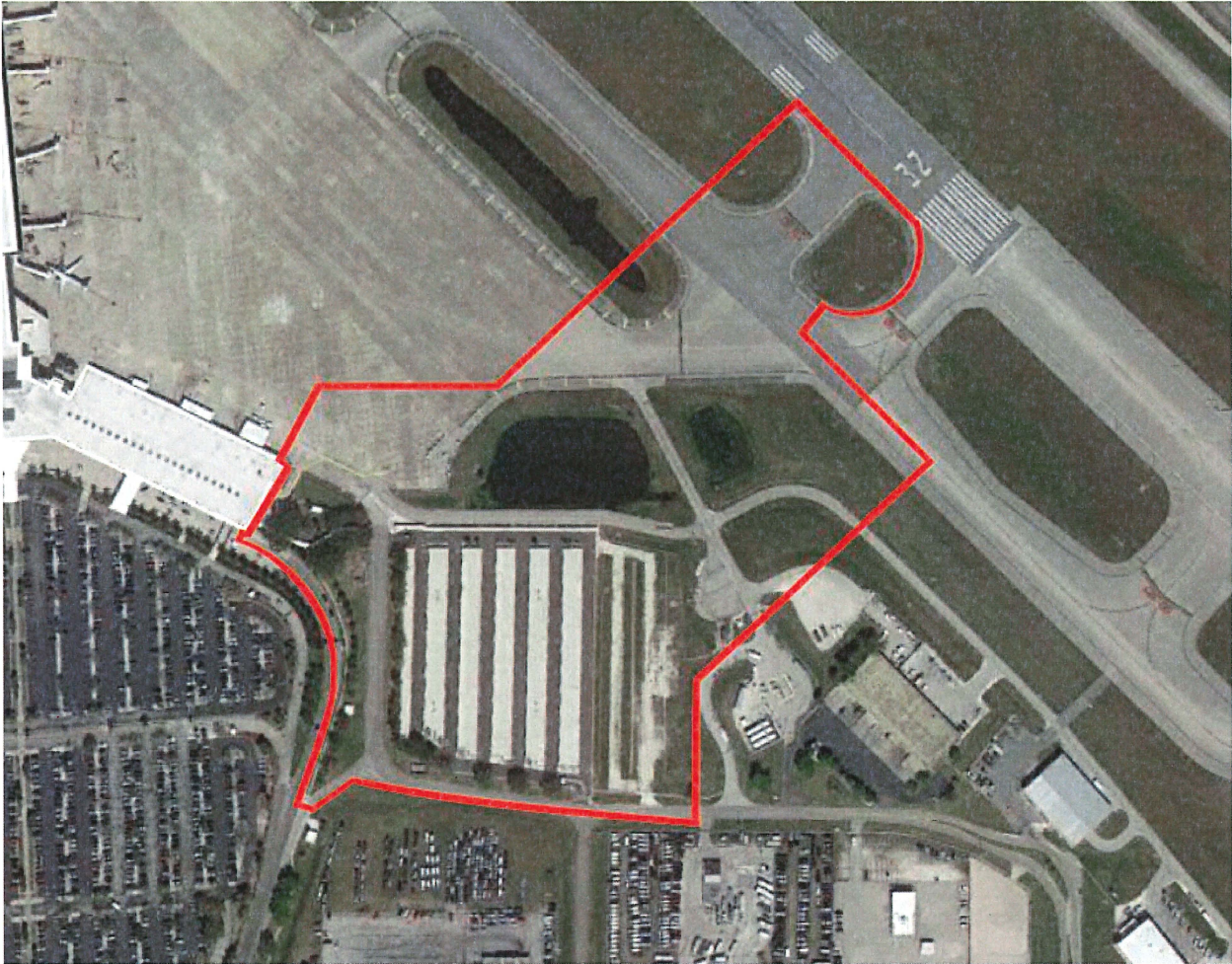
Pamela A. Hyatt, P.S.M.
President

Accepted by: **EG Solution, Inc.**

Sign here: _____ Date: _____

Print name here: _____

Exhibit A





Fee Schedule:

Project Fee Proposal - Hyatt Survey - Fee Detail Sheet								
Ground Loading Terminal Expnsion								
Sarasota Bradenton International Airport								
6/4/2021								
Scope/Task	Principle / PSM	Sr. Project Manager / PSM	PSM / Project Manager	Survey Technician / CADD	Admin	2 Man Survey Crew	3 Man Survey Crew	Total
Surveying & Mapping: HYATT SURVEY SERVICES	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task 1 - Topographic Survey								
1.1 Topographic Survey within survey limits:	0	1	4	32	1	32	0	70
								0
Subtotal Hours	-	1.00	4.00	32.00	1.00	32.00	-	70
Rate	\$ 256.70	\$ 207.25	\$ 146.02	\$ 113.89	\$ 45.56	\$ 148.82	\$ 184.76	
Subtotal Direct Labor	\$ -	\$ 207.25	\$ 584.08	\$ 3,644.48	\$ 45.56	\$ 4,762.24	\$ -	\$ 9,243.61
Subtotal Burdened Labor @		0.00						\$ -

Project Fee Proposal - Hyatt Survey - Fee Detail Sheet								
SRQ Commercial Apron Expnsion								
Sarasota Bradenton International Airport								
6/11/2021								
Scope/Task	Principle / PSM	Sr. Project Manager / PSM	PSM / Project Manager	Survey Technician / CADD	Admin	2 Man Survey Crew	3 Man Survey Crew	Total
Surveying & Mapping: HYATT SURVEY SERVICES	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task 1 - Topographic Survey								
1.1 Topographic Survey within survey limits:	0	1	6	60	1	80	0	148
								0
Subtotal Hours	-	1.00	6.00	60.00	1.00	80.00	-	148
Rate	\$ 256.70	\$ 207.25	\$ 146.02	\$ 113.89	\$ 45.56	\$ 148.82	\$ 184.76	
Subtotal Direct Labor	\$ -	\$ 207.25	\$ 876.12	\$ 6,833.40	\$ 45.56	\$ 11,905.60	\$ -	\$ 19,867.93
Subtotal Burdened Labor @		0.00						\$ -

Project Fee Proposal - Hyatt Survey - Fee Detail Sheet								
Apron Expnsion								
Sarasota Bradenton International Airport								
6/4/2021								
Scope/Task	Principle / PSM	Sr. Project Manager / PSM	PSM / Project Manager	Survey Technician / CADD	Admin	2 Man Survey Crew	3 Man Survey Crew	Total
Surveying & Mapping: HYATT SURVEY SERVICES	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task 1 - Topographic Survey								
1.1 Topographic Survey within survey limits:	0	1	3	16	1	24	0	45
								0
Subtotal Hours	-	1.00	3.00	16.00	1.00	24.00	-	45
Rate	\$ 256.70	\$ 207.25	\$ 146.02	\$ 113.89	\$ 45.56	\$ 148.82	\$ 184.76	
Subtotal Direct Labor	\$ -	\$ 207.25	\$ 438.06	\$ 1,822.24	\$ 45.56	\$ 3,571.68	\$ -	\$ 6,084.79
Subtotal Burdened Labor @		0.00						\$ -