

**ENGINEERING AGREEMENT BETWEEN
CHARLOTTE COUNTY AIRPORT AUTHORITY
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

THIS AGREEMENT made and entered into this 12th day of October 2023, by and between the CHARLOTTE COUNTY AIRPORT AUTHORITY, operator of the Punta Gorda Airport, a political subdivision of the State of Florida, hereinafter called the "AUTHORITY", and KIMLEY-HORN ASSOCIATES, INC., a Florida corporation authorized to do business in the State of Florida, hereinafter called the "CONSULTANT".

WITNESSETH:

ARTICLE I

The AUTHORITY hereby retains the CONSULTANT to furnish professional engineering services for the Taxiway A and C Reconstruction and Reconfiguration of Taxiway C/D Intersection.

ARTICLE II

Scope of Work and Fee by CONSULTANT

The services that the CONSULTANT shall furnish to the AUTHORITY includes, Design, Permitting, Bidding Assistance, Construction Services and Project Closeout. The Scope of Work is attached as Exhibit "A". The CONSULTANT fee is attached as Exhibit "B".

ARTICLE III

Project Schedule

The CONSULTANT shall perform the services outlined under Article II of this Agreement in a timely manner consistent with the Project Schedule, attached as Exhibit "C".

ARTICLE IV

Joint Cooperation

CONSULTANT shall maintain the closest collaboration and cooperation with representatives of the AUTHORITY. The AUTHORITY will be entitled at all times to be informed, upon written or verbal request, of the status of work done by the CONSULTANT and of the details thereof. The AUTHORITY shall furnish to the CONSULTANT any pertinent existing information deemed necessary by the CONSULTANT to be relevant to the execution of the Project. The AUTHORITY will have the right to inspect the work of the CONSULTANT at any time.

ARTICLE V

Specialty Consultants

Determination of the need for and selection of Specialty Consultants shall be made jointly by the CONSULTANT and the AUTHORITY.

ARTICLE VI

Ownership and Reuse of Documents

All tracings, plans, specifications, maps, computer programs and data prepared or obtained under a specific Assignment of this Agreement shall remain the property of the AUTHORITY without restriction or limitation on their use. A set of reproducible drawings shall be provided for the AUTHORITY's files. However, any use of plans and specifications except the use specifically intended by these documents will be at the AUTHORITY's sole risk and the AUTHORITY will indemnify the CONSULTANT from any and all claims and liabilities which may result from re-use of work documents for purposes other than that intended by this Agreement.

ARTICLE VII

Claims

Claims arising from changes or revisions made by the CONSULTANT at the AUTHORITY's request shall be presented to the AUTHORITY before work starts under the changed condition. In any case, where the CONSULTANT deems that extra compensation is due for work not covered herein, or in the Supplemental Agreement, the CONSULTANT shall notify the AUTHORITY in writing of its intention to make claim for extra compensation before work begins on which the claim is based. If such notification is not given and the AUTHORITY is not afforded proper facilities by the CONSULTANT for keeping strict account of actual costs, then the CONSULTANT may waive their request for such extra compensation. However, the AUTHORITY is not obligated to pay the CONSULTANT if the AUTHORITY is not notified as described above. The CONSULTANT may refuse to perform additional work requested by the AUTHORITY until appropriate agreement is executed by the parties. Such notice by the CONSULTANT and the fact that the AUTHORITY has kept account of the costs as aforesaid shall not in any way be construed as proving the validity of the claim.

ARTICLE VIII

Laws and Ordinances

The CONSULTANT shall comply with all Federal, State and local laws and ordinances applicable to the work including but not limited to those identified in the FAA Contract Provision Guidelines attached hereto as Exhibit "D".

The laws of the State of Florida shall govern this AGREEMENT. Venue for any actions arising under this AGREEMENT shall be exclusively in the courts of Charlotte County Florida

ARTICLE IX

Assignment

Except as provided in any Supplemental Agreement, the CONSULTANT shall not sublet, assign or transfer any work under this Agreement without the written consent of the AUTHORITY.

ARTICLE X

Termination

- (1) This Agreement may be terminated by the AUTHORITY without cause, with thirty (30) days prior written notice of such termination. In the event the AUTHORITY terminates or suspends this Agreement or parts thereof, the CONSULTANT shall be compensated for services rendered up to the time of such notice of termination on a quantum merit basis and documents shall remain the property of the AUTHORITY as outlined in Article VI.
- (2) This Agreement may not be terminated by CONSULTANT. If CONSULTANT terminates or fails to complete this contract without cause, the AUTHORITY shall have full authority to appropriate or retain use all tracings, plans, specifications, maps, computer programs and data prepared or obtained under a specific Supplemental to this Agreement and may enter into an agreement with others for the completion of the work under this contract. All costs and damages incurred by the AUTHORITY because of such termination by the CONSULTANT, including the cost of completing the work under this contract or any supplemental agreement thereto, shall be charged to the CONSULTANT. In case the expense so incurred by the AUTHORITY is less than the sum which would have been payable to the CONSULTANT if the work had been completed under this contract, the CONSULTANT shall not receive the difference. In case the expense exceeds the sum which would have been payable under the contract, then the CONSULTANT shall be liable to pay the AUTHORITY such excess.

ARTICLE XI

Reimbursement

The AUTHORITY will pay the CONSULTANT in accordance with the covenants of the applicable Supplemental Agreement covering the specific assignment involved.

ARTICLE XII

Truth in Negotiations

The CONSULTANT warrants that the wage rates and other factual unit costs supporting the lump sum compensation for each Supplemental Agreement are accurate, complete and current at the time of contracting and that the original contract price and any additions thereto shall be adjusted to exclude any significant sums where the AUTHORITY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

ARTICLE XIII

Prohibition Against Contingent Fees

The CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee of the CONSULTANT any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE XIV

Certification of Restrictions on Lobbying

The CONSULTANT agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the CONSULTANT to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any FDOT Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

ARTICLE XV

Access to Records

The AUTHORITY, FAA, FDOT and any other duly authorized representative shall have access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to a specific Grant Program or supplemental to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions. The CONSULTANT shall maintain all project records for three (3) years after final payment is made and after all other pending matters are closed, whichever is later.

ARTICLE XVI

FAA, FDOT and DOT

In this Agreement, reference is made to the Federal Aviation Administration as FAA; Florida Department of Transportation as FDOT; and the United States Department of Transportation as DOT.

ARTICLE XVII

Title VI Assurances

The provisions of Exhibit "E", included and attached herein, are incorporated by reference into this Agreement.

ARTICLE XVIII

Insurance

The CONSULTANT shall provide insurance in accordance with Exhibit "F".

ARTICLE XIX

Certification of Engineer

The provisions of Attachments "A", "B", "C", "D", "E" and "F", included and attached herein; are incorporated by reference into this Agreement.

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

ATTEST:

CHARLOTTE COUNTY AIRPORT AUTHORITY

By: Kelley McLaughlin

By: [Signature]

APPROVED AS TO FORM:

[Signature]
Authority Attorney

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

By: [Signature]

By: [Signature]

Exhibit "B" Consultant Fee

PROJECT SUMMARY

TAXIWAY A AND C RECONSTRUCTION AND RECONFIGURATION OF TAXIWAY C/D INTERSECTION PUNTA GORDA AIRPORT

		Total Fee	Kimley-Horn & Associates	SED	Hyatt Survey	Tierra, Inc.	Diversified Professional Services	Madrid Engineering Group
	Basic Services - Lump Sum							
TASK 1	Preliminary Design	\$ 337,605	\$ 337,605					
TASK 2	Final Design	\$ 338,235	\$ 338,235					
TASK 3	Bidding Phase	\$ 18,135	\$ 18,135					
TASK 4	Construction Administrative Services	\$ 230,920	\$ 230,920					
TASK 5	Project Closeout	\$ 14,370	\$ 14,370					
	Basic Services - Not to Exceed							
TASK 1	Preliminary Engineering Activities	\$ 1,484	\$ 1,484					
TASK 2	Design Phase	\$ 852	\$ 852					
TASK 3	Bidding Phase	\$ 284	\$ 284					
TASK 4	Construction Administrative Services	\$ 5,016	\$ 5,016					
TASK 5	Project Closeout	\$ 568	\$ 568					
	Other Services - Lump Sum							
	Site Survey - Hyatt (DBE)	\$ 75,893			\$ 75,893			
	Stormwater Modeling and Permitting - SED	\$ 22,400		\$ 22,400				
	Geotechnical Investigation - Tierra	\$ 65,752				\$ 65,752		
	Other Services - Not To Exceed							
	Pavement Borings and Cores - DPS (DBE)	\$ 25,341					\$ 25,341	
	Geotechnical Quality Assurance Testing - Tierra	\$ 10,064				\$ 10,064		
	Stormwater ERP Fee - SED	\$ 3,000		\$ 3,000				
	Quality Assurance Testing - Madrid (DBE)	\$ 87,841						\$ 87,841
	TOTALS	\$ 1,237,760	\$ 947,469	\$ 25,400	\$ 75,893	\$ 75,816	\$ 25,341	\$ 87,841