

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING DESIGN SERVICES
FOR
TAXIWAY ALPHA REHABILITATION AND RECONSTRUCTION
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

This Professional Service Agreement (this "Agreement") for Professional Engineering Design Services made and entered into this 12 day of June, 2025 (the "Effective Date"), by and between the Sarasota Manatee Airport Authority, an Independent Special District of the State of Florida, (hereinafter referred to as the "Authority"), and Kimley-Horn and Associates, Inc., a corporation of the State of North Carolina, authorized to do business in the State of Florida (hereinafter referred to as the "Consultant"), collectively hereinafter referred to as the "Parties".

WITNESSETH

WHEREAS, the Authority desires to retain professional engineering design services for the rehabilitation and reconstruction of Taxiway Alpha at the Sarasota Bradenton International Airport (hereinafter "Services"); and

WHEREAS, the Consultant certifies to the Authority that the Consultant possesses the required business and professional licenses required by all government agencies responsible for licensing and regulating said Services; and

WHEREAS, the Consultant certifies to the Authority that the Consultant is willing and able to provide sufficient properly licensed personnel with the knowledge, training and experience required to effectively and efficiently provide the Services; and

WHEREAS, the Consultant was selected by the Authority to provide the Services in accordance with the specifications of the Authority's RFQ RFQ-01-2025-TWA, "Engineering Design Services for Taxiway Alpha Rehabilitation/Reconstruction", dated February 28, 2025 ("RFQ"), which RFQ is incorporated herein in its entirety as Attachment A to this Agreement; and

WHEREAS, the Consultant presented a proposed scope of services to the Authority for the Services, dated May 12, 2025 ("Scope of Services"), which Scope of Services is incorporated herein in its entirety as Attachment B to this Agreement,

NOW, THEREFORE, for and in consideration of the terms, covenants, and conditions contained in this Agreement, the Parties heretofore agree as follows:

**ARTICLE 1
Definitions of Terms**

The following terms are defined to provide the Parties a common understanding for their application to this Agreement.

1.01 Activities. The term Activities shall mean the total of all Tasks required by the Consultant to perform the Services set forth in the Scope of Services approved by the Parties pursuant to this Agreement.

1.02 Authority. The term Authority shall mean the Sarasota Manatee Airport Authority, an Independent Special District of the State of Florida, its commissioners, agents and employees authorized by the Authority to act on the Authority's behalf relative to this Agreement.

1.03 Change Order. The term Change Order shall mean an agreement duly executed by the Parties setting forth changes to Services set forth in the Scope of Services approved by the Parties pursuant to this Agreement, which changes may include, but are not limited to, changes to Services, Project Manager, Qualified Personnel, Compensation, Project Schedule and/or Time of Performance.

1.04 Compensation. The term Compensation shall mean the total monetary consideration paid or to be paid to the Consultant for Services set forth in the Scope of Services approved by the Parties pursuant to this Agreement.

1.05 Consultant. The term Consultant shall mean the legal entity who, by execution of this Agreement, is contractually required to perform the Services set forth in the Scope of Services approved by the Parties pursuant to this Agreement.

1.06 Deliverables. The term Deliverables shall mean those work products that include, but not limited to, all engineering design, reports, layouts, specifications, drawings, photographs, renderings and work provided or to be provided by the Consultant to the Authority attributable in any way to the Services set forth in the Scope of Services approved by the Parties pursuant to this Agreement.

1.07 Errors and Omissions. The term Errors and Omissions shall mean the errors, omissions, and/or conflicts in reports, layouts, designs, specifications, drawings, photographs, and/or renderings provided by the Consultant in the performance of Services set forth in the Scope of Services approved by the Parties pursuant to this Agreement.

1.08 Lump Sum. The term Lump Sum shall mean the total Compensation paid or to be paid to the Consultant by the Authority for the performance of all Services set forth in the Scope of Services approved by the Parties, pursuant to this Agreement.

1.09 Not-to-Exceed. The term Not-to-Exceed shall mean the maximum eligible amount of total Compensation paid or to be paid to the Consultant by the Authority for the performance of all Services set forth in the Scope of Services approved by the Parties pursuant to this Agreement.

1.10 President and Chief Executive Officer. The term President and Chief Executive Officer shall mean the President and Chief Executive Officer employed by the Authority.

1.11 Project. The term Project shall mean the cumulative of all Services set forth in the Scope of Services approved by the Parties pursuant to this Agreement, which Services collectively result in a common distinguished purpose to provide engineering design services required for the rehabilitation and reconstruction of Taxiway Alpha at the Sarasota Bradenton International Airport.

1.12 Project Manager. The term Project Manager shall mean that individual designated in writing by the President and Chief Executive Officer on behalf of the Authority to provide information, coordination, guidance and support to the Consultant in the performance of all Services set forth in the Scope of Services approved by the Parties pursuant to this Agreement.

1.13 Project Schedule. The term Project Schedule shall mean the Time of Performance of all Services set forth in the Scope of Services approved by the Parties pursuant to this Agreement.

1.14 Qualified Personnel. The term Qualified Personnel shall mean the Consultant's employees and Consultant's Subconsultants and agents, if any, properly licensed and capable of performing the Services set forth in the Scope of Services approved by the Parties pursuant to this Agreement.

1.15 Services. The term Services shall mean the total of all Tasks and Deliverables performed or required to be performed by the Consultant set forth in the Scope of Services approved by the Parties pursuant to this Agreement.

1.16 Subconsultant. The term Subconsultant shall mean the consultant, agent, or individual engaged by the Consultant to perform certain Services, or portions thereof, set forth in the Scope of Services approved by the Parties pursuant to this Agreement.

1.17 Task. The term Task shall mean those individual activities that comprise the Services performed or to be performed by the Consultant set forth in the Scope of Services approved by the Parties pursuant to this Agreement.

1.18 Time of Performance. The term Time of Performance shall mean the maximum amount of time for the Consultant to perform the Services and Deliverables set forth in the Scope of Services approved by the Parties pursuant to this Agreement.

1.19 Work Product. The term Work Product shall include, but not be limited to, all drawings, tracings, notes, plans, specifications, maps, photographs, computer files, analysis, evaluations, records and reports prepared, performed, or pursuant to this Agreement, as well as all other records and data collected, together with summaries and charts derived therefrom, relating to all Services obtained, provided, or performed pursuant to this Agreement.

ARTICLE 2

Term of Agreement

2.01 Term. The Term of this Agreement shall commence on the Effective Date, written above, and shall expire one (1) year immediately thereafter (the "Term"), unless earlier terminated as provided herein. In the event it becomes impracticable or impossible for the Consultant to complete one or more Services within the Term of this Agreement, due to circumstances beyond the control of the Consultant, this Agreement may be extended by the Authority on a month-to-month basis until those Services are fully completed without further Compensation unless by a duly executed Change Order executed by the Parties.

2.02 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 the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Authority, the Consultant shall immediately discontinue all services affected. Upon termination of the Agreement, the Consultant shall deliver to the Authority all Work Product including, but not limited to, all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared under this contract, whether complete or partially complete. The Authority shall make just and equitable compensation to the Consultant for satisfactory work completed up to the date the Consultant receives the termination notice provided that such compensation, together with all compensation previously paid under this Agreement, shall not exceed the percentage of all work completed times the total Compensation established for each Service(s) set forth in the Scope of Services approved by the Parties pursuant to this Agreement. Compensation will not include anticipated profit from non-performed services. The Authority agrees to hold Consultant harmless for errors or omissions in documents that are incomplete due to any termination action under this Article.

ARTICLE 3

Scope of Services

3.01 Scope of Services. Except as may be modified by Change Order or other amendment to this Agreement executed by the Parties, the Consultant shall perform all Services identified in the Scope of Services, dated May 12, 2025, attached as Exhibit "B" and incorporated in its entirety to this Agreement.

3.02 Notice to Proceed. Following the execution of this Agreement by the Parties, the Authority shall issue to the Consultant a written Notice to Proceed, after which time the Consultant shall be authorized to begin to perform those Service(s) authorized in writing by the Notice to Proceed. The Authority shall not be liable to the Consultant for any costs incurred by the Consultant, its Subconsultants, agents or employees prior to the issuance of the Notice to Proceed.

3.03 Coordination and Communications. Coordination shall be maintained by the Consultant with the Authority regarding the Services performed or to be performed by the Consultant throughout the Term of this Agreement. Each Party hereto shall furnish to the other Party such information or assurances, execute and deliver such documents, instruments and conveyances, and take such actions, in each case as may reasonably be necessary or desirable, to perform the Services and carryout all terms, covenants and conditions of this Agreement. The Consultant shall continually coordinate and maintain communications with the Authority to assure applicability of all findings with respect to specific local conditions and compatibility with the Authority's general policies, goals and objectives. To expedite the undertaking of Services performed under this Agreement and to permit the coordination of materials, commitments and correspondence, the Authority hereby designates the President, CEO, or his designee as appointed in writing, as its representative. The

The Consultant hereby designates Jared Moreng, P.E., Project Manager, as its primary representative to whom all correspondence, materials, requests for all data, information and conferences shall be directed. Any changes that affect the Servies, Project Schedule or Time of Performance shall be approved in advance in writing by the Authority in accordance with Article 3.03 or as otherwise provided herein.

3.04 Time of Performance. The Consultant shall commence Services upon execution of this Agreement by the Parties hereto and shall complete all Services within one (1) year immediately thereafter, during the Term of this Agreement, unless otherwise extended in writing by the Parties. Any extension of this Agreement shall be in the sole discretion of the Authority. The Consultant shall be responsible for the Project Schedule, Time of Performance, and Services pursuant to this Agreement unless such Project Schedule and/or Time of Performance is delayed due to circumstances beyond the Consultant's control. The Consultant shall promptly perform all Services in an accurate, diligent and timely manner until fully completed in a manner consistent with the Standards of Professional Care. The Consultant shall complete all Services in accordance with the Project Schedule and Time of Performance set forth in the Scope of Services, attached as Exhibit B. In the event of a delay to the Time of Performance of any Services, as a result of causes beyond the control of the Consultant, and not attributable to any fault or neglect on Consultant's part, the Consultant shall submit a Time Extension Letter to the Authority within five (5) business days following the commencement of each such delay, that states the Tasks and Services affected, the reasons for the delay, and the time requested to restore the Project Schedule. Upon receipt of the Consultant's request for an extension of its Time of Performance, the Authority shall promptly consider the Consultant's request and if the Authority determines the delay encountered by the Consultant, or its Subconsultants, is due to unforeseen causes and not attributable to their fault or neglect, the Authority shall approve such request without delay. In the event the Consultant has not requested a Time Extension Letter, or the Authority has denied Consultant's Time Extension Letter, the Authority shall defer progress payments on the date the Time of Performance expires. No further payments shall be made by the Authority for Services performed by Consultant after the Time of Performance closing date until a Time Extension Letter, if any, is approved by the Authority.

Unless otherwise set forth in the Scope of Services approved by the Parties pursuant to this Agreement, the Consultant shall be responsible for performing all Services by the Time of Performance set forth in the Scope of Services approved by the Parties pursuant to this Agreement. If the Consultant fails to commence, perform, provide, or complete any of the Services required pursuant to the Scope of Services approved by the Parties pursuant to this Agreement, in an accurate, diligent and timely manner, the Authority may consider such failure as sufficient justifiable cause to terminate this Agreement. As an alternative to termination of this Agreement, the Authority may elect at its option, upon written notice to the Consultant, or withhold any or all payments due and owing to the Consultant, Not-to-Exceed the amount of Compensation for the Services in dispute, until such time as the Consultant's performance resumes in a manner to restore the Project Schedule in accordance with the Time of Performance set forth pursuant to this Agreement. The Consultant shall not be responsible for any delay to the Project Schedule or Time of Performance set forth in this Agreement attributable to a Force Majeure event or circumstances beyond the Consultant's control.

3.05 Permits. The Consultant shall be solely responsible for preparing and submitting all required applications and supportive documentation required by any governmental agency having authority over any Services pursuant to this Agreement, as are necessary to apply for, review, obtain approval, or renew any permit required pursuant to this Agreement. The Consultant shall further assist the Authority to apply for and obtain all permits, including participating in all permit reviews and approval processes required for any design drawings and specifications prepared by the Consultant, inform the Authority of the signatures required, and provide any information known to be available to the Authority as requested by the Authority. Any fees required for such permit reviews and approvals shall be paid by the Authority to the respective governmental agency, in such a manner it deems appropriate, following the Authority's receipt of sufficient documentation from the Consultant. The Consultant makes no warranty that any governmental agency shall issue any permit or approval requested by the Consultant on behalf of the Authority.

3.06 Cost Estimates. Consultant shall apply their full knowledge, experience, and judgment to develop any cost estimates requested by the Authority pursuant to this Agreement. All cost estimates provided by the Consultant pursuant to this Agreement shall be prepared based on Consultant's full knowledge, experience, judgment as a licensed and qualified professional architect or engineer practicing in the same or similar industry. The Authority reserves the right to employ independent cost estimators to provide cost estimates. All cost estimates provided, and design work performed, by the Consultant shall be subject to value engineering if the Authority determines that circumstances warrant such analysis. Value engineering may be performed at any stage of the design or construction process. Any value engineering services shall maintain the Standard of Professional Care. Any redesign work for value engineering services beyond the Scope of Services will be considered Additional Services. All Additional Services shall be subject to schedule adjustments agreed to in writing by the Parties. The Consultant shall not be required to guarantee that the actual costs incurred will not vary from the cost estimates developed by the Consultant. The Authority acknowledges that Consultant has no control over bid prices, market or negotiating conditions and the Consultant does not warrant any estimates for any scope of work.

3.07 Deliverables. All Deliverables shall be provided by the Consultant to the Authority for all Services set forth in the Scope of Services pursuant to this Agreement, which Deliverables shall each bear the Consultant's Seal and Project Manager's signature.

ARTICLE 4 **Consultant Compensation**

4.01 Compensation. Subject to the terms, covenants and conditions of this Agreement, the Authority shall pay Consultant for all Services performed set forth in Scope of Services pursuant to this Agreement. The total Compensation shall be as follows:

- A. The total Compensation to be paid to the Consultant for Services performed shall be the Lump Sum amount of One Million, Five Hundred Sixty-Seven Thousand, One Hundred Ninety-Two and 53/100 Dollars (\$1,567,192.53) as referenced in Exhibit B (hereafter "Compensation"), which Compensation is understood and agreed to by the Parties to be the total compensation for all Services set forth in the Scope of Services pursuant to this Agreement.
- B. The Consultant and its Subconsultants shall only be compensated for the actual costs incurred for Services as they are performed, based on the hourly rates and unit prices set forth in the Scope of Services, attached as Exhibit B to this Agreement.
- C. The Compensation paid to the Consultant for all Services, including all Reimbursable Expenses, shall in no event exceed the Lump Sum amount set forth herein.
- D. All costs incurred by the Consultant shall be subject to review, modification, and approval in whole or in part, by the Authority based on the Scope of Services approved by the Parties pursuant to this Agreement, and the receipt of all itemized invoices and supporting documentation in a form and manner acceptable to the Authority.

- E. The Authority's decision regarding any disputed invoice amounts shall be final. Subject to Article 18.09 herein, Consultant shall retain the right to pursue any claim for compensation in a court of competent jurisdiction.
- F. Any Services, or portion thereof, with an unexpended Not-to-Exceed amount, may not be used, applied, transferred, invoiced, or paid to the Consultant for any other Services performed pursuant to this Agreement.

4.02 Method of Payment. The Authority shall pay the Consultant for Services set forth in the Scope of Services, attached as Exhibit B to this Agreement, as performed and in accordance with the terms, covenants and conditions herein. Payments for Services shall be made upon receipt of a proper invoice and in compliance with FL § Chapter 218, otherwise known as the "Florida Prompt Payment Act," and, pursuant to the Authority payment policies as described herein. Should the Authority object or take exception to the amount of any Consultant's invoice statement, the Authority shall notify the Consultant of such objection or exception within the payment period set forth hereinbefore. If such an objection or exception remains unresolved at the end of the payment period, the Authority shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within forty-five (45) calendar days of the date such a disputed amount is resolved by mutual agreement of the Parties to this Agreement. If day 45 falls on a Saturday, Sunday, or an Authority recognized holiday, the deadline shall fall to the following Monday or non-Authority recognized holiday. For Services performed not subject to Compensation based on a Lump Sum amount, the Authority shall pay Consultant based on the following method:

- A. Subject to the Consultant's compliance with all terms, covenants and conditions herein, the Authority shall pay Consultant for Services performed, based on Consultant's Progress Report of the Services completed expressed as a percentage of the total cost of Services, including all Work Product or Deliverables in process or completed by the Consultant and accepted by the Authority, within 45 days following the Authority's receipt of the Consultant's proper invoice statement. No cost for Services shall be incurred or payments made for any Services not set forth in the Scope of Services approved by the Parties pursuant to this Agreement.
- B. The percentage of Work-in-Progress paid shall be as set forth in each Consultant's Progress Reports. All Consultant's Progress Reports and Work-in-Progress percentages are subject to review and approval by the Authority. The Authority's decision regarding the percentage of Services completed shall be final. Payment by the Authority for Services completed shall not be deemed or interpreted in any way to constitute approval or acceptance by the Authority of any such Work Product or Services. The Consultant shall be solely responsible for the completion of all Services before total Compensation is paid.

4.03 Invoice Statements. The Consultant shall be entitled to submit no more than one invoice statement to the Authority each calendar month for Services performed by the Consultant during the preceding calendar month. The Consultant's invoice statements shall be itemized by line item to correspond to the basis of Compensation for Services set forth in the Scope of Services approved by the Parties pursuant to this Agreement. Each of the Consultant's invoice statements shall contain a breakdown of all charges, a description of Services performed, Deliverables and all other Work Product provided, and shall include therewith sufficient supporting documentation of all charges consistent with the basis of compensation for Services set forth in the Scope of Services to this Agreement. Each invoice statement shall further be accompanied by the Consultant's Progress Report, defined herein below, and such other documentation as necessary to provide sufficient evidence of the itemized amounts included in the Consultant's invoice statement required to perform a proper audit thereof.

The cost principles and procedures for the negotiation and administration, and the determination or allowance of costs pursuant to this Agreement, shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent Federal and State Regulations, as applicable. In the event of a conflict between State regulations and Federal regulations, the more restrictive applicable regulation shall govern.

4.04 Reimbursable Expenses. The Consultant shall be entitled to reimbursement by the Authority for all reasonable ordinary and necessary expenses incurred by the Consultant in the performance of Services as set forth in the Scope of Services, attached as Exhibit B to this Agreement. The Consultant shall provide the Authority with itemized invoices and supporting documentation for all reimbursable expenses in the form and manner acceptable to the Authority. Only the actual invoice amount shall be reimbursed. The total of all expenses that may be reimbursed by the Authority shall be a Not-to-Exceed amount of Three Thousand, Four Hundred and Fifty-Five Dollars (\$3,455.00).

4.05 Travel Expenses. Travel expenses, if any, shall be approved in writing in advance by the Authority and comply with Section 112.061, Florida Statutes. Compensation paid to the Consultant for travel expenses shall not exceed the most recent published U.S. General Services Administration ("GSA") Daily Lodging Rates and Daily Meals and Incidentals ("Lodging and Meals") Rates for Bradenton and Manatee County, Florida. If Consultant's expenses for Lodging and/or Meals exceed GSA's most recently published Daily Rates, the Consultant may pay for the amount that exceeds said Daily Rates. In no event shall the Authority pay to or otherwise reimburse the Consultant for any Lodging or Meal expenses that exceed GSA's most recently published Daily Rates.

Compensation paid to or reimbursed to the Consultant for airfare, rental cars, and privately owned vehicles, if any, shall comply in all cases with the policies, procedures, and limitations set forth in the latest publication of the Authority's Official Travel Policy. In no event shall the Authority pay to or otherwise reimburse the Consultant for any airfare, rental cars, or use of privately owned vehicles that exceed the Authority's Official Travel Policy, attached as Exhibit F to this Agreement.

4.05 Progress Reports. Each invoice statement shall be accompanied by a corresponding report of the actual percentage of Services completed and the actual percentage of Services remaining to be completed by the Consultant ("Consultant's Progress Report"). The Consultant's Progress Report shall be provided monthly to the Authority with each of the Consultant's invoice statements and at such other intervals as may be requested from time-to-time by the Authority, in a form and manner acceptable to the Authority, such that the Consultant's actual progress can be readily determined. The Consultant shall advise the Authority promptly as requested regarding the status of any Services performed or to be performed by the Consultant and of the details thereof. Either party to this Agreement may request and be granted a conference to discuss the Services provided or to be provided, or any related matter.

4.06 Payment for Termination Services. In the event of termination of this Agreement at the convenience of the Authority, not at the fault of the Consultant, the Authority shall only compensate the Consultant for: (1) Services performed and reimbursable expenses incurred up to and including the date of termination; and, (2) reasonable expenses incurred by the Consultant in affecting the termination of Services, and incurred by the submittal of all Deliverables and other Work Product to the Authority. At the time of termination, concurrent therewith, the Consultant shall deliver all original tracings, plans, specifications, designs, maps and reports which have been prepared because of this Agreement to the Authority.

4.07 Payment for Suspension of Services. In the event the Authority suspends the Consultant's Services on all or part of the Services required to be provided and performed by the Consultant pursuant to this Agreement, the Authority shall compensate the Consultant only for the Services performed and reimbursable expenses incurred up to and including the effective date of suspension and any reasonable expenses incurred or associated with, or because of such suspension.

4.08 Entitlement to Fees. In the event the Services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension, in whole or in part; and/or, (3) modification by the subsequent issuance of a Change Order, other than receiving the compensation as set forth herein above, the Consultant shall not be entitled to receive Compensation for any incurred or anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense that may be associated with the Services terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5

Consultant Obligations

5.01 Regulations and Licenses. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in effect for all Service pursuant to this Agreement at the time the Services are performed. The Consultant shall maintain throughout the Term hereof, as may be amended, all business and professional licenses required to perform all Services set forth in the Scope of Services pursuant to this Agreement.

5.02 Standards of Professional Care. The Consultant shall always apply the degree of proficiency and standard of professional care exercised by similar licensed professionals within the same industry performing the same Services under similar conditions at the time the Services are performed ("Standards of Professional Care"). The Consultant shall apply no less than commercial architectural and engineering principles of design. Consultant's standard of Professional Care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. The Consultant shall comply with all applicable promulgated laws, rules, regulations, ordinances, codes, policies, standards, and practices in effect at the time the Services are performed required by each governmental agency with jurisdiction over the method and manner of execution of any Services, or portion thereof, approved by the Parties pursuant to this Agreement. Any subsequent revision to said laws, rules, regulations, ordinances, codes, policies, standards, and practices that require the Consultant to perform Services in a manner materially different from that set forth in the Scope of Services, attached as Exhibit B to this Agreement, shall be sufficient cause for the Parties to issue a Change Order or otherwise amend this Agreement.

The Consultant shall be solely responsible for the professional quality, technical accuracy, and timely completion of all Services approved by the Parties pursuant to this Agreement, including but not limited to the application of all Work Product obtained, provided, performed, applied, or relied upon by Consultant and its Subconsultants, agents and employees. The Consultant shall rely on the accuracy and completeness of all documentation, surveys, reports, plans, and specifications provided by the Authority. The Consultant shall not verify the accuracy or completeness of any said documentation, surveys, reports, plans, and specifications unless specifically set forth in the Scope of Services or Change Order, if any, approved by the Parties.

All Services shall be performed by the Consultant shall be based on the Standard of Profession Care. The President and Chief Executive Officer shall reasonably decide all matters that may arise pursuant of this Agreement including, but not limited to, the character, quality, sufficiency, and value thereof, and the claims and disputes resulting therefrom, which decisions shall be final. If the Consultant disputes any such decision, the Consultant shall seek administrative remedy from the Authority Board of Commissioners. If the remedy offered by the Authority Board is considered unsatisfactory, the Consultant may seek judicial review or any other right available to it by law.

Adjustments to Compensation, Time of Performance, or Project Schedule, due to newly discovered or developing conditions will be subject to mutual written agreement of the Parties, entered into pursuant to the terms, covenants and conditions of this Agreement.

5.03 Errors and Omissions. Within five (5) business days following the discovery of an Error or Omission, the Consultant shall notify the Authority in writing regarding the character, scope, and impact of the error and/or omissions, along with a recommended course of action required to correct the errors and/or omissions discovered in an accurate and timely manner for the Authority's consideration. Upon approval by the Authority, the Parties shall execute an Errors and Omissions Change Order for the corrective Services required and the Consultant shall, without additional Compensation, immediately perform the corrective Services required resulting from the negligent act, errors, omissions, misconduct, or deficiencies of Consultant or its Subconsultants, agents or employees. The Consultant shall be responsible for all direct and indirect costs and related damages incurred by either Party to correct all errors or omissions resulting from the performance of Services by the Consultant.

Receipt of Consultant's Services by the Authority in response to an error, omission, or other deficiency, shall not constitute the Authority approval of said Services and shall not in any way relieve the Consultant, in full or in part, of the responsibility for the subsequent correction of any errors, omissions, or other deficiencies that may remain or result therefrom including, but not limited to, the accuracy and entirety thereof. Likewise, neither the Authority's review, approval, or acceptance of, nor payment for, any Services shall be construed to operate as a waiver of any of the Authority's rights pursuant to this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

5.04 Project Manager. The Consultant agrees to provide an experienced, licensed, and qualified Project Manager acceptable to the Authority. The Consultant's Project Manager shall act on behalf of the Consultant to coordinate, direct, administer, and ensure the performance of all Services approved by the Parties pursuant to this Agreement. The Project Manager shall devote whatever time is required to direct, supervise, and manage all Qualified Personnel and ensure the accurate and timely completion of all Services. The Project Manager shall have the authority to commit the Consultant on any matter arising pursuant to this Agreement unless substitute arrangements have been approved in writing by the Authority. Consultant selection and appointment of an individual to serve as the Project Manager shall be subject to the prior written approval of the Authority.

5.05 Qualified Personnel. The Consultant agrees to employ, engage, retain, and assign an adequate number of Qualified Personnel throughout the Term of this Agreement, as may be amended, to ensure that all Services are performed and completed in an accurate and timely manner. All Services performed by the Consultant and its Subconsultants, if any, shall be performed by licensed Qualified Personnel in good standing to perform all Services set forth in the Scope of Services and any Change Order approved by the Parties. Florida Statutes Chapter 337.162 is hereby incorporated in this Agreement in its entirety by reference thereto and is made a material part of this Agreement, which shall apply in part as follows:

- A. If the Authority has knowledge or has reason to believe that any person has violated the provisions of the State of Florida professional licensing regulations, the Authority will submit a complaint regarding the violation(s) to the Florida Department of Business and Professional Regulation.
- B. Any person who is employed by the Authority and is licensed by the Florida Department of Business and Professional Regulation and, through the course of his/her employment has knowledge to believe that any person has violated the provisions of the State of Florida professional licensing regulations will submit a complaint regarding the violation to the Florida Department of Business and Professional Regulation. Failure to submit a complaint regarding the violation shall be sufficient cause for disciplinary action pursuant to Chapter 455 and the State of Florida licensing law applicable to the licensee.
- C. Any confidential information submitted to the Florida Department of Business and Professional Regulation will remain confidential pursuant to Florida Statutes Chapter 455 and all other applicable State law.
- D. Consultant's Qualified Personnel and Subconsultants shall be bound by the standards of conduct set forth in Florida Statutes and the Florida Department of Business and Professional Regulation related to the Services to be performed pursuant to this Agreement.
- E. If a former Authority employee is employed by the Consultant, the Consultant shall require the employee's strict adherence to Florida Statutes 112.313(9) and 112.3185 as a condition of employment of said former employee.
- F. Consultant agrees to incorporate the provisions of this paragraph in any contract or subcontract that it may enter pertaining to the Services performed or to be performed pursuant to this Agreement.

5.06 Nondiscrimination. The Consultant for itself, its successors, and assignees in interest, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of Services to

Authority pursuant to this Agreement, no person on the grounds of race, color, creed, ethnicity, age or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination of any kind. The Consultant shall fully comply with the Authority's Affirmative Action Plan and all applicable state laws in the hiring of all Project Managers, Qualified Personnel, Subconsultants, and any other agents of any kind.

5.07 Immigration and Nationality Act. Consultant and Consultant's Subconsultants shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the eligibility of all Qualified Personnel. The Authority will consider the employment of unauthorized aliens by the Consultant and Consultant's Subconsultants as a violation of Section 274(A) of the Immigration and Nationality Act. If the Consultant or Consultant's Subconsultant knowingly employ an unauthorized alien, such violation shall be sufficient cause for unilateral termination of this Agreement by the Authority.

5.08 Subconsultants. The Consultant shall have the right, subject to the Authority's prior written approval, to employ individuals and/or other entities to serve as Subconsultants to the Consultant to perform Services, or portions thereof, as defined in the Scope of Services or Change Order, if any, approved by the Parties pursuant to this Agreement. The Consultant Subconsultants, if any, shall be properly licensed and registered and authorized to do business in the State of Florida. The Consultant shall be fully responsible for the satisfactory completion of all Service performed by its Subconsultants.

The Consultant shall stipulate in all contracts for Services with the Consultant's Subconsultants that the Subconsultants shall be subject to the Professional Consultant Work Performance Evaluation System defined in Chapter 14-75, Florida Administrative Code. The Consultant shall expressly require all Consultant's Subconsultants performing Services pursuant to this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by said Consultant's Subconsultant during the Term of this Agreement. The Authority shall consider the employment by Consultant and any Consultant's Subconsultants engaged by the Consultant pursuant to this Agreement, of any unauthorized alien as a direct violation of Section 274(A)(e) of the Immigration and Nationality Act. Such violation shall be sufficient justifiable cause for termination of this Agreement, by the Authority if the Consultant or Consultant's Subconsultants knowingly employs any unauthorized alien.

5.09 Public Entity Crimes. This Agreement is subject to Article 287.133(3)(a), Florida Statutes, which Statutes provides in part that any person or entity placed on the Convicted Vendor List of the State of Florida Authority of Management Services (the "Convicted Vendor List") following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform any work as a consultant, Subconsultant, Consultant, Subconsultant, vendor or supplier under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Category Two, for a period of thirty-six (36) months following the date placed on the Convicted Vendor List. By entering into this Agreement or performing any Services in furtherance of this Agreement, Consultant certifies that the Consultant and Consultant's Subconsultants, agents, affiliates, and suppliers who perform any Services pursuant to this Agreement, have not been placed on the Convicted Vendor List within the thirty-six (36) months immediately preceding the Effective Date hereof.

5.10 Scrutinized Companies. This Agreement is subject to Article 287.135, Florida Statutes. By entering into this Agreement or performing any Services in furtherance hereof, Consultant certifies that the Consultant and Consultant's Subconsultants, agents, affiliates, and suppliers who perform any Services pursuant to this Agreement, have not been placed on the Scrutinized Companies Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Article 215.473, Florida Statutes, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Article 215.4725, Florida Statutes, or is engaged in business operations in Cuba or Syria. If Authority determines, using credible information available to the public, that a false certification was provided by the Consultant, this Agreement shall be terminated and a civil penalty equal to the greater of Two Million Dollars (\$2,000,000) or twice the amount of this Agreement shall be imposed on the Consultant, pursuant to Article 287.135, Florida Statutes.

5.11 Discriminatory Vendor List. Pursuant to this Agreement, the Consultant shall be responsible to ensure that an entity or affiliate who has been placed on the Florida Department of Management Discriminatory Services Vendor List may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a consultant, Subconsultant, Consultant, Subconsultant vendor or supplier under contract with any public entity, and may not transact business with any public entity.

5.12 Mandatory Non-Federal Funded Contract Provisions. All Mandatory Contract Provisions set forth in Article 8.03(A), 8.03(B), and 8.03(C) paragraphs 1 through 6 of this Agreement shall be included by the Consultant in all contracts, subcontract, solicitations for bids, request for proposals, and solicitations for negotiated contracts pursuant to this Agreement, regardless of the source of funding.

5.13 Confidentiality. The Consultant shall not publish, copyright, or patent any Work Product of any kind, developed pursuant to this Agreement, it being understood that all such Work Product is the property of the Authority. Consultant shall make no statements, press releases, or publicity releases, nor divulge, furnish, or make available to any individual or entity, during the term of this Agreement, regarding any data or other information concerning this Agreement or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without Authority's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any Subconsultants pursuant to this Agreement. Consultant shall require all of Consultant's Subconsultants, and respective employees to comply with the provisions of this paragraph.

5.14 Representations. The Consultant in performing Services pursuant to this Agreement thereto shall only represent the Authority in the manner and to the extent specifically set forth in the Scope of Services or Change Order approved by the Parties pursuant to this Agreement. In the event the Consultant's Services involves construction contract administrative services, the Consultant is not authorized to act on the Authority's behalf, and shall not act on the Authority's behalf, in such a manner as to result in changes to: (1) the cost or compensation to be paid the construction Consultant; (2) the time for completing the work as required and agreed to in the construction contract; or (3) the scope of the work set forth in the construction contract documents. The Authority will neither assume nor accept any obligation, commitment, responsibility, or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

5.15 Badging, Safety and Security. The Consultant and Consultant's Subconsultants, agents, and employees, shall abide by all applicable safety and security regulations of the Authority and the Transportation Security Administration (TSA). Any of persons who require unescorted access to any area 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 current fee for fingerprinting and the fee for issuance of an initial security badge for any person to whom this provision applies. The current fees are \$30 per badge and \$60 per threat assessment. Any badge not returned upon completion of the work contemplated by this solicitation is subject to a \$200 fee.

Any person who desires to drive on the Airport Operations Area or any other secured Airport area must attend and successfully pass the Authority's 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 including a company logo and airport decal, proper safety markings (amber beacon or orange checkered flag) and appropriate minimum insurance coverage as determined by the Authority. All drivers shall comply with the

Sarasota Bradenton International Airport Operating Rules & Regulations. 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.flysrq.com, then "Airport Business", then "Badging".

5.16 Removal of Personnel. The Consultant shall, within thirty (30) days, following discussion between the Parties and the receipt of a prior written notice from the Authority, with or without cause, remove and replace any Project Manager, Qualified Personnel, or Subconsultant engaged by the Consultant pursuant to this Agreement.

ARTICLE 6

Authority Obligations

6.01 Service Requirements. All criteria, guidelines, and/or other requirements of the Authority relative to the performance of any Services by the Consultant, whether operational, technical, or otherwise, shall in all cases be included in the Scope of Services or Change Order, as approved by the Parties, which shall be binding and enforceable pursuant to this Agreement. Any additional criteria required by the Authority relating to any Services performed or to be performed by the Consultant, whether operational, technical, or otherwise, discovered or occurring during the performance of Services, shall be appropriately documented as set forth herein.

6.02 Access to Information. At the Consultant's request, the Authority shall provide Consultant, at no cost to the Consultant, all information known to be on file with the Authority, to assist the Consultant in performing any Services approved by the Parties pursuant to this Agreement. Such information shall include, but not be limited to, any, analysis, reports, appraisals, plans, drawings, specifications, maps, surveys, easements, rights-of-ways, contours, reference monuments, control points, plats, investigations, inspections, and laboratory tests applicable thereto.

6.03 Access to Property. The Authority shall, with reasonable prior notice by the Consultant, provide to the Consultant promptly thereafter access to any public documentation, property, building, facility, and structure at the Airport to assist the Consultant to perform any Services approved by the Parties pursuant to this Agreement. Such access shall not be exercised in such a manner or to such an extent to impede, interfere, or adversely affect Airport operations, operations of others, or the health, safety, or security of the public. The Authority reserves the right to control the method, manner, and timing of all access by the Consultant. Such access may or may not occur during normal business hours.

6.04 Project Manager. The Authority President and Chief Executive Officer or his/her designee shall designate a Project Manager who shall serve on behalf of the Authority for all Services set forth in the Scope of Services approved by the Parties pursuant to this Agreement. The Authority shall make all such designations in writing and inform the Consultant of each designation concurrent with the execution of each Change Order, if any. The Project Manager shall review Consultant's Services and Deliverables for compliance with the requirements of the Scope of Services or applicable Change Order and provide coordination, guidance, and instruction as required in compliance with the requirements of said Services or Change Orders approved by the Parties. Review of Consultant's Services by the Project Manager shall not constitute professional review for compliance or a peer review for compliance of any architectural or engineering standards, rules, regulations, or acceptable industry practices, or the accuracy or proficiency thereof. The Project Manager shall not issue any instruction to the Consultant that would have the effect, or be interpreted to have the effect, to modify in any Services or Change Order, including, but not limited to, the Services, Project Schedules, Time of Performance, and Compensation set forth therein.

The Project Manager shall respond to the Consultant in a timely manner to all written and verbal requests received or submitted by the Consultant and shall be available to the Consultant during normal business hours within a reasonable period after appropriate notice is given by the Consultant regarding

any matter affecting any Services or Change Order. In the event of a delay in Service attributable to the Project Manager failure to respond to Consultant's requests in a timely and accurate manner or other delay in Services caused by the Authority or circumstances beyond the control and without fault or negligence of the Consultant that result in the Time of Performance of any Services and/or Change Order to be extended, the Authority shall extend said Time of Performance equivalent to such delay incurred by issuing a Time Extension Letter executed by the Authority's President and Chief Executive Officer. Said Letter shall not be used to approve any additional Compensation.

6.05 Annual Funding. Any obligations of the Authority that require financial funding are subject to and contingent upon annual budgetary funding and appropriations by the Sarasota Manatee Airport Authority Board.

ARTICLE 7

Insurance and Indemnification

7.01 General Requirements. The Consultant shall maintain such insurance as will protect the Consultant from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and, (4) from claims for injury to or destruction of tangible property including loss of use resulting therefrom; any or all of which claims may arise out of, or result from, the Services, and all other activities carried out pursuant to and under the requirements of this Agreement, whether such Services be by the Consultant's, Consultant's employees, Subconsultants, or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable

If the Consultant engages Subconsultants to assist the Consultant in performing Services pursuant to this Agreement, the insurance coverages required under this Article by the Consultant shall cover all Services provided or performed by all of Consultant's Subconsultants, if any, engaged by the Consultant. However, in the event the Services of Consultant's Subconsultants engaged by the Consultant is not covered by the Consultant's Insurance Policies, it shall be the responsibility of the Consultant to ensure that all its Subconsultants have fully complied with the Authority's insurance requirements for the Consultant which protection shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

7.02 Professional Liability Insurance. The Consultant shall maintain during the Term of this Agreement, and for two (2) years after the expiration or earlier termination of this Agreement, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, Five Million Dollars (\$5,000,000) with a deductible Not-to-Exceed One Hundred Thousand Dollars (\$100,000).

7.03 General Liability. The Consultant shall maintain throughout the term of this Agreement comprehensive general liability, and property damage insurance in limits of not less than Five Million Dollars (\$5,000,000).

7.04 Business Auto Liability Insurance. The Consultant shall maintain throughout the term of this Agreement automobile liability insurance in limits of not less than One Million Dollars (\$1,000,000). For access to the Airport Operations Area (AOA), Consultant shall maintain throughout the term of this Agreement automobile liability insurance in limits of not less than Five Million Dollars (\$5,000,000) for all vehicles that access the AOA.

7.05 Workers Compensation or Employers' Liability Insurance. The Consultant shall maintain throughout the term of this Agreement 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 all Services.

7.06 Certificate of Insurance. Prior to the Effective Date, the Consultant shall provide the Authority with certificates of insurance evidencing the limits, coverages and endorsements required herein. All certificates of insurance shall include a minimum of thirty (30) day notice to the Authority due to cancellation or non-renewal of coverage. In the event coverage is cancelled or is not renewed during the Term or any extension thereof, Consultant shall provide Authority a new certificate of insurance or certificates of insurance evidencing replacement coverage no later than thirty (30) days prior to the expiration or cancellation of the coverage. The certificate holder's name and address shall read "Sarasota Manatee Airport Authority, an independent special district of the State of Florida, its governing board members and its Officers, Employees, Agents, and Volunteers" c/o Sarasota Manatee Airport Authority, 6000 Airport Circle, Sarasota, Florida 34243.

The Consultant Insurance certificates shall be subject to review and approval by the Authority. All such insurance certificates shall be in a form and underwritten by an insurance company licensed to do business in the State of Florida acceptable to the Authority. Each Certificate of Insurance submitted to the Authority shall be original and shall be executed by an authorized representative of the insurance company affording coverage. Each Certificate of Insurance shall specifically include: 1) the name and type of policy and coverages provided; 2) the amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; 3) the date of expiration of coverage; 4) an additional insured endorsement; and 5) a waiver of Subrogation.

If any of the insurance coverages required by this Agreement shall reach the date of expiration indicated on the approved Certificates of Insurance without the Authority having received satisfactory evidence of renewal or replacement, the Consultant shall automatically and without further notice stop performing all Services. During any time that the Consultant's Services is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Consultant shall not be entitled to any additional Compensation or time to provide and perform the required Services and the Authority shall not be required to make payment on any invoices submitted by the Consultant. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Authority.

7.07 Additional Insured Endorsement. The Consultant shall endorse Authority as an "Additional Insured" on each liability insurance policy required to be maintained by the Consultant, except for Worker's Compensation and Commercial Auto Liability policies. The CG 2011 Additional Insured - Managers or Lessors of Premises or its equivalent, shall be an endorsement to the Commercial General Liability policy. Other policies, when required, shall provide a standard "Additional Insured" endorsement offered by the insurer. The "Additional Insured" endorsements shall provide coverage on a primary basis. "Additional Insured" endorsements shall read "Sarasota Manatee Airport Authority Board, a Political Subdivision of the State of Florida, its Officers, Employees, Agents and Volunteers, c/o Sarasota Manatee Airport Authority, 6000 Airport Circle, Sarasota, Florida 34243".

7.08 Waiver of Subrogation. By entering this Agreement, Consultant agrees to a Waiver of Subrogation for each policy required to be maintained or maintained by the Consultant pursuant to or in connection with this Agreement. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, Consultant shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, a condition to which the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such an agreement on a pre-loss basis.

7.09 Indemnification. Consistent with the provisions of FS s. 725.08, Consultant holds harmless to the Authority, its members, officers, and employees, from all claims, liabilities, losses, or damages to persons or property as a whole or in part to the extent caused by Consultant's negligent act, omission or default arising from the performance of this Agreement by the Consultant or Consultant's Subconsultants. The monetary limitation on the indemnification shall be limited to the full amount of this Agreement, including all sums attributable to the Scope of Services approved by the Parties pursuant to this Agreement.

Notwithstanding, the monetary limitation of the indemnification shall not be less than \$1 million per occurrence.

Consistent with FS s. 768.28, the Consultant shall not be liable for claims of or damages resulting from gross negligence, or willful, wanton, or intentional misconduct of the Authority, or its members, officers, agents and employees, or for statutory violations or punitive damages except and to the extent the statutory or punitive damages are caused by or result from the negligent acts or omissions of the Consultant or Consultant's Subconsultants, or their respective employees.

ARTICLE 8

Federal Funded Projects

8.01 Federal Authority. The terms, covenants, and conditions contained in this Article shall apply to all Services involving the expenditure of federal funds. All rights of the Authority relating to inspection, review, approval, patents, copyrights, and audit of the Services performed, including but not limited to, all Work Product and cost records relating to this Agreement shall be reserved and held by the United States of America and their agencies and authorized representatives with jurisdiction. It is further understood and agreed that to permit federal funding participation, no supplemental agreement of any nature may be entered into by the Consultant or Consultant's Subconsultants, or any other agent, regarding the Services to be performed hereunder without the prior written approval of the Authority.

8.02 Civil Rights Regulations. During the performance of this Agreement the Consultant shall comply with all applicable federal, state, and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of every kind or nature, as now or hereafter amended or promulgated, including, but not limited to, FAA Advisory Circulars, Orders and Directives, and the Airport Rules and Regulations required to provide the Services approved by the Parties pursuant to this Agreement, including but not limited to the following:

- A. The Consultant shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as may be amended from time to time, (hereinafter referred to as the Regulations), which Regulations are incorporated herein in their entirety by reference and made a part of this Agreement.
- B. In all solicitations either by competitive bidding or negotiation made by the Consultant in connection with the Services to be performed under a subcontract pursuant to this Agreement, each potential Subconsultant, agent, vendor and supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the regulations prohibiting discrimination on the grounds of race, color, national origin, creed, sex, age, or disability in. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such sanctions as it or the appropriate federal agency may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this Agreement until the Consultant complies and/or cancellation, termination, or suspension of this Agreement, in whole or in part.

8.03 Mandatory Federal Funded Contract Provisions. During the performance of this Agreement, for all Federal the Consultant, for itself, its Subconsultants, assignees, and successors in interest (hereinafter referred to in this Article 8 as the "Consultant"), shall comply with and include each of the contract provisions of Articles 8.03, 8.04, 8.05, and 8.06, without modification, in all contracts, subcontract, solicitations for bids, request for proposals, and solicitations for negotiated contracts for Federal funding Services pursuant to this Agreement. In addition, the Consultant shall comply with and include each of the contract provisions of Article 8.07, without modification, in all solicitations for bids, request for proposals, and solicitations for negotiated contracts for Federal funding Services pursuant to this Agreement. The Consultant will act with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant,

Subconsultant, vendor or supplier because of such direction, the Consultant may request the Authority to enter any litigation to protect the interests of the Authority. In addition, the Authority may request the United States to enter the litigation to protect the interests of the United States.

- A. General Civil Rights Provisions. In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Consultant from the bid solicitation period through the completion of the contract.

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000 d et seq., 78 stat. 252) (prohibits discrimination based on race, color, national origin).
2. 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).
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination based on disability); and 49 CFR part 27.
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination based on age).
6. 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).
7. 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).
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination based on disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38.
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination based on race, color, national origin, and sex).
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority

populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

11. 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).
 12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
- C. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:
1. Compliance with Regulations. The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 2. Nondiscrimination. The Consultant, regarding the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 3. Solicitation of Contracts and Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 4. Information and Reports. The Consultant will provide all information, records 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 the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will 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 Consultant's noncompliance with the non-discrimination provisions of this contract, the Sponsor shall 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 Mandatory Provisions. The Consultant shall include the provisions of Paragraphs 1 through 6 of this Article 8.03(C) in each Federal and non-Federal funded contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will act with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant, or supplier because of such direction, the Consultant may request the Sponsor to enter any litigation to protect the interests of the Sponsor. In addition, the Consultant may request the United States to enter the litigation to protect the interests of the United States.
7. Federal Fair Labor Standards Act. All contracts and subcontracts pursuant to this Agreement shall 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 with the referenced statute or regulation. The Consultant shall address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
8. Occupational Safety and Health Act. All contracts and subcontracts pursuant to this Agreement shall incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their Subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
9. Clean Air and Water Pollution Control. Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671 q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Consultant agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. (The Consultant must include this requirement in all subcontracts that exceed \$150,000).
10. Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment. The Consultant agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].
11. Veteran's Preference. In the employment of personnel, excluding executive, administrative, and supervisory positions, the Consultant shall 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.
12. 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 Authority encourages the

Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in the performance of work activities associated with the project.

8.04 Mandatory Federal Funded Certifications. During the performance of this Agreement, the Consultant, for itself, its Subconsultants, assignees, and successors in interest (hereinafter referred to as the "Consultant"), shall comply with and shall include each of the following certifications without modification in all contracts, subcontract, solicitations for bids, request for proposals, and solicitations for negotiated contracts for Federal funding Services pursuant to this Agreement. The Consultant will act with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant, or supplier because of such direction, the Consultant may request the Authority to enter any litigation to protect the interests of the Authority. In addition, the Authority may request the United States to enter the litigation to protect the interests of the United States.

A. Certification Regarding Debarment. The Contract certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement. Any contract issued pursuant to this Agreement that exceeds \$25,000 shall verify that each participant is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant shall accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement like the Certification of Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with each contract.

If the Federal Aviation Administration later determines that a participant failed to disclose to the Consultant that it was excluded or disqualified at the time it entered the transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

B. Trade Restriction Certification. The Consultant certifies that with respect to this Agreement and any resultant contract or subcontract that all such agents of the Consultant:

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 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 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 Consultant shall provide immediate written notice to the Authority if the Consultant learns that this certification or that of a Subconsultant, or any other agent of the Consultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require each of its

Subconsultants, and any other agent of the Consultant to provide immediate written notice to the Authority if at any time it learns that its certification was erroneous because 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 any individual or entity:

4. 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
5. whose Subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such a USTR list; or
6. 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 to render, in good faith, the certification required by this provision. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. The Consultant may rely on the certification of a prospective Subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous. This certification is a material representation of the fact upon which reliance was placed when making an award. If it is later determined that the Consultant or Subconsultant, or any other agent of the Consultant knowingly rendered an erroneous certification, the FAA may direct through the Authority cancellation of the contract or subcontract for default at no cost to the Authority or the FAA.

- C. Certification Regarding Lobbying. The Consultant certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- D. Certification Regarding Tax Delinquency and Felony Convictions. The applicant must complete the following two certification statements. The applicant must indicate its status as it relates to tax delinquency and felony conviction by inserting a checkmark in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all subcontracts.
1. It is ☐ it 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. It is ☐ it not ☐ a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency

suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the Authority about its tax liability or conviction to the Authority, 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. For purposes of this certifications, the following definitions apply:

- E. 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. § 3559.
- F. 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.

8.05 Disadvantaged Business Enterprise Contract Requirements. The requirements of 49 CFR Part 26 apply to this Agreement. It is the policy of the Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this Agreement. The Authority encourages participation by all firms qualifying pursuant to this Agreement regardless of business size or ownership. The Disadvantaged Business Enterprise ("DBE") participation goal for the Agreement is eight percent (8%). The Consultant shall meet or exceed this goal or provide documentation of Consultant's good faith efforts undertaken, pursuant to 49 CFR part 26, that demonstrate sufficient evidence for Consultant's inability to meet this goal. The Consultant's failure to achieve this goal, or to provide sufficient evidence of its good faith efforts to meet this goal, shall be sufficient cause for immediate termination of this Agreement.

- A. The Consultant shall not discriminate based on race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in termination of this Agreement or any other such remedy as the recipient deems appropriate. which may include, but is not limited to:
 - 1. Withholding monthly payments.
 - 2. Assessing sanctions.
 - 3. Liquidated damages; and/or
 - 4. Disqualifying the Consultant from future bidding as non-responsible.
- B. Prompt Payment. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the Consultant receives from the Authority. The Consultant agrees further to return retainage payments to each Subconsultant within ten (10) days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE Subconsultants.
- C. Termination of DBE Subcontracts. The Consultant shall not terminate a DBE Subconsultant without prior written consent of the Authority. This includes, but is not limited to, instances in which the Consultant seeks to perform work originally designated for a DBE Subconsultant with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Consultant obtains written consent from the Authority. Unless the Authority consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

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

Before transmitting to the Authority its request to terminate and/or substitute a DBE Subconsultant, the Consultant shall give notice in writing to the DBE Subconsultant, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request.

The Consultant shall give the DBE five (5) days to respond to the Consultant's notice and advise the Authority and the Consultant of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Authority should not approve the Consultant's action. If required in a particular case as a matter of public necessity (e.g., safety), the Authority may provide a response period shorter than five (5) days.

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

8.06 Sanctions for Noncompliance. The Consultant agrees to comply with pertinent statutes, executive orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, including limited English proficiency, creed, sex, including sexual orientation and gender identity, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to the requirements of Title VI of the Civil Rights Act of 1964. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such sanctions as it or the FAA may determine to be appropriate, including, but not limited to, (1) withholding of payments to the Consultant under this Agreement until the Consultant complies and/or (2) cancellation, termination, or suspension of this Agreement, in whole or in part. The provision binds the Consultant and Consultant's Subconsultants, or any other agent, from the solicitation of this Agreement through to the completion of this Agreement.

The Consultant will take such action with respect to any subcontract or procurement as the Authority and/or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a Subconsultant, or any other agent as a result of such direction, the Consultant may request the Authority to enter into such litigation to protect the interests of the Authority, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

8.07 Mandatory Federal Funded Solicitation Clauses. All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and all Sponsor proposals for negotiated agreements regardless of funding source shall include the following clause:

- A. **Title VI Solicitation Notice.** The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000 d to 2000 d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- B. **Disadvantaged Business Enterprise.** The Authority's award of this Agreement is conditioned upon the Consultant satisfying the good faith effort requirements of 49 CFR § 26.53. As a condition of responsiveness, the Consultant must submit the following information with its proposal on the forms provided herein:
 - 1. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

2. A description of the work that each DBE firm will perform;
3. The dollar amount of the participation of each DBE firm listed under (1);
4. Written statement from the Consultant that attests their commitment to use the DBE firm(s) listed under (1) to meet the Authority's project goal;
5. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime Consultant's commitment; and
6. If Consultant cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Consultant as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE Subconsultant quote submitted to the bidder when a non-DBE Subconsultant was selected over a DBE for work on the contract.

The Authority's award of this Agreement is conditioned upon the Consultant satisfying the good faith effort requirements of 49 CFR § 26.53. As a condition of *responsibility*, every Consultant must submit the following information on the forms provided herein within five days after bid opening.

7. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
8. A description of the work that each DBE firm will perform;
9. The dollar amount of the participation of each DBE firm listed under (1);
10. Written statement from the Consultant that attests their commitment to use the DBE firm(s) listed under (1) to meet the Authority's project goal.
11. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime Consultant's commitment; and
12. If the Consultant cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Consultant as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE Subconsultant quote submitted to the bidder when a non-DBE Subconsultant was selected over a DBE for work on the contract.

ARTICLE 9

Maintenance of Records

The Consultant shall keep and maintain an acceptable cost accounting system. The Consultant shall provide the Authority, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any Work product, books, ledgers, journals, documents, correspondence, worksheets, papers, checks, registers, records and reports of the Consultant that are directly pertinent to this Agreement for the purpose of making any audit, examination, excerpts, and transcriptions, including without limitation Consultant's general accounting records and project records, together with the corresponding documents of the Consultant's Subconsultants, agents and employees to determine Consultant's compliance with this Agreement. The Consultant agrees to maintain all books, records and reports required under this Agreement for a period of not less than three (3) years after final payment is made and all pending matters are closed.

The Authority and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such Work Product, records, and documentation as often as the Authority deems

necessary during the Term of this Agreement, and during the period three (3) years thereafter. Consultant shall keep and maintain public records that ordinarily and necessarily would be required in order to perform the Services required pursuant to this Agreement; upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law; ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

The Consultant will provide all information and reports required by the regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the Authority and the FAA promptly as requested who possess the information and what efforts it has made to obtain the information. The Consultant shall require all payees (i.e. Subconsultants and agents) 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.

ANY QUESTIONS BY CONSULTANT REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, REGARDING CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT SHALL CONTACT THE AUTHORITY'S RECORDS RETENTION COORDINATOR, SARASOTA MANATEE AIRPORT AUTHORITY, 6000 AIRPORT CIRCLE, SARASOTA, FL 34243, OR AT 941-359-2770, EXT 4223.

ARTICLE 10 **Audits and Inspections**

The Consultant's records shall be open to inspection and subject to audit and/or reproduction during normal business working hours. An Authority representative or outside representative engaged by the Authority may perform such audits or inspections throughout the term of this Agreement and for a period of five (5) years after final payment or longer if required by law. 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 an 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 because of any such audit or inspections of the Consultants' invoices and/or records shall be made within a reasonable amount of time, Not-to-Exceed ninety (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 more than one half of percent (0.5%) of the total billings the reasonable actual cost of the Authority's audit shall be reimbursed to the Authority by the Consultant.

ARTICLE 11
Ownership of Work Product

All drawings, tracings, notes, plans, specifications, maps, photographs, computer files, evaluations and/or reports prepared or obtained pursuant to this Agreement, as well as all other records and data collected, together with summaries and charts derived therefrom, relating to any Services will be considered Work Products made for hire and will become the property of the Authority upon completion and Consultant's receipt of payment for the Services provided without restriction or limitation on their use and will be made available, upon request, to the Authority at any time during the performance of such Services and upon completion or termination of this Agreement. The Authority have the right to visit the Consultant at any time during normal business hours to inspect the Work Product of the Consultant.

Upon completion or termination of this Agreement, or upon the issuance by the Authority of a duly executed Change Order deleting all or portions of the Services to be provided or performed by the Consultant, all of the Consultant's Work Product related thereto, to the extent requested in writing by the Authority, shall be delivered by the Consultant to the Authority within seven (7) calendar days of the Authority making such a request. In the event the Authority gives the Consultant a written Notice of Termination of all or part of any Services, or upon the issuance to the Consultant by the Authority of a duly executed Change Order deleting all or part of any Services, the Consultant shall deliver to the Authority the requested Work Product as set forth hereinabove, and Compensation earned or owing to the Consultant for Services provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the Notice of Termination or Change Order. Upon delivery to the Authority of any Work Product to the Authority, the Authority will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Any use of Work Product obtained by the Authority under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the risk of the Authority, and without liability to the Consultant.

The Consultant, at its expense, may retain copies of all Work Product delivered to the Authority for internal use only. The Consultant and its subconsultants, if any, shall not use any Work Product without the prior expressed written permission of the Authority. The Consultant and its subconsultants shall not copyright or patent any Work Product developed pursuant to this Agreement.

ARTICLE 12
Assignment of Interest

This Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the Parties hereto. Neither Party to this Agreement shall sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation pursuant to this Agreement without the proposed assignee and Party restructuring, altering or changing its corporate structure agreeing in advance in writing with the non-assigning Party to observe and perform the terms, covenants, and conditions of this Agreement on the part of the assigning Party to this Agreement, whether express or implied, as if the proposed assignee and/or Party restructuring, altering or changing its corporate structure was an original contracting Party to this Agreement. The Consultant shall not sublet, assign, or transfer any Services approved by the Parties pursuant to this Agreement without the prior written approval of the Authority.

The Authority reserves the right to review and determine for itself the ability of any successors and assignees of the Consultant to perform the terms, covenants, and conditions of this Agreement and shall have the sole right to withhold such approval, provided such approval shall not be unreasonably withheld. If Consultant intends to engage the assistance of any Subconsultants, or other agent of any kind to perform any Services pursuant to this Agreement, the Consultant shall include an exhibit with each Service(s), labeled "Consultant's Subconsultants" that identify all said individuals and/or entities and the Service(s) assigned.

ARTICLE 13
Default of Agreement

Any violation or default of the terms, covenants, or conditions of this Agreement by the Consultant or Consultant's Subconsultants may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the Parties of this Agreement. In the event of a default of this Agreement, the Authority will provide Consultant with a notice that describes the nature of the default and corrective actions the Consultant must undertake to avoid termination of the Agreement. The Authority reserves the right to withhold payments to the Consultant until such a time the Consultant corrects the default, or the Authority elects to terminate the Agreement. The Authority's notice will identify a specific date by which the Consultant must correct the default. The Authority may proceed with termination of this Agreement if the Consultant fails to correct the default by the deadline indicated in the Authority's notice. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law. A waiver by either party of a default of any provision of this Agreement shall not be deemed to be a waiver of any other provision of this Agreement and shall not be construed to be a modification of the terms of this Agreement of any kind.

ARTICLE 14
Termination and Suspension

14.01 Termination of Agreement. The Authority may terminate this Agreement in whole or in part without cause at any time as follows:

- A. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach. 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 Authority: The Authority 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 Authority 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 is directed otherwise. 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.

The 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. Compensation will not include anticipated profit on non-performed services. The 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. If, after finalization of the termination action, the Authority determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Authority issued the termination for the convenience of the Authority.

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

- 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 180 days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, the Authority agrees to cooperate with the Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If the Authority 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 Authority's breach of the contract. In the event of termination due to Authority breach, the Engineer is entitled to invoice Authority 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. The Authority agrees to hold Consultant harmless for errors or omissions in documents that are incomplete because of the termination action under this clause.

- B. If the Authority determines for itself that the performance of the Consultant is not satisfactory, the Authority shall notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time, but not less than ten (10) days. If any deficiency is not cured within the time provided by the Authority for the Consultant to cure the deficiency, the Agreement shall be terminated at the end of such time or thirty (30) days whichever is sooner.
- C. If the Authority requires termination of the Agreement for reasons other than unsatisfactory performance of the Consultant, the Authority shall notify the Consultant of such termination, with instructions as to the effective date of the termination of Services or specify the stage of Services at which the Agreement is to be terminated. If the Agreement is terminated before performance of the Services is completed, the Consultant will be paid for the Services satisfactorily performed. Payment is to be based on substantiated costs, in accordance with the Scope of Services approved by the Parties pursuant to this Agreement, in an amount which is the percentage of Services satisfactorily completed as a percentage of the total Scope of Services approved by the Parties pursuant to this Agreement.
- D. The Authority reserves the right to cancel and terminate this Agreement in the event the Consultant, or any Consultant's Subconsultant, employee, or other agent of the Consultant is convicted for any crime arising out of or in conjunction with any Services being performed by the Consultant for or on behalf of the Authority, without penalty. It is understood and agreed that in the event of such termination, all Work Product obtained, provided, and performed pursuant to this Agreement will immediately be turned over to the Authority. The Authority reserves the right to terminate or cancel this Agreement in the event the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The Authority further reserves the right to suspend the qualifications of the Consultant to do business with the Authority upon any such conviction.
- E. Consultant is ineligible to enter an agreement with the Authority for goods or services of any amount if, at the time of entering such agreement, the Consultant is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering a contract for goods or services of One Million Dollars (\$1,000,000) or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Authority determines the Consultant submitted a false certification under Section 287.135 of the Florida Statutes, the Authority shall either terminate this Agreement after it has given the Consultant written notice and an opportunity to demonstrate the Authority's determination of the

false certification was in error pursuant to Section 287.135 of the Florida Statutes or maintain the Agreement if the conditions of Section 287.135 of the Florida Statutes are met.

- F. If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, if it disregards the Authority of the Authority's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the Authority may, without prejudice to any other right or granted by this Agreement or by law.
- G. This Agreement may be terminated by the Authority at its convenience, or due to the fault of the Consultant, by the Authority giving thirty (30) days' prior written notice to the Consultant. The Consultant may request that this Agreement be terminated by submitting a written notice to the Authority dated not less than 30 days prior to the requested termination date and stating the reason(s) for such a request. No such termination request submitted by the Consultant shall become effective unless and until the Consultant is notified in writing by the Authority of its acceptance.

14.02 Suspension of Agreement. In addition to the Authority's right to terminate this Agreement as set forth herein, the Authority may, at its convenience, stop, suspend, supplement, or otherwise change all, or any part thereof, the Services set forth in the Scope of Services approved by the Parties pursuant to this Agreement. The Authority shall provide prior written notice to the Consultant to implement a stoppage, suspension, supplement, or change to the Scope of Services or any Service approved by the Parties pursuant to this Agreement.

14.03 Delivery of Work Product. Upon termination, the Consultant shall deliver to the Authority all Work Product, records and reports requested by the Authority pertaining to all Services provided or performed by the Consultant on behalf of the Authority pursuant to this Agreement.

ARTICLE 15 **Waiver of Jury Trial**

The Parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of, or in any way connected with this Agreement. In the event Authority commences any proceeding to enforce this Agreement, Consultant will not interpose any counterclaim of whatever nature or description in any such proceedings. In the event Consultant must, because of applicable court rules, interpose any counterclaim or other claim against Authority in such proceedings, Authority and Consultant covenant and agree that, in addition to any other lawful remedy of Authority, upon motion of Authority, such counterclaim or other claim asserted by Consultant shall be severed out of the proceedings instituted by Authority and the proceedings instituted by Authority may proceed to final judgement in the Circuit Court of the 12th Judicial Circuit separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by Consultant.

ARTICLE 16 **Amendments**

All terms, covenants, and conditions set forth and contained in all the Articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both Parties to this Agreement. Modifications to any terms, covenants, and conditions of this Agreement shall only be valid when issued in writing as a duly executed Amendment. In the event of any conflicts between the terms, covenants, and conditions of the Agreement and any written Amendment, the terms, covenants, and conditions of the Amendment shall take precedence.

In the event the Authority issues a purchase order, memorandum, letter, or other instruments covering the Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the Authority's internal control purposes only, and any and all terms, covenants, and conditions contained therein, whether printed or written, shall in no way modify the terms, covenants, and conditions of this Agreement and shall have no or effect thereon. No modification, waiver, or termination of this Agreement or any of the terms, covenants, or conditions thereof shall impair the Party.

ARTICLE 17 **Notices**

All notices and elections (collectively, "notices") to be given or delivered by or to any Party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or if mailed, upon the date which the return receipt is signed or delivery is refused, or the notice designated by the postal authorities as non-deliverable. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Authority:
Chief Executive Officer
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle
Sarasota, FL, 34243

Consultant:
Kimley-Horne and Associates, Inc.
Jared Moreng, P.E., Project Manager
655 North Franklin Street
Tampa, FL 33602

Either Party may from time to time change the address to which notice under this Agreement shall be given such Party, upon ten (10) days prior written notice to the other Party.

ARTICLE 18 **Miscellaneous Provisions**

18.01 Independent Consultant. Consultant or any successor in interest to this Agreement, is and shall be deemed to be an independent Consultant and operator responsible to all parties for its respective acts or omissions, and Authority shall in no way be responsible therefor.

18.02 Securing of Agreement. The Consultant warrants that it has not employed or retained any person or other entity other than a bona fide, regular, full time employee working for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person or other entity, other than a bona fide employee working directly for the Consultant any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of this Agreement. The term "fee" shall include, but not be limited to, any brokerage fee, however denoted. In the event of a breach of this Article by the Consultant, the Authority shall have the right to terminate this Agreement without any further liability, and, at its discretion, to withhold or reduce the Compensation paid to the Consultant, or to otherwise recover the full amount of such fee, commission, percentage, gift, or consideration paid.

18.03 Time of the Essence. Time is of the essence regarding all Services approved by the Parties pursuant to this Agreement. The accurate and timely completion of all Services is essential to the interests of the Authority. The Consultant acknowledges that the Authority may suffer damages if the Consultant does not accomplish and complete all Services in accordance with the Time of Performance.

18.04 Force Majeure. Any delay to the Project Schedule or Time of Performance for any Service(s) set forth in the Scope of Services, attached as Exhibit B, approved by the Parties pursuant to this Agreement shall not constitute a default under this Agreement to the extent that such delay or failure of performance could not be prevented by Consultant's exercise of reasonable diligence and results from: (a) acts of God,

(b) fire or other casualty, (c) war, (d) public disturbance, (e) failure of the Authority, FAA or other governmental entity with oversight over the Premises to issue or deliver any permit, license or consent needed for the construction of the Required Improvements through no fault, delay, action, or inaction of Consultant, (f) and/or strikes or other labor disturbances or material/supply shortages affecting the Sarasota/Manatee area not attributable to the failure of Consultant to perform its obligations under any applicable labor contract or law and directly and adversely affecting Consultant (any, a "Force Majeure Event"). In no event shall the inability to obtain financing be deemed to be a Force Majeure Event.

18.05 Consent and Action. Whenever this Agreement calls for an approval, consent or authorization by the Authority, such approval, consent, or authorization shall be evidenced by the written approval of the President and Chief Executive Officer or his or her designee, designated in writing. In the event this Agreement is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the reasonable discretion of the Authority.

18.06 Waiver. The failure of Authority to insist on a strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any rights or remedies that Authority may have for any subsequent breach, default, or non-performance, and Authority's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.

18.07 Articles and Headings. The headings of the articles, sections, exhibits, or phrases contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such articles, sections, exhibits, and phrases.

18.08 Severability. There are no understandings or agreements except as herein expressly stated in this Agreement. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any term, covenant, condition, or application thereof, to any person, or circumstance is declared illegal, unenforceable, void, unconstitutional, or invalid for any reason by a court of valid jurisdiction, then such word, phrase, sentence, part, subsection, clause, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all terms, covenants, conditions, and applications thereof, not having been declared illegal, unenforceable, void, unconstitutional, or invalid, shall remain in full force, and effect.

18.09 Venue. In any legal action related to this Agreement, instituted by either Party, Consultant hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Venue for any administrative and/or legal action arising pursuant to this Agreement shall be the State of Florida, 12th Judicial Circuit Court.

18.10 Governing Law. This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing Services funded by the United States government.

18.11 Governmental Authority. Nothing in this Agreement shall be construed to waive or limit the Authority's governmental authority as a body politic of the State of Florida to regulate Consultant or its Services. The Authority's obligations under this Agreement are made in a proprietary capacity rather than in a governmental capacity and shall not be construed as limiting, prohibiting or eliminating the obligation of the Parties to comply with all applicable rules, regulations, ordinances, statutes and laws, nor alter or impair the Authority's governmental functions, including, but not limited to, the Authority's right to lawfully exercise its regulatory authority over the Consultant's Services, nor as enabling, permitting, or creating any cause of action or claim arising out of the lawful exercise of the Authority's governmental authority.

18.12 Binding Effect. The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.

18.13 Attorney's Fees. In the event of any action to enforce or construe the provisions of this Agreement, 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.

18.14 No Third-Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including, but not limited to, any citizen or employees of Authority and/or Consultant.

18.15 Additional 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.

18.16 Entirety Agreement. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by such reference. This Agreement, including all attached and referenced exhibits hereto, constitutes the entire Agreement between the Parties and shall supersede, replace, and nullify all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement. The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood, and agreed to be an integral part of this Agreement:

Exhibit A - RFQ No RFQ-01-2025-TWA
Exhibit B - Scope of Services, dated May 12, 2025
Exhibit C - Omitted
Exhibit D - List of Subconsultants
Exhibit E - Omitted.
Exhibit F - Authority Travel Policy

18.17 Acceptance and Authority. Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named Parties in the space provided hereinafter and being attested and witnessed as indicated.

(Continued on next page).

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement on the day and year first written above.

SARASOTA MANATEE AIRPORT AUTHORITY,
An Independent Special District
of the State of Florida

By 
Name Jesse Biter
Title Chairman
Date 06.12.2025

Approved as to Form and Legality for Authority

By 
Name Charles D. (Dan) Bailey Jr.
Title Airport Attorney
Date 6/12/2025

KIMLEY-HORN AND ASSOCIATES, INC.,
a Corporation Organized under the
Laws of the State of North Carolina

By  Gary J Nadeau
Name Gary J. Nadeau, P.E.
Title Sr. Vice President/Principal
Date June 11, 2025

Witness as to Consultant

By  Jared C Moreng
Name Jared C. Moreng, P.E.
Title Associate
Date June 11, 2025

PROFESSIONAL SERVICES FOR

REHABILITATION/RECONSTRUCTION OF TAXIWAY ALPHA AND

ALPHA CONNECTORS

(DESIGN AND BIDDING PHASE)

AT

SARASOTA BRADENTON INTERNATIONAL AIRPORT (SRQ)

May 12th, 2025

Design, Permitting, and Bidding Services

Project Description and Understanding

The Sarasota Manatee Airport Authority (“SMAA” or “Authority”) has requested Kimley-Horn (“KH” or “Consultant”) to prepare this scope of services to provide design, permitting, and bidding services related to the project entitled “Rehabilitation of Taxiway Alpha and Alpha Connectors”, hereafter referred to as the “Project”, at Sarasota Bradenton International Airport (SRQ).

Professional services provided by the Kimley-Horn team are generally described as follows: airfield civil engineering design, airfield electrical engineering design, drainage engineering design; topographic surveys; subsurface geotechnical investigations; subsurface utilities investigations; CCTV video inspection of existing storm pipes; stormwater and local jurisdictional permitting; development of construction contract documents; and bidding phase services.

A scoping meeting was held with Kimley-Horn staff and SMAA staff on April 9th, 2025. A summary of the meeting is included in Attachment A. The Project limits are generally depicted in Figure 1.

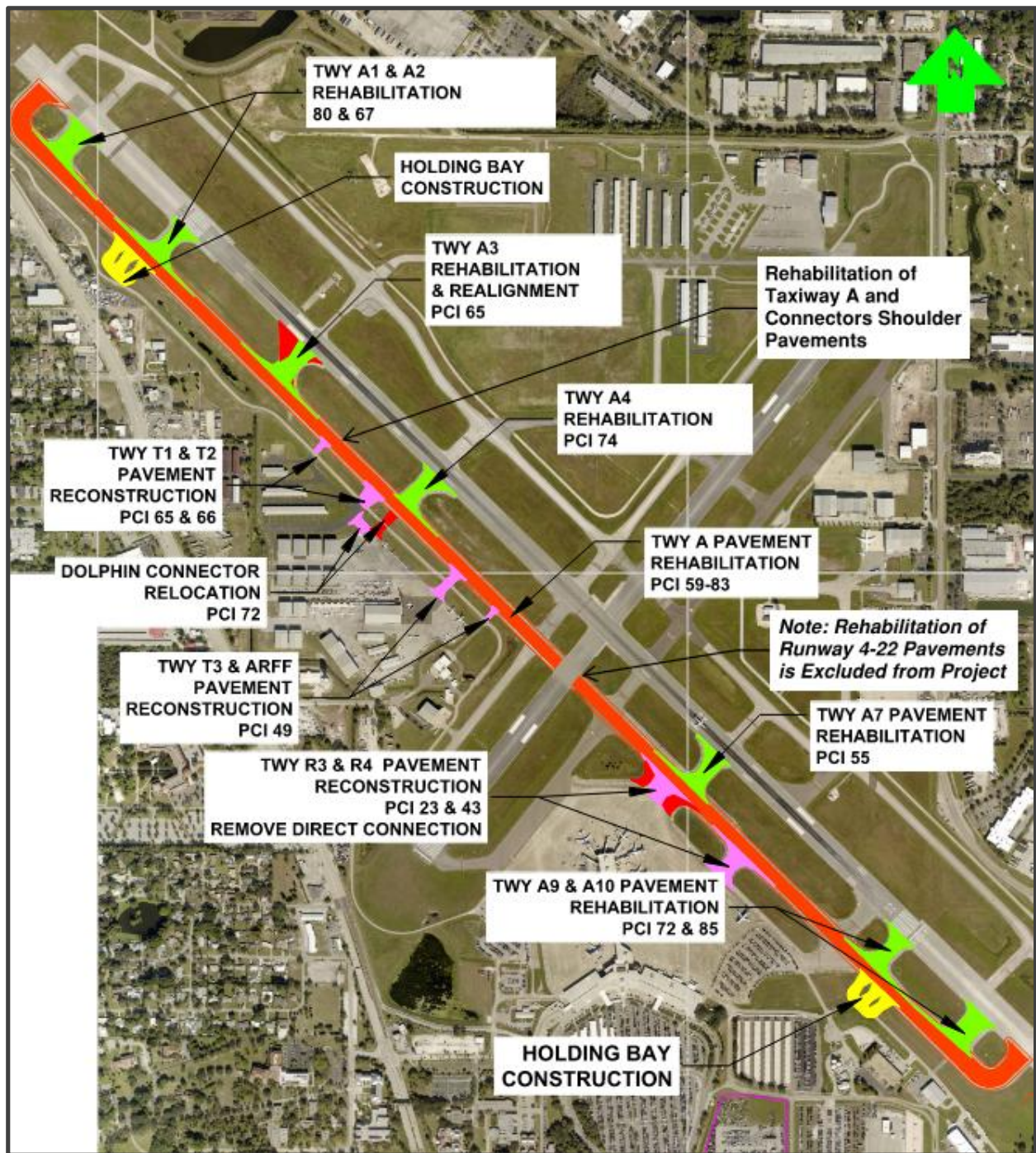


Figure 1 – Project Limits

This Scope of Services has been developed according to the following assumptions and observations:

Project Location, Applicable Standards, and Assumed Permitting Authorities:

- The Project shall be located within the general vicinity depicted in Figure 1
- Federal Aviation Administration (FAA) Standard Specifications - Airfield Civil Design/Construction Specifications, Airfield Electrical Design/Construction Specifications, FAA Engineering Briefs, FAA Standard General Provisions, FAA Standard Contract Provisions. Consideration will be given to using Florida Department of Transportation (FDOT) standard materials where applicable
- Southwest Florida Water Management District (SWFWMD) – Stormwater Permitting
- Sarasota County – Stormwater Permitting
- Manatee County – Stormwater Permitting

Funding and Stakeholders:

- Funding for design is anticipated to be provided by SMAA with planned reimbursement through FAA Airport Improvement Program (AIP) funds
- Funding for construction is anticipated to be provided through FAA AIP funds with matching funds by FDOT and SMAA
- SMAA is the primary stakeholder of the Project; other stakeholders include SRQ Air Traffic Control Tower (ATCT), SRQ Aircraft Rescue and Firefighting (ARFF), Dolphin Aviation, and Airlines at SRQ. All stakeholder outreach and interaction by Kimley-Horn shall be coordinated solely through SMAA's Engineering Project Manager

Schedule and Design Milestones:

- SMAA desires to issue Kimley-Horn Notice to Proceed for the services described herein following SMAA Board approval of the design contract (late May/early June of 2025)
- SMAA desires to advertise the project for construction bids in January 2026
- A Design Verification phase to finalize the project objectives will be completed concurrently with the 30% design phase
- Bid Documents development will be completed by end of December 2025 with milestone deliverables to be submitted at 30%, 60%, 90%, and Bid Documents stages

Project Objectives:

- **Project Limits** - Project limits include the length of Taxiway A, Taxiway connectors A1, A2, A3, A4, A7, A9, and A10, R3, R4, as well as reconfiguration/reconstruction/demolition of various taxiway connectors between Taxiway A and the Dolphin Aviation ramp areas. The project limits also include two new hold aprons to be constructed adjacent to Taxiway A. Refer to Figure 1.
 - o Per direction from SMAA, rehabilitation of Runway 4-22 pavements will not be included in the project
- **Anticipated Pavement Rehabilitation** - Per direction from SMAA on April 17th, 2025, KH has developed the following assumptions of the Project objectives based on the recommendations contained with the Engineer's Letter Report by EG Solutions, Inc. dated April 17th, 2024 (attached).
 - o Based on the Engineer's Letter Report, the Aircraft Fleet Mix for design will include current SRQ aircraft fleet mix operations and aircraft types, as well as limited future aircraft operations with Airbus A350 and Boeing B787 aircraft. See Figure 2 below.

TABLE B3						
FAARFIELD Calculated SRQ Aircraft Operations 2043						
Aircraft Type	Gross Taxi Weight (lb)	Total Operations	1st 10 Years Ops	Equivalent After 10 Years	2nd 10 Years Ops	Total Adjusted Ops
A320-200	172850	8182	93,275	9,327	101,670	194,944
B737-800	174700	8940	101,916	10,192	111,088	213,004
B737-700	155000	3714	42,340	4,234	46,150	88,490
A319-100	150796	3616	41,222	4,122	44,932	86,155
A321-200	207025	704	8,026	803	8,748	16,774
E175	83026	510	5,814	581	6,337	12,151
B757-200	256000	1526	17,396	1,740	18,962	36,358
CRJ-900	85000	672	7,661	766	8,350	16,011
E190	105712	582	6,635	663	7,232	13,867
A220-100	139000	586	6,680	668	7,282	13,962
E170	79697	110	1,254	125	1,367	2,621
B737-900	174700	3288	37,483	3,748	40,857	78,340
CRJ-700	73000	14	160	16	174	334
A220-300	156000	620	7,068	707	7,704	14,772
E195	107916	84	958	96	1,044	2,001
B757-300	271000	0	0	0	0	0
B787-10	561500	10	114	11	124	238
A350-1000	681000	20	228	23	249	477
Total Operations						790,499
			Years	Annual Growth %		
1st 10 Years			10	2.8		
2nd 10 Years				1.8		

Figure 2 – Aircraft Fleet Mix for Design

(Source – Engineer's Letter Report by EG Solutions, Inc. dated April 17th, 2024)

- o Based on the Aircraft Fleet Mix in Figure 2, the critical aircraft for taxiway geometric design is the Boeing 757-200, which is characterized by FAA for Taxiway Design Group (TDG) 4. Since projected operations by the B787-10 and A350-1000, both characterized by FAA for TDG 5, are less than 500 annual operations per year, it is anticipated that FAA funding for Taxiway Alpha improvements will be limited to areas within TDG 4 geometry as defined in FAA Advisory Circular (AC) 150/5300-

- 13B. It is anticipated that SMAA will fund improvements to the Taxiway Alpha pavements that lie beyond TDG 4 geometry.
- o Based on the Engineer's Letter Report, the center 50-foot width of Taxiway Alpha pavements will be assumed to be reconstructed to provide an asphalt pavement section that accommodates the Aircraft Fleet Mix depicted in Figure 2, utilizing the guidance in FAA Advisory Circular (AC) 150/5320-6G *Airport Pavement Design and Evaluation*.
 - o Per direction from SMAA, KH assumes that existing elevations of paved shoulders and adjacent Taxiway Safety Area (TSA) grades will remain unchanged from their existing elevations.
 - o It is assumed that the pavement layer thicknesses defined in Table 3-3 of AC 150/5320-6G will represent the minimum pavement layer thicknesses required to accommodate the Aircraft Fleet Mix depicted in Figure 2, and that no FAA Modification of Standards (MOS) is required.
- **Geometric Standards/Airplane Design Group** – The approved 2022 Airport Layout Plan (ALP) for SRQ indicates proposed future taxiway geometries and locations. Per direction from SMAA KH assumes that airfield pavement geometry shown in the ALP does not require revalidation.
 - o Taxiways A, A1, A2, A4, A7, A9, and A10 taxiway pavement geometries will not be modified as part of this Project and will be rehabilitated to their existing geometric extents.
 - o Taxiways A3, R3, and R4 will be reconstructed full-depth and reconfigured as depicted in SRQ's 2022 Airport Layout Plan (ALP) and designed to meet geometric standards per AC 150/5300-13B.
 - o Per SMAA, the future proposed taxiway centerline position of Taxiway R3 indicated in the ALP was previously agreed to by FAA's Orlando ADO; no MOS is in place or anticipated to be required.
 - o Existing taxiway connectors between the Dolphin Aviation ramp and Taxiway A to be reconstructed will be designed to meet geometric standards for Group III aircraft per AC 150/5300-13B.
 - o New Taxiway connectors to the Dolphin Aviation ramp from Taxiway A are to be designed to meet geometric standards for Group III aircraft per AC 150/5300-13B.
 - o Holding aprons constructed in the project are to be designed to meet geometric standards for Group I aircraft per AC 150/5300-13B. Holding aprons will be designed to comply with the ALP indicating three (3) aircraft parking positions.
 - **Airfield Electrical** – All taxiway edge lighting within the Project limits will receive new LED fixtures, isolation transformers, and electrical conductors. The home run circuits

for Taxiway A and associated connectors be replaced with new conductors and include replacement of the constant current regulators for those circuits.

- o SMAA desires the renaming of Taxiway A connector taxiways to Runway 14-32 to meet FAA Engineering Brief #89A *Taxiway Nomenclature Convention*. This change will require modifications to existing airfield signage and will also require updating the Airfield Lighting Control and Monitoring System (ALCMS) graphical interface within the airfield lighting electrical vault and the ATCT cab.
- o In areas where taxiway geometry and paved taxiway shoulder elevations are not modified, KH will assume that existing edge light bases, conduit runs, and counterpoise systems are to remain in place. This scope of services assumes that airfield electrical infrastructure desired to be re-used by the SMAA is of suitable condition and specification to receive new edge lighting fixtures, isolation transformers, and conductor.
- o In areas where new taxiways are installed, or in areas where taxiway pavement geometry is reconstructed and reconfigured from existing geometry, all new light bases, conduit, and counterpoise will be included in the design.
- o SMAA desires in-pavement Runway Guard Light (RGL) system to be installed at the hold position on Taxiway A south of the Runway 4-22 crossing. SMAA desires the in-pavement RGL fixtures to be encased in concrete and connected to the ALCMS. A new Constant Current Regulator (CCR) may be required to power the new RGL, to be determined in design.
- o No NAVAIDs will be modified or designed as part of this Project.
- **Construction Bid Alternates** – Per direction from SMAA, bid documents for construction will include the following bid additive alternates:
 - o The Base Bid will include Taxiway Alpha and Taxiway Connectors A1, A2, A3, A4, A7, A9, A10, R3, R4, and the Dolphin Connector Taxiway
 - o Bid Additive Alternates include:
 - Construction of Holding Aprons
 - Construction/Rehabilitation of Taxiway Connectors T1, T2, T3, and ARFF Connector
 - o Application of P-608 seal coat (asphalt emulsion rejuvenator) over newly paved areas
- **Anticipated Funding Split** – Based on the aircraft fleet mix in Figure 2, KH assumes that the following elements of the project construction costs will be eligible to receive FAA AIP grant funding:

- o Rehabilitation/Reconstruction of Taxiway Alpha, Taxiway Connectors A1, A2, A3, A4, A7, A9, A10, R3, and R4 pavements that fall within Taxiway Design Group (TDG) IV geometric standards defined in AC 150/5300-13B
- o Replacement of Taxiway Alpha, Taxiway Connectors A1, A2, A3, A4, A7, A9, A10, R3, and R4 airfield lighting and signage, including work within the Airfield Electrical Lighting Vault
- o Construction of Holding Aprons
- o Construction/Rehabilitation of Taxiway Connectors T1, T2, T3, and ARFF Connector
- o Drainage improvements required to support pavement improvements listed above
- o It is assumed that all other project construction costs will not be eligible to receive FAA AIP grant funding

Team

The professional services will include general items of work with the following breakdown of services between design team members.

Kimley-Horn and Associates:

- Lead design consultant and coordinating all efforts of the team
- Airfield civil engineering
- Pavement designs
- Project phasing and sequencing
- Preparation of plans, technical specifications, front-end bidding and contract documents, construction safety and phasing plan, and engineer's report
- Airfield signage and lighting electrical engineering

Hyatt Survey

- Topographic field survey in design

Tierra, Inc.:

- Geotechnical Investigations for design

McKim and Creed:

- Subsurface Utilities Engineering (SUE) and CCTV Storm Pipe Investigations in design

EG Solutions, Inc.:

- Environmental Resource Permitting (ERP) through Southwest Florida Water Management District (SWFWMD)
- Stormwater Design
- Peer Review of Deliverables

Proposed Project Milestone Schedule

Anticipated Notice to Proceed – May 19th, 2025	Duration	Start Date	End Date
Task 1 - Design Verification Phase	90 days	5/19/25	8/18/25
Task 2 – 30% Design Phase	90 days	5/19/25	8/18/25
Task 3 – 60% Design Phase	60 days	8/19/25	10/17/25
Task 4 – 90% Design Phase	60 days	10/18/25	12/17/25
Task 5 – Bid Documents Phase	30 days	12/18/25	1/19/26
Task 6 – Bidding	60 days	1/20/25	3/20/26

The professional services described herein will be provided as expeditiously as possible to meet a mutually agreed upon schedule. Milestone deliverable dates and durations indicated above will be progressed forward based on receipt of executed contract.

Scope of Services

Task 1 – Design Verification Phase

1.1 Design Kick-Off Meeting

KH will attend one (1) in-person kickoff meeting with SMAA Staff and design team. It is anticipated that KH's project manager will attend in-person, with other team members joining virtually in Microsoft Teams. The purpose of this meeting is to introduce the participants of the project, to confirm and clarify project and design requirements, administrative procedures, restrictions and limitations, invoicing/pay procedures, security procedures, safety requirements, and to address the concerns of affected parties. KH will prepare a written summary of the meeting.

DELIVERABLES:

- Kick off meeting agenda, kick off meeting summary with action items (pdf)

1.2 Data Collection and Review

KH will collect, review, compile, and summarize available data provided by SMAA. SMAA shall provide relevant information including as-builts, aerial photogrammetry, survey data, previous design plan record drawings, specifications, and geotechnical investigation reports. Specifically, record documents to be provided by SMAA are to provide data regarding existing pavements, stormwater infrastructure, underground utilities, and airfield electrical and communications infrastructure. This information will be compiled and visually verified (as reasonably accessible by KH staff) in the field for the preparation of a base plan for design.

KH will conduct three (3) visits to the site to visually observe the project area to inform design requirements.

The purpose of the first two site visits will be to conduct visual observations of the existing pavements within the project limits and will include in-field layout of pavement cores and soil penetration tests (borings) to be completed during the geotechnical investigation for design.

The purpose of the third site visit will be to conduct in-field visual observations of airfield electrical systems within the project limits. No electrical impedance (megger) testing will be completed by KH; recent electrical impedance data on existing circuits relevant to the Project will be provided by SMAA to KH.

DELIVERABLES:

- Field Notes/Photographs (pdf)

1.3 Field Activity Coordination

KH will coordinate with their subconsultants for the geotechnical investigations, survey, and subsurface utilities exploration (SUE) investigations.

Due to the project being located in active areas of the airfield, it is anticipated that the progression of field work will need to be phased and sequenced in a manner that allows for aircraft access to and from Runway 14-32 during field work activities. KH will develop a Field Work Procedures Manual that will outline the general scope of work for each subconsultant performing field activities, procedures for site access, communications, safety and security, badging requirements, schedule, and phasing/sequencing of activities.

KH assumes that field work will take place during daytime hours between approximately 7:00 a.m. and 7:00 p.m. in areas that remain outside of active Runway Safety Areas (RSA). For field work for which access to Runway Safety Areas (RSA) is required, KH assumes that work will be completed at night between the hours of approximately 12:00 a.m. to 5:00 a.m. It is assumed that field work will be phased in a manner to permit continuous work by subconsultants/field crews within portions of the airfield closed to aircraft, and that performing work on a “pull back basis” is not required. Maintenance of traffic (barricades, runway closure crosses, etc.) devices required to temporarily close portions of the airfield to enable field work activities will be procured, placed, and maintained by SMAA.

KH will make periodic site visits to observe the progression and execution of field activities. KH will perform a total of up to four (4) site visits during the progression of field activities.

KH personnel and subconsultants/field crews will be properly badged to work within the AOA; access to and from each phase of field work will be provided and escorted by SMAA. Field activities will be coordinated with and approved by SMAA prior to and during progression of work.

DELIVERABLES:

- Field Notes, survey and SUE data, and geotechnical report (pdf)
- Field Work Procedures Manual (pdf)

1.4 Initial Stakeholder Coordination Meeting

KH will attend and present at one (1) initial stakeholder coordination meeting to introduce the project objectives and gain feedback from stakeholders for consideration in design development. Specifically, KH will present on topics such as anticipated construction activities, operational impacts and construction phasing, and order of magnitude construction schedule will be discussed. Meeting coordination, including meeting scheduling and outreach, with stakeholders will be completed by SMAA; KH

will coordinate solely with SMAA's Project Manager with regards to stakeholder coordination. This meeting is assumed to take place virtually on Microsoft Teams and is assumed to be one (1) hour in duration.

DELIVERABLES:

- Meeting materials including agenda and presentation (MS PowerPoint and pdf)
- Meeting Summary Notes (pdf)

1.5 FAA Design Coordination Meeting

KH will attend and present at one (1) FAA design coordination meeting to introduce the project objectives and gain feedback from FAA for consideration in design development. Specifically, KH will present on topics such as anticipated construction activities, rough order of magnitude program construction cost estimate prepared in Task 1.6, operational impacts and construction phasing, and order of magnitude construction schedule will be discussed. Additionally, project funding and eligibility will be discussed. Meeting coordination, including meeting scheduling and outreach, with FAA will be completed by SMAA; KH will coordinate solely with SMAA's Project Manager with regards to FAA coordination. This meeting is assumed to take place virtually on Microsoft Teams and is assumed to be one (1) hour in duration.

DELIVERABLES:

- Meeting materials including agenda and presentation (MS PowerPoint and pdf)
- Meeting Summary Notes (pdf)

Task 2 – 30% Preliminary Design Phase

Task 2 will include preliminary design efforts as described below.

2.1 Drawing Preparation – 30% Plans

30% Plans will be prepared in accordance with specific format requirements provided by SMAA. 30% Plan sheets anticipated to be prepared within this task include:

Cover	Site Demolition Plans
Project Drawing List	Demolition Details
Summary of Quantities	Geometry and Paving Plans
General Notes	Typical Pavement Sections
Abbreviations/Legend	Paving Details
Contract Layout and Haul Route Plan	Pavement Marking Plans
Project Safety Notes	Pavement Marking Details
Project Security Notes	General Notes - Electrical
Airspace Surface Protection Plan	Electrical Abbrev/Legend
Preliminary Phasing Plans	Airfield Electrical Demolition Plans
Preliminary Maintenance of Traffic Plans	Airfield Electrical Layout Plans
Erosion & Sed. Control Plans	Airfield Electrical Details
Erosion & Sed. Control Details	

DELIVERABLES:

- 30% Plans (pdf)

2.2 Airfield Pavement Design

Using the data obtained from the geotechnical investigation, aircraft fleet mix data derived from information provided by SMAA, the Engineer's Letter Report by EG Solutions, Inc. dated April 17th, 2024, aircraft fleet mix projections from SRQ's Airport Master Plan, and Traffic Flow Management System Count (TFMSC) data, KH will develop the pavement designs relevant to the project objectives, including full-depth asphalt pavement section, overlay pavement section, and taxiway shoulder pavement section. Design for airfield pavement sections will be developed in accordance with FAA Advisory Circular (AC) 150/5320-6G *Airport Pavement Design and Evaluation* and utilize FAA's FAARFIELD software, and utilize materials specified in AC 150/5370-10H *Standards for Specifying Construction of Airfields*.

DELIVERABLES:

- Pavement Design Memorandum (pdf)

2.3 Preliminary Drainage Design Coordination

KH will coordinate with their subconsultant, EG Solutions, Inc., who will be responsible for developing preliminary stormwater design. KH will incorporate the preliminary stormwater design requirements into the 30% Plans developed under Task 2.1.

DELIVERABLES:

- See Drawing Preparation Deliverables

2.4 30% Airfield Lighting and Signage Design

KH will prepare a schematic layout and associated details of taxiway edge lighting and signage systems within the project limits. To prepare the preliminary airfield lighting and signage design, KH will utilize electrical impedance data provided by SMAA to recommend improvements to airfield electrical systems in conjunction with visual observations conducted in Task 1.2. Airfield lighting and signage designs will be prepared to conform to the requirements of FAA Advisory Circular (AC) 150/5340-30J *Design and Installation Details for Airport Visual Aids*, AC 150/5340-18H *Standards for Airport Sign Systems*, AC 150/5345-44L *Specification for Runway and Taxiway Signs*, Engineering Brief #89A *Taxiway Nomenclature Convention*, and SMAA's requirements.

DELIVERABLES:

- See Drawing Preparation Deliverables

2.5 30% Engineer's Opinion of Probable Construction Costs

KH will prepare an Engineer's Opinion of Probable Construction Costs under this task to include project quantities derived from both Plan takeoffs and assumed quantities for known items of work. The cost estimate will be broken-out according to the anticipated funding split between FAA-eligible and non-eligible items, airfield electrical, and each bid alternative described previously. KH has no control over the cost of labor, materials, equipment, or over the contractor's methods of determining prices or competitive bidding or market conditions. The Engineer's Opinion of Probable Construction Costs will be based on the information known to KH at the time of preparation and represent KH's judgment as a design professional familiar with the construction industry. KH cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

DELIVERABLES:

- 30% Engineer's Opinion of Probable Construction Costs (pdf and MS Excel)

2.6 Outline of Anticipated Technical Specifications

KH will prepare an outline of the anticipated technical specifications required. All technical specifications shall conform to FAA Advisory Circular (AC) 150/5370-10H *Standards for Specifying Construction of Airfields*.

DELIVERABLES:

- Outline of anticipated technical specifications (pdf)

2.7 Preliminary Permitting Coordination

The regulatory agencies potentially requiring a stormwater permit is anticipated to be the Southwest Florida Water Management District (SWFWMD), Sarasota County, and Manatee County. KH will coordinate with their subconsultant, EG Solutions, Inc., for the permitting effort.

DELIVERABLES:

- Pre-Application Meeting Materials/Meeting Summary (pdf)
- Permit Application Forms (pdf)
- Permitting Exhibits (pdf)
- Permit Review Comments with Responses (pdf)

2.8 Project Management

Throughout this Phase, KH shall manage the project design in accordance with customary practices for design projects. KH's internal administration for staffing, coordination, production coordination, schedule, scope and budget adherence are part of this task.

DELIVERABLES:

- Submission of Design Team's invoicing (pdf)

2.9 Quality Control

Prior to each submission, KH will perform an internal technical review of deliverables. This review will include appropriate checklists and written comments with responses for each.

DELIVERABLES:

- KH's quality control process documentation as requested by SMAA (pdf)

2.10 Meetings with SMAA

KH will conduct up to three (3) meetings with SMAA during this phase of design. Two (2) of the meetings will be held in a virtual teleconferencing platform of SMAA's choosing to review the progress of the design and gain input from SMAA Staff, while one (1) meeting will be held in-person and include a site visit to assist in informing the design process. KH anticipates that two meetings, including the in-person meeting and site visit, will be held during the 30% Design Phase development, and one virtual meeting will be held shortly after the submission of the 30% Design Phase milestone deliverables. KH will prepare meeting agendas, relevant meeting materials, and a meeting summary with action items.

DELIVERABLES:

- Meeting agenda (pdf)
- Meeting summary (pdf)

Other Services - 30% Preliminary Design Phase

Topographic Survey

Refer to the scope of services prepared by Hyatt Survey

Geotechnical Investigations

Refer to the scope of services prepared by Tierra

Subsurface Utilities Investigations (SUE)

Refer to the scope of services prepared by McKim and Creed

Storm Pipe CCTV Inspection

Refer to the scope of services prepared by McKim and Creed

Preliminary Drainage Design/Stormwater Permitting

Refer to the scope of services prepared by EG Solutions

Task 3 – 60% Design Phase

This Phase will encompass the professional services required to progress the design documents, including technical specifications, drawings, construction phasing and safety plan, and cost estimates to reflect any adjustments to the project since the previous design phase.

3.1 Drawing Preparation - 60% Plans

60% Plans will be prepared in accordance with specific format requirements provided by SMAA. 60% Plan sheets anticipated to be prepared within this task include:

Cover	Demolition Details
Project Drawing List	Geometry and Paving Plans
Summary of Quantities	Typical Pavement Sections
General Notes	Paving Details
Abbreviations/Legend	Taxiway Profiles
Contract Layout and Haul Route Plan	Pavement Elevation Plans
Project Safety Notes	Grading and Drainage Plans
Project Security Notes	Drainage Details
Airspace Surface Protection Plan	Pavement Marking Plans
Phasing Plans	Pavement Marking Details
Maintenance of Traffic Plans	General Notes - Electrical
Geotechnical Data	Electrical Abbrev/Legend
Subsurface Utility Data	Airfield Electrical Demolition Plans
Existing Conditions/Survey	Airfield Electrical Layout Plans
Horizontal and Vertical Control Plans	Airfield Electrical Details
Erosion & Sed. Control Plans	Airfield Lighting Electrical Vault
Erosion & Sed. Control Details	Modifications Plans
Site Demolition Plans	Airfield Lighting One-Line Diagrams

DELIVERABLES:

- 60% Plans (pdf)

3.2 60% Drainage Design Coordination

KH will coordinate with their subconsultant, EG Solutions, Inc., who will be responsible for developing stormwater design. KH will incorporate the stormwater design requirements into the Plans.

DELIVERABLES:

- See Drawing Preparation Deliverables

3.3 60% Airfield Lighting and Signage Design

KH will progress the design for layout and associated details of taxiway edge lighting and signage systems within the project limits. Airfield lighting and signage designs will be prepared to conform to the requirements of FAA Advisory Circular (AC) 150/5340-30J *Design and Installation Details for Airport Visual Aids*, AC 150/5340-18H

Standards for Airport Sign Systems, AC 150/5345-44L Specification for Runway and Taxiway Signs, Engineering Brief #89A Taxiway Nomenclature Convention, and SMAA's requirements.

DELIVERABLES:

- See Drawing Preparation Deliverables

3.4 Preliminary Construction Safety and Phasing Plan (CSPP)

KH will prepare the preliminary CSPP for submission to FAA. This document will be submitted to SMAA Staff for review and comment. Comments received from SMAA will be incorporated into the CSPP, which will be submitted to FAA with the 7460-1 during this Phase.

DELIVERABLES:

- Preliminary CSPP (pdf)

3.5 Airspace Obstruction Evaluation, 7460-1

In accordance with Title 14 of the Code of Federal Regulations (CFR 14), Part 77, KH will compile the necessary data to prepare and submit 7460-1's to the FAA for the Obstruction Evaluation/Airport Airspace Analysis (OE/AAA). KH will coordinate with SMAA Staff for filing of the 7460-1(s) by SMAA through OE/AAA.

DELIVERABLES:

- Electronic PDF copies of all information to be submitted by SMAA through OE/AAA.

3.6 Categorical Exclusion (CATEX) Assistance

KH will assist SMAA in preparing a CATEX document following ARP SOP No. 5.1 Effective Date: June 2, 2017. Data for the CATEX will be gathered via online information and mapping.

The CATEX prepared by SMAA is assumed to include a study area incorporating the Project footprint and known temporary impacts at that time. KH will provide SMAA with relevant project information requested by SMAA for their preparation of the CATEX. SMAA will compile and prepare all forms, exhibits, and supporting documentation for the CATEX, and will submit the document to FAA. KH will assist SMAA with up to one (1) revision to the CATEX based on review comments from FAA. The potential environmental impacts of the proposed project and mitigation measures to minimize impacts will be documented in the CATEX.

Due to the nature of the project, which is in an entirely disturbed area, will not affect aircraft patterns, and is not anticipated to trigger extraordinary circumstances—no technical analyses will be conducted. It is assumed coordination with the State Historic Preservation Office (SHPO) will not be needed under Section 106. No new fieldwork or agency coordination will be conducted.

Assumptions and Limitations:

- The CATEX will be based on facility, operational, and construction data from the Client and impact information from the design team.
- No separate technical analyses, field surveys, or technical reports will be prepared as part of this project. No agency coordination will be conducted.
- No development of operations forecasts, passenger enplanements forecasts, or fleet mix data will be conducted, and no noise analysis is required.
- This project will not change fleet mix and is exempt under FAA's Presumed to Conform List; no air quality analysis is required.

DELIVERABLES:

- N/A

3.7 60% Technical Specifications

KH will prepare 60%-level technical specifications required. Specifications will follow FAA format using unit costs where applicable. All technical specifications shall conform to FAA Advisory Circular (AC) 150/5370-10H *Standards for Specifying Construction of Airfields*.

DELIVERABLES:

- 60% Technical Specifications (pdf)

3.8 Draft Engineer's Design Report

KH will prepare a draft engineer's design report. The document will include narrative reflecting the design assumptions, processes, calculations, funding sources and rationale for selection of various design elements. This report will include pertinent documents in support of direction already provided and decisions already made by SMAA, our Team, and/or pertinent authorities.

DELIVERABLES:

- Draft Engineer's Design Report (pdf)

3.9 Permitting Coordination

KH will coordinate with their subconsultant, EG Solutions, Inc., for the permitting effort and provide documentation requested by permitting authorities.

DELIVERABLES:

- Electronic PDF of permitting documentation

3.10 Project Management

Throughout this Phase, KH shall manage the project design in accordance with customary practices for design projects. KH's internal administration for staffing, coordination, production coordination, schedule, scope and budget adherence are part of this task.

DELIVERABLES:

- Submission of Design Team's invoicing (pdf)

3.11 Quality Control

Prior to each submission, KH will perform an internal technical review of deliverables. This review will include appropriate checklists and written comments with responses for each.

DELIVERABLES:

- KH's quality control process documentation as requested by SMAA (pdf)

3.12 Meetings with SMAA

KH will conduct up to three (3) meetings with SMAA during this phase of design. Two (2) of the meetings will be held in a virtual teleconferencing platform of SMAA's choosing to review the progress of the design and gain input from SMAA Staff, while one (1) meeting will be held in-person and include a site visit to assist in informing the design process. KH anticipates that two meetings, including the in-person meeting and site visit, will be held during the 60% Design Phase development, and one virtual meeting will be held shortly after the submission of the 60% Design Phase milestone deliverables. KH will prepare meeting agendas, relevant meeting materials, and a meeting summary with action items.

DELIVERABLES:

- Meeting agenda (pdf)
- Meeting summary (pdf)

3.13 Stakeholder Coordination Meeting 2

KH will attend and present at Stakeholder Coordination Meeting 2 to review the progress of design and gain feedback from stakeholders for consideration in design development. Specifically, KH will present on topics such as anticipated construction activities, operational impacts and construction phasing, and order of magnitude construction schedule will be discussed. Meeting coordination, including meeting scheduling and outreach, with stakeholders will be completed by SMAA; KH will coordinate solely with SMAA's Project Manager with regards to stakeholder coordination. This meeting is assumed to take place virtually on Microsoft Teams and is assumed to be one (1) hour in duration.

DELIVERABLES:

- Meeting materials including agenda and presentation (MS PowerPoint and pdf)
- Meeting Summary Notes (pdf)

Other Services – 60% Design Phase

60% Drainage Design

Refer to scope of services prepared by EG Solutions, Inc.

Stormwater Permitting

Refer to scope of services prepared by EG Solutions, Inc.

Task 4 – 90% Design Phase

This Phase will encompass the professional services required to progress the 60% bid documents, including technical specifications, drawings, and construction phasing and safety plan to reflect any adjustments to the project since the previous Phase.

4.1 Drawing Preparation - 90% Plans

90%-Plans prepared within this task may include:

Cover	Demolition Details
Project Drawing List	Geometry and Paving Plans
Summary of Quantities	Typical Pavement Sections
General Notes	Paving Details
Abbreviations/Legend	Taxiway Profiles
Contract Layout and Haul Route Plan	Pavement Elevation Plans
Project Safety Notes	Grading and Drainage Plans
Project Security Notes	Drainage Details
Airspace Surface Protection Plan	Cross Sections
Phasing Plans	Pavement Marking Plans
Maintenance of Traffic Plans	Pavement Marking Details
Geotechnical Data	General Notes - Electrical
Subsurface Utility Data	Electrical Abbrev/Legend
Existing Conditions/Survey	Airfield Electrical Demolition Plans
Horizontal and Vertical Control Plans	Airfield Electrical Layout Plans
Erosion & Sed. Control Plans	Airfield Electrical Details
Erosion & Sed. Control Details	Airfield Lighting Electrical Vault Modifications Plans
Site Demolition Plans	Airfield Lighting One-Line Diagrams

DELIVERABLES:

- 90% Plans (pdf)

4.2 90% Drainage Design Coordination

KH will coordinate with their subconsultant, EG Solutions, Inc., who will be responsible for progressing stormwater design. KH will incorporate updated stormwater design requirements into the Plans.

DELIVERABLES:

- See Drawing Preparation Deliverables

4.3 90% Airfield Lighting and Signage Design

KH will progress the design for layout and associated details of taxiway edge lighting and signage systems within the project limits. Airfield lighting and signage designs will be prepared to conform to the requirements of FAA Advisory Circular (AC) 150/5340-30J *Design and Installation Details for Airport Visual Aids*, AC 150/5340-18H

Standards for Airport Sign Systems, AC 150/5345-44L Specification for Runway and Taxiway Signs, Engineering Brief #89A Taxiway Nomenclature Convention, and SMAA's requirements.

DELIVERABLES:

- See Drawing Preparation Deliverables

4.4 Final Construction Safety and Phasing Plan (CSPP)

Any comments received from FAA on the CSPP will be incorporated into the final CSPP during this Phase. The Final CSPP will be incorporated into the Contract Documents for bid.

DELIVERABLES:

- Final for Bid CSPP (pdf)

4.5 90% Engineer's Opinion of Probable Construction Costs

KH will prepare an Engineer's Opinion of Probable Construction Costs under this task to include project quantities derived from both Plan takeoffs and assumed quantities for known items of work. KH has no control over the cost of labor, materials, equipment, or over the contractor's methods of determining prices or competitive bidding or market conditions. The Engineer's Opinion of Probable Construction Costs will be based on the information known to KH at the time of preparation and represent KH's judgment as a design professional familiar with the construction industry. KH cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

DELIVERABLES:

- 90% Engineer's Opinion of Probable Construction Costs (pdf and MS Excel)

4.6 90% Technical Specifications

KH will prepare 90%-level technical specifications required. Specifications will follow FAA format using unit costs where applicable. All technical specifications shall conform to FAA Advisory Circular (AC) 150/5370-10H *Standards for Specifying Construction of Airfields*.

DELIVERABLES:

- 90% Technical Specifications (pdf)

4.7 Draft Front-End Documents/Project Manual

KH will prepare Draft Front-End Documents utilizing SMAA's preferred format and standard forms. This includes preparing bid documents/bid forms, general provisions, and special provisions (if required).

SMAA will supply the Authority's standard procurement documents and special conditions required.

KH will compile the front-end documents and combine them with the Technical Specifications for preparation of the Project Manual.

DELIVERABLES:

- Draft Front-End Documents/Project Manual (pdf)

4.8 Permitting Coordination

KH will coordinate with their subconsultant, EG Solutions, Inc., for the permitting effort and provide documentation requested by permitting authorities.

DELIVERABLES:

- Electronic PDF of permitting documentation

4.9 Project Management

Throughout this Phase, KH shall manage the project design in accordance with customary practices for design projects. KH's internal administration for staffing, coordination, production coordination, schedule, scope and budget adherence are part of this task.

DELIVERABLES:

- Submission of Design Team's invoicing (pdf)

4.10 Quality Control

Prior to each submission, KH will perform an internal technical review of deliverables. This review will include appropriate checklists and written comments with responses for each.

DELIVERABLES:

- Design Team's quality control documentation as requested by SMAA (pdf)

4.11 Meetings with SMAA

KH will conduct up to three (3) meetings with SMAA during this phase of design. Two (2) of the meetings will be held in a virtual teleconferencing platform of SMAA's choosing to review the progress of the design and gain input from SMAA Staff, while one (1) meeting will be held in-person and include a site visit to assist in informing the design process. KH anticipates that two meetings, including the in-person meeting and site visit, will be held during the 90% Design Phase development, and one virtual meeting will be held shortly after the submission of the 90% Design Phase milestone deliverables. KH will prepare meeting agendas, relevant meeting materials, and a meeting summary with action items.

DELIVERABLES:

- Meeting agenda (pdf)
- Meeting summary (pdf)

Other Services – 90% Design Phase**90% Drainage Design**

Refer to scope of services prepared by EG Solutions, Inc.

Stormwater Permitting

Refer to scope of services prepared by EG Solutions, Inc.

Task 5 – Final Design Phase – Bid Documents

This Phase will encompass the professional services required to progress and finalize the bid documents, including front-end and technical specifications, drawings, construction phasing and safety plan, and cost estimates to reflect any adjustments to the project since the previous Phase.

5.1 Drawing Preparation – Plans for Bid

It is anticipated that the drawings prepared during the 90% Design Phase will constitute the Bid Plans drawing list. The 90% Plans will be progressed and finalized during this phase to be issued for advertisement by SMAA to obtain construction bids.

DELIVERABLES:

- Plans for Bid (pdf)
- AutoCAD 2024 files of all drawings including reference files (dwg)

5.2 Final Drainage Design Coordination

KH will coordinate with their subconsultant, EG Solutions, Inc., who will be responsible for finalizing the stormwater design. KH will incorporate updated stormwater design requirements into the Final Plans.

DELIVERABLES:

- See Drawing Preparation Deliverables

5.3 Final Airfield Lighting and Signage Design

KH will finalize the design for layout and associated details of taxiway edge lighting and signage systems within the project limits. Airfield lighting and signage designs will be prepared to conform to the requirements of FAA Advisory Circular (AC) 150/5340-30J *Design and Installation Details for Airport Visual Aids*, AC 150/5340-18H *Standards for Airport Sign Systems*, AC 150/5345-44L *Specification for Runway and*

Taxiway Signs, Engineering Brief #89A Taxiway Nomenclature Convention, and SMAA's requirements.

DELIVERABLES:

- See Drawing Preparation Deliverables

5.4 Technical Specifications for Bid

KH will prepare the technical specifications required to be issued for advertisement by SMAA to obtain construction bids. All technical specifications shall conform to FAA Advisory Circular (AC) 150/5370-10H *Standards for Specifying Construction of Airfields*.

DELIVERABLES:

- Technical Specifications for Bid (pdf)

5.5 Front-End Documents/Project Manual for Bid

KH will prepare the Front-End Documents for Bid utilizing SMAA's preferred format and standard forms. This includes preparing bid documents/bid forms, general provisions, and special provisions (if required).

SMAA will supply the Authority's standard procurement documents and special conditions required.

KH will compile the front-end documents and combine them with the Technical Specifications for preparation of the Project Manual for Bid.

DELIVERABLES:

- Front-End Documents and Compiled Project Manual for Bid (pdf)

5.6 Final Engineer's Opinion of Probable Construction Costs

KH will finalize the Engineer's Opinion of Probable Construction Costs prepared during the 90% Design Phase to include project quantities derived from both Bid Plan takeoffs and assumed quantities for known items of work. KH has no control over the cost of labor, materials, equipment, or over the contractor's methods of determining prices or competitive bidding or market conditions. The Engineer's Opinion of Probable Construction Costs will be based on the information known to KH at the time of preparation and represent KH's judgment as a design professional familiar with the construction industry. KH cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

DELIVERABLES:

- Final Engineer's Opinion of Probable Construction Costs (pdf and MS Excel)

5.7 Final Engineer's Design Report

KH prepare updates to and finalize the draft engineer's design report submitted in the 60% phase of design. The document will include narrative reflecting the design assumptions, processes, calculations, funding sources and rationale for selection of various design elements. This report will include pertinent documents in support of direction already provided and decisions already made by SMAA, our Team, and/or pertinent authorities.

DELIVERABLES:

- Final Engineer's Design Report (pdf)

5.8 Final Permitting Coordination

KH will coordinate with their subconsultant, EG Solutions, Inc., to finalize permitting efforts and provide any additional documentation requested by permitting authorities.

DELIVERABLES:

- Electronic PDF of permitting documentation

5.9 Project Management

Throughout this Phase, KH shall manage the project design in accordance with customary practices for design projects. KH's internal administration for staffing, coordination, production coordination, schedule, scope and budget adherence are part of this task.

DELIVERABLES:

- Submission of Design Team's invoicing (pdf)

5.10 Quality Control

Prior to each submission, KH will perform an internal technical review of deliverables. This review will include appropriate checklists and written comments with responses for each.

DELIVERABLES:

- Design Team's quality control documentation as requested by SMAA (pdf)

5.11 Meeting with SMAA

KH anticipates that one (1) meeting will be held shortly after the submission of the Final Design milestone deliverables and prior to the Project being advertised for bids. KH will conduct up the meeting with SMAA in a virtual teleconferencing platform of SMAA's choosing to review the progress of the design and gain input from SMAA Staff. KH will prepare meeting agendas, sign in sheets, and meeting summary with action items.

DELIVERABLES:

- Electronic PDF of meeting agenda, sign in sheet, and meeting summary.

Other Services

Final Drainage Design

Refer to scope of services prepared by EG Solutions, Inc.

Stormwater Permitting/Local Jurisdictional Permitting

Refer to scope of services prepared by EG Solutions, Inc.

Task 6 – Bidding Phase

6.1 Pre-Bid Meeting

KH will prepare exhibits relative to the project, attend and present at the pre bid meeting. KH will participate in a site walk with prospective bidders. This meeting will be facilitated by SMAA Staff with support from KH.

DELIVERABLES:

- Meeting agenda and meeting materials (MS PowerPoint and pdf)

6.2 Preparation of Addenda

KH will coordinate with the team and prepare addenda materials. Up to four (4) addenda packages are estimated. SMAA will make available these documents to potential bidders and plan rooms. These documents will reflect all modifications to the plans and specifications identified in the bid addenda.

DELIVERABLES:

- Response to bidder questions and revision to applicable construction plans and specifications (up to 4 addenda packages) (pdf)

6.3 Bid Analysis

KH will attend the bid opening and review bids received by SMAA for completeness and compliance with the requirements specified within the Bid Documents. KH will provide a tabulation of bids received for construction and will summarize findings in a letter to SMAA.

DELIVERABLES:

- Bid Tabulation (pdf and MS Excel)
- Bid Summary Letter (pdf)

Additional Services Presently Excluded

The following services are presently excluded from this scope of services; however, they can be added at the discretion of SMAA for an additional fee:

- Survey, Relocation, or Mitigation of threatened, protected, or endangered species
- Environmental Contamination Assessments
- Redesign from new FAA Standards (AC 150/5370-10J upcoming)
- Modifications to FAA Standards
- Permitting through the City of Sarasota
- Site permitting through Sarasota County – this scope of services assumes that permitting through Sarasota County will be limited to review of stormwater impacts
- Site permitting through Manatee County – this scope of services assumes that permitting through Manatee County will be limited to review of stormwater impacts
- Design, permitting, or coordination for new or adjustment of existing underground utilities (water, sanitary, fiber optic, gas, electrical systems apart from airfield electrical) is presently excluded – services may be added as additional scope following completion of the Design Verification Phase
- Post-Design Services During Construction, Construction Observation, Project Closeout Services, and Owner's Quality Assurance (QA) Testing
- CATEX revisions beyond those described in Task 3.7 will be considered additional services
- Additional CATEX or NEPA documentation beyond those described in Task 3.7 will be considered additional services
- Payment of permit application fees or mitigation fees
- Based on upcoming changes to Florida stormwater rules, this scope of services has been developed to assume that SWFWMD deems the Environmental Resource Permit (ERP) application(s) for the project to be complete prior to December 28th, 2025. Should permitting agency review timelines and acceptance of permit applications exceed this date, additional services may be required
- Hardy copy reproduction of documents except where specifically noted in this scope of services

- This Scope of Services has been developed assuming the construction of the Project will be awarded as a single construction contract. Subdividing the program into multiple bid packages will be considered additional services
- KH assumes that any as-built data or record drawings of the area will require verification through subsurface utility investigations and topographic survey
- Preparation of airfield circuit maps is presently excluded
- Participation in, or facilitation of, FAA Safety Risk Assessment/Safety Risk Management is presently excluded
- Airfield Electrical Impedance (megger) Testing of circuits is excluded; KH will rely on airfield circuit electrical impedance data provided by SMAA

END OF SCOPE OF SERVICES

SUBCONSULTANT SCOPES OF WORK



April 22, 2025

Mr. Jared Moreng, P.E.
Kimley-Horn
201 North Franklin Street, Ste. 1400
Tampa, FL 33602

Re: Proposal for Professional Surveying Services
Sarasota International Airport (SRQ) Taxiway A
Topographic Surveys (9,700 LF; 123 Ac.+/-)
Charlotte County, Florida

Dear Mr. Moreng:

Pursuant to the information you have 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 Taxiway A and associated areas (9,700 LF; 123 Ac.+/-) as located at the Sarasota International Airport (SRQ) in Manatee County, Florida, and depicted in the attached exhibit.
- a. All pavement will be surveyed on a 20' grid interval with spot elevations at edge of pavement each side, edge of shoulder each side, mid width of left lane, centerline, and mid width of right lane. All other areas will be surveyed on a 50' grid interval.
- b. No Right-of-way or Boundary lines will be determined as part of this SOW.
- c. Taxiway connectors that are adjacent to any runway shown within the project limits will be surveyed 50' into the runway or adjacent pavement.
- d. Hyatt Survey will locate all drainage structures and pipes that are within the limits defined above or that pass through the survey limits to the next structure outside of the project limits.
- e. The survey of drainage structures and pipes will include all inverts of pipes, size of pipes, and material of pipes. Survey of drainage structures will include type of structure, inverts of connections, bottom of structure, and rim elevation
- f. The survey shall include the location and identification of all above ground, visible structures (including overhead wires) and features along with any accessible subterranean features including pipe inverts with size and material. In addition, the survey will collect all centerline markings, hold bar markings, edge of pavement, taxiway edge lights, manholes/handholes and storm structures inside the survey limits.
- g. This survey will be referenced to NAD83/11 Florida State Plane Coordinates.



Mr. Jared Moreng, PE

Kimley-Horn

April 22, 2025

Page 2

- h. All elevations will be referenced to published NGS benchmarks relative to the NAVD 88 vertical datum.
- i. This scope of services has been prepared based on eight (8) hour workdays with full access to all areas and the assumption that approximately 20% of this project will require surveying at night. If our working hours are adjusted or limited by the airport authority beyond these assumptions, the completion timeframe will be extended.

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

- 1. Taxiway A - Topographic Survey: **\$ 168,947.22**

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.

I have attached our standard "General Contract, Provisions and Conditions" as part of this agreement. To accept this proposal, please sign where indicated below and return a copy of this document as your acceptance of this agreement and our authorization to proceed.

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.

A handwritten signature in black ink that reads "Pamela A. Hyatt".

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

Accepted by: **Kimley-Horn**

Sign here: _____ Date: _____

Print name here: _____

EXHIBITS



1. ALL PAVEMENT SHALL BE SURVEYED ON 25' GRID WITH SPOT ELEVATIONS AT EDGE OF PAVEMENT EACH SIDE OF SHOULDER EACH SIDE, MID WIDTH OF LEFT LANE, CENTERLINE, AND MID WIDTH OF RIGHT LANE.
2. TAXIWAY CONNECTORS THAT ARE ADJACENT TO ANY RUNWAY SHOWN WITHIN THE PROJECT LIMITS SHALL BE SURVEYED 50' INTO THE RUNWAY OR ADJACENT PAVEMENT.
3. SURVEY ALL DRAINAGE STRUCTURES AND PIPES THAT ARE WITHIN THE LIMITS DEFINED ABOVE OR THAT PASS THROUGH THE SURVEY LIMITS ABOVE TO THE NEXT STRUCTURE OUTSIDE OF THE PROJECT LIMITS. SURVEY OF DRAINAGE STRUCTURES AND PIPES SHALL INCLUDE ALL INVERTS OF PIPES, SIZE OF PIPES, AND MATERIAL OF PIPES. SURVEY OF DRAINAGE STRUCTURES SHALL INCLUDE TYPE OF STRUCTURE, INVERTS OF CONNECTIONS, BOTTOM OF STRUCTURE, AND RIM ELEVATION.

- - - - - PROJECT LIMITS
 TAXIWAY A & ALPHA CONNECTORS SURVEY LIMITS (±113 AC / ±37 AC NIGHT WORK)
 SURVEY NIGHT WORK
 HOLD BAY SURVEY LIMITS (±7 AC)
 ASSUMED DRAINAGE STRUCTURE
 ASSUMED DRAINAGE PIPE



ATTACHMENT "A"
GENERAL CONTRACT
Provisions & Conditions

Services to be rendered under this Contract Agreement (Agreement) between Hyatt Survey Services, Inc. (Hyatt Survey) and the Client are based upon those provisions as set forth in the original proposal letter (Proposal) and are included together with and made part of this Agreement. The Proposal and these General Contract Provisions & Conditions represent the entire understanding between the Client and Hyatt Survey. Any modifications in the terms of this Agreement must be executed in writing and accepted by both parties involved.

A. Description of Services:

1. The Basic Services to be performed under this contract are limited to those "Scope of Services" items as specifically stated on the attached proposal and no others.
2. Any Additional Services requested after the commencement date of this project will be considered as Additional Services to the Basic Services. All additional Services will be subject to additional compensation either at Hyatt Survey's current hourly rate schedule or at a rate as agreed to by both Hyatt Survey and the Client.

B. Standard Provisions:

1. The Proposal is valid for a period of thirty (30) days from the date thereon. All hourly rates quoted are subject to revision quarterly, unless otherwise agreed upon by both parties.
2. Hyatt Survey will carry and maintain worker's compensation, general liability, professional liability and comprehensive automobile liability insurances for the period of this contract. Proof of insurance will be furnished upon request. Coverage requested above the established company limits may be available upon agreement for reimbursement for additional expenses by the Client.
3. Payments to Hyatt Survey are the sole responsibility of the signatory of the Agreement and are not subject to any third party compensation condition or agreement. Invoices are rendered as agreed upon, but not to exceed monthly, and are deemed due and payable upon receipt. Outstanding invoices over thirty (30) days past due from the date on the invoices are deemed "past due" and subject to a finance charge of 1 ½ percent per month. Invoice payments must be kept current and are not to exceed 30 days. After this 30 days all work may be subject to suspension, unless otherwise agreed upon by both parties.
4. Either the Client or Hyatt Survey may, with seven (7) days written notice, terminate this agreement, if the other party fails to perform under the terms of this contract. If termination of the project is through no fault of Hyatt Survey, Hyatt Survey will be compensated for all services performed to date, including all reimbursable expenses along with a 10% "Termination Expense Assessment" of all remaining unbilled project fees per this agreement. Additional project mobilization or start up fees may be added to any fee remaining after termination of a project, if the project is reactivated after a period of ten (10) days.



5. Hyatt Survey's services under this contract do not include participation in any actions of litigation. All expert witness services are to be provided by and compensated for under a separate contract as negotiated and executed by the parties.
6. The Client and Hyatt Survey agree that no warranties, guarantees, representations, or statements of any nature have been relied upon and used as a basis for this agreement, unless contained herein or as may be implied to in Florida Statutes.
7. Hyatt Survey is not responsible for any failure to perform under any conditions which arise from causes beyond Hyatt Survey's reasonable control or which may be caused by any unavoidable or unforeseeable action arising beyond any reasonable Hyatt Survey or Client control.
8. To the fullest extent provided by law, and withstanding any other provision of this Agreement, the total aggregate liability due to any error, omission or other professional negligence will be limited to a total sum of \$10,000.00 or the fee agreed upon under this Agreement (less any third part costs), whichever is greater.
9. Any errors, omissions or deficiencies on any document issued by Hyatt Survey and observed by the Client or his representative, must be reported only to Hyatt Survey promptly in order to facilitate mitigation of any claimed losses, which may arise or be due.
10. Hyatt Survey will be entitled to collect it's costs and reasonable attorney's fee incurred in the collection of any fee due Hyatt Survey; including all fees incurred in any litigation resulting from the enforcement of any of the terms of this Agreement.
11. All original documents and files, both digital and hardcopy, resulting from the Agreement are and will remain the property of Hyatt Survey. Hyatt Survey will furnish six (6) copies of the final product as directed for delivery by the Client. Any reuse or reissue of drawings or documents must be approved by Hyatt Survey and must be limited to the specific purpose stated on the face of the document. The Client will hold Hyatt Survey harmless from all claims arising from unauthorized acts of reissuance or reuse of any document of service in this Agreement.
12. The Client will approve all sub-contracts or sub-consultants prior to engagement by Hyatt Survey on their behalf. Hyatt Survey may act as an Authorized Agent only when both the Client and Hyatt Survey properly execute a written agreement.

TIERRA

May 9, 2025

Kimley-Horn
201 North Franklin Street, Ste. 1400
Tampa, FL 33602

Attn: Mr. Jared Moreng, P.E.

**RE: Proposal for Geotechnical Engineering Services
Sarasota Bradenton International Airport
Taxiway Alpha and Alpha Connectors
Tierra Project No. 6511-25-098**

Mr. Moreng:

Tierra, Inc. appreciates the opportunity to be of service to Kimley-Horn. Please find attached our proposal for the requested scope of services for the referenced project.

Project Description

The project is located at Sarasota Bradenton International Airport (SRQ) and consists of improvements to the existing Taxiway A and connectors. Preliminary field work plans for the proposed improvements are included in the attachments.

Tierra understands that portions of the field work will be required as nightwork, as outlined in the hatched areas in the attachments.

Scope of Services

1. Review published soils and topographic information. This published information will be obtained from the appropriate Quadrangle Map published by the United States Geological Survey (USGS) and the Soil Surveys of Sarasota and Manatee Counties, Florida, published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS)
2. Conduct a visual site reconnaissance of the project site and coordinate with the airport for access and utility clearance. Obtain required utility clearance ticket via Sunshine One Call.
3. Perform a Ground Penetration Radar (GPR) survey at the proposed boring locations to identify, if possible, utility conflicts.
4. Perform a GPR survey in the areas of existing storm pipes to identify, if evident, potential voids or areas determined to warrant additional explorations. The locations of GPR will be coordinated with Kimley-Horn.
5. Identify general location and description of potentially deleterious materials discovered in the borings, which may interfere with construction progress and pavement performance.

6. Perform a field work program as described below:
 - o Perform eighty-five (85) pavement cores with Taxiway A and Taxiway A connectors.
 - o Perform on the order of thirty-two (32) Standard Penetration Test (SPT) borings to depths of 15 feet below grade.
 - o Collect thirteen (13) bulk samples for California Bearing Ratio (CBR) testing.
7. Measure groundwater levels and estimate the Seasonal High Groundwater Table (SHGWT) at select locations.
8. Visually classify and stratify all recovered soil samples in the laboratory using the Unified Soil Classification System (USCS). Perform laboratory classification testing on representative soil samples.
9. Prepare an engineering report, which summarizes the course of study pursued, the field and laboratory data generated, the subsurface conditions encountered and our recommendations.

Service Fee

It is proposed that the fee for the performance of the above-outlined services be determined on a unit price basis, in accordance with our attached Fee Schedule. A copy of our Fee Schedule is enclosed herewith. On the basis of the estimated quantities, it is estimated the fees to perform the geotechnical study are **\$74,993.71**.

We will provide you with verbal results of tested conditions and immediately notify you should conditions impacting our scope, schedule, or cost of services occur. The proposal is based on the assumption that no hazardous materials exist on-site that would impact our investigation. This proposal is based on the borings being readily accessible to our standard drilling equipment.

Closing

We appreciate the opportunity to offer our services to you. We look forward to working with you on this project. Should you have any questions concerning this proposal, please do not hesitate to contact this office.

Respectfully Submitted,

TIERRA, INC.



Daniel R. Ruel, P.E.
Geotechnical Engineer



Kevin H. Scott, P.E.
Senior Geotechnical Engineer

Attachment: Fee Sheet
Concept Plan

Item Description	Unit	Unit Price	Quantity	Total
101-Aggregate Carbonates & Organic Matter FM 5-514	Test	\$ 164.00		\$ -
102-Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	\$ 89.00		\$ -
103-Aggregate Shell Content of Coarse Aggregate FM 5-555	Test	\$ 124.00		\$ -
104-Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	Test	\$ 94.50		\$ -
105-Aggregate Soundness AASHTO T104	Test	\$ 371.00		\$ -
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	\$ 115.50		\$ -
107-Aggregate Total Moisture Content by Drying AASHTO T255	Test	\$ 68.50		\$ -
108-Aggregate Unit Mass & Voids AASHTO T19	Test	\$ 71.50		\$ -
109-Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	\$ 137.50		\$ -
200-Asphalt Bulk Specific Gravity FM 1-T166	Test	\$ 78.50		\$ -
201-Asphalt Content FM 5-563	Test			\$ -
204-Asphalt Gradation FM 1-T030	Test	\$ 111.00		\$ -
206-Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Test	\$ 456.00		\$ -
207-Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	\$ 363.00		\$ -
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	\$ 275.00	85	\$ 23,375.00
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	\$ 227.00		\$ -
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	\$ 340.00		\$ -
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	\$ 267.00		\$ -
300-Concrete Beam Flexural Testing ASTM C78	Test	\$ 66.35		\$ -
301-Concrete Compressive Strength of Grout/Mortar ASTM C109	Test	\$ 38.00		\$ -
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	\$ 52.25		\$ -
303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	\$ 74.50		\$ -
305-Concrete Pavement Coring - 4" Dia	Each	\$ 276.00		\$ -
306-Concrete Pavement Coring - 6" Dia	Each	\$ 300.00		\$ -
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 14.00		\$ -
402-Geo Auger Borings- Track	LF	\$ 19.00		\$ -
403-Geo Backhoe (Owned)	Day	\$ 1,500.00		\$ -
405-Geo Barge (Owned)	Day	\$ 4,200.00		\$ -
407-Geo Chainsaw (Owned)	Day	\$ 130.00		\$ -
415-Geo Double Ring Infiltration ASTM D3385	Each	\$ 700.00		\$ -
416-Geo Dozer (Owned)	Day	\$ 1,780.00		\$ -
418-Geo Drill Crew Support Vehicle	Day	\$ 295.00	4	\$ 1,180.00
421-Geo Dynamic Pile Testing/Pile Driving Analyzer	Day	\$ 630.00		\$ -
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$ 115.00		\$ -
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$ 115.00		\$ -
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 130.00		\$ -
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 170.00		\$ -
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$ 115.00		\$ -
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$ 115.00		\$ -
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 130.00		\$ -
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 130.00		\$ -
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$ 440.00		\$ -
434-Geo Ground Penetrating Radar (GPR)	Hour	\$ 430.00	8	\$ 3,440.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$ 11.00	480	\$ 5,280.00
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$ 12.60		\$ -
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 18.90		\$ -
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 27.00		\$ -
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$ 7.90		\$ -
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$ 9.70		\$ -
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 14.70		\$ -
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 19.95		\$ -
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 45.00		\$ -
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 55.00		\$ -
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 75.00		\$ -

Item Description	Unit	Unit Price	Quantity	Total
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 88.00		\$ -
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$ 95.00		\$ -
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$ 115.50		\$ -
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$ 53.00		\$ -
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$ 62.00		\$ -
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 70.00		\$ -
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$ 28.50		\$ -
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$ 37.00		\$ -
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 58.00		\$ -
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$ 78.00		\$ -
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	\$ 18.50	480	\$ 8,880.00
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$ 22.00		\$ -
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$ 37.00		\$ -
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	\$ 50.00		\$ -
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 17.00		\$ -
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 21.00		\$ -
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 27.00		\$ -
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 33.00		\$ -
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$ 12.00		\$ -
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$ 15.75		\$ -
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 19.00		\$ -
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 24.25		\$ -
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	\$ 840.00		\$ -
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$ 308.00		\$ -
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$ 350.00		\$ -
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$ 430.00		\$ -
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$ 500.00		\$ -
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$ 220.00		\$ -
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$ 240.00		\$ -
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 300.00		\$ -
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 350.00		\$ -
525-Geo Well Development	Hour	\$ 205.00		\$ -
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$ 280.00		\$ -
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	\$ 360.00		\$ -
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	\$ 305.00		\$ -
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	\$ 460.00		\$ -
535-Geo Clearing Equip- Tractor, Bush Hog Attachment	Day	\$ 1,700.00		\$ -
536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach	Day	\$ 2,400.00		\$ -
537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach	Day	\$ 1,850.00		\$ -
538-Geo Clearing Equipment	Day	\$ 2,400.00		\$ -
539-Geo Wash Boring for Rock Cores 0-50 Ft	LF	\$ 14.00		\$ -
540-Geo Wash Boring for Rock Cores 50-100 Ft	LF	\$ 15.00		\$ -
541-Geo Wash Boring for Rock Cores 100-150 Ft	LF	\$ 24.00		\$ -
542-Geo Wash Boring for Rock Cores 150-200 Ft	LF	\$ 27.25		\$ -
602-Mobilization-Vibration Monitoring Equipment	Each	\$ 399.00		\$ -
603-Mobilization Asphalt Coring Equipment	Each	\$ 515.00	5	\$ 2,575.00
606-Mobilization Concrete Coring	Each	\$ 510.00		\$ -
608 Mobilization Drill Rig Amphibious	Each	\$ 12,600.00		\$ -
609-Geo Mobilization Drill Rig Barge Mount	Each	\$ 13,000.00		\$ -
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 3,500.00		\$ -
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 640.00	2	\$ 1,280.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 1,225.00		\$ -
618-Geo Mobilization Support Boat	Each	\$ 670.00		\$ -
619-Geo Mobilization Tri-Pod	Each	\$ 1,900.00		\$ -

Item Description	Unit	Unit Price	Quantity	Total
620-Mobilization of Clearing Equipment	Each	\$ 700.00		\$ -
701-MOT Attenuator Truck	Hour	\$ 300.00		\$ -
702-MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	\$ 5.30		\$ -
706-MOT Portable Sign	Each	\$ 52.50		\$ -
708-MOT Provide Channelizing Devices - Cone	Each	\$ 9.00		\$ -
710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	Hour	\$ 310.00		\$ -
712-MOT Support Vehicle	Hour	\$ 162.00		\$ -
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$ 115.00		\$ -
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	\$ 670.00		\$ -
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Day	\$ 218.00		\$ -
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$ 320.00		\$ -
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$ 420.00		\$ -
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)/CBR	Test	\$ 450.00	13	\$ 5,850.00
811-Soils Liquid Limit (AASHTO T 89)	Test	\$ 75.00	20	\$ 1,500.00
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 65.00	40	\$ 2,600.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 21.00	24	\$ 504.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 61.00	4	\$ 244.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$ 250.00		\$ -
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$ 98.00		\$ -
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$ 435.00		\$ -
824-Soils Permeability Falling Head (FM 5-513)	Test	\$ 385.00		\$ -
825-Soils pH Soil or Water (FM 5-550)	Test	\$ 44.00		\$ -
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$ 76.00	20	\$ 1,520.00
827-Soils Proctor Modified (FM 1-T 180)	Test	\$ 160.00		\$ -
828-Soils Proctor Standard (AASHTO T 99)	Test	\$ 160.00		\$ -
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$ 73.00		\$ -
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$ 195.00		\$ -
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$ 80.00		\$ -
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$ 250.00		\$ -
Arsenic (Method 6010/7471)	Each	\$ 9.00		\$ -
Asbestos Samples	Each	\$ 15.00		\$ -
BTEX and MTBE (Method 8260)	Each	\$ 65.00		\$ -
Chlorinated Herbicides (Method 8151)	Each	\$ 100.00		\$ -
Drilling Permit Costs IE DEP	Each	\$ 250.00		\$ -
EDR Report	Each	\$ 500.00		\$ -
Field Sampling Kit (soil)	Each	\$ 75.00		\$ -
Field Sampling Survey Kit (water)	Each	\$ 75.00		\$ -
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 1,080.00		\$ -
Handheld GPS	Per Day	\$ 80.34		\$ -
Mercury Individual (Method 6010/7471)	Each	\$ 25.00		\$ -
Organic Vapor Analyzer (OVA)	Day	\$ 150.00		\$ -
Organochlorine Pesticides (Method 8081)	Each	\$ 100.00		\$ -
Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00		\$ -
Polyaromatic Hydrocarbons (Method 8270)	Each	\$ 100.00		\$ -
Polychlorinated Biphenals (8082)	Each	\$ 75.00		\$ -
Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.90		\$ -
RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00		\$ -
RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00		\$ -
Semi-Volatiles (Method 8270)	Each	\$ 200.00		\$ -
Site Clearing to Access Boring or Test Locations	Hour	\$ 210.00		\$ -
SPLP/TCLP Metals	Each	\$ 198.00		\$ -
TPH Method FL-Pro	Each	\$ 65.00		\$ -
Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00		\$ -
Volatile Organics (Method 8260)	Each	\$ 95.00		\$ -

Item Description	Unit	Unit Price	Quantity	Total
Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00		\$ -
Engineering and Technical Support Services				
Chief Engineer	Hour	\$ 242.94		\$ -
Chief Scientist	Hour	\$ 207.00		\$ -
Engineer	Hour	\$ 164.12	20	\$ 3,282.42
Engineering Intern	Hour	\$ 126.03	28	\$ 3,528.80
Engineering Technician	Hour	\$ 97.18	30	\$ 2,915.25
Principal Engineer	Hour	\$ 257.32		\$ -
Secretarial/Clerical	Hour	\$ 118.11	2	\$ 236.21
Senior Designer	Hour	\$ 140.53	24	\$ 3,372.72
Senior Engineer	Hour	\$ 239.71	6	\$ 1,438.25
Senior Engineering Technician	Hour	\$ 124.50	16	\$ 1,992.06
	Total Estimated Fee			\$ 74,993.71

EG SOLUTIONS, INC.
SCOPE OF SERVICES
DESIGN, PERMITTING, AND BIDDING SERVICES
FOR
TAXIWAY “A” REHABILITATION
SARASOTA MANATEE AIRPORT AUTHORITY
SARASOTA BRADENTON INTERNATIONAL AIRPORT (SRQ)

The following entities are referred to: AIRPORT (Sarasota Manatee Airport Authority/Sarasota Bradenton International Airport); CONSULTANT (EG Solutions, Inc.); PRIME CONSULTANT (Kimley Horn and Associates, Inc.); FAA (Federal Aviation Administration); FDOT (Florida Department of Transportation-Aviation Division).

SCOPE OF SERVICES

Project Description

The project provides professional engineering services associated with the rehabilitation of Taxiway A at Sarasota Bradenton International Airport (SRQ).

EG Solutions, Inc. (EGS) will provide design and permitting services for the project including stormwater drainage design assistance, stormwater permitting, and quality assurance/peer reviews for the following project

1. Rehabilitation of Taxiway A and associated connectors. This portion of the project will consist of a mill and overlay of the existing Taxiway A pavements. Portions of the taxiway will be evaluated and may be reconstructed or overlaid to provide additional pavement strength or to meet required minimum pavement sections. Some pavements will also require full or partial depth reconstruction due to subgrade or base failures. The project includes rehabilitation of existing taxiway connectors and reconfiguration/construction of other connectors to meet current FAA design criteria. The project design scope also includes a video inspection and evaluation of existing storm drain crossings within the project limits to determine if any repair or replacement is required.
2. Construct North Aircraft Holding Apron. This consists of construction of a paved aircraft holding apron/run up pad serving the RW14 end as shown in the Airport Layout Plan (ALP).
3. Construct South Aircraft Holding Apron. This consists of construction of a paved aircraft holding apron/run up pad serving the RW32 end as shown in the Airport Layout Plan (ALP).

This scope of services is limited to design and permitting phase of the project and items described below.

Part I - Basic Services

Task 1 – Design Verification

1. Pre-Design/Kickoff Meeting

Level of Service:

Attend meeting with Airport, Prime Consultant, FAA, and FDOT.

Deliverables:

Meeting sign-in sheet, agenda, and notes will be prepared by the Prime Consultant.

2. Verify Stormwater Permitting Requirements

Level of Service:

EG Solutions will coordinate meetings with Southwest Florida Water Management District (SWFWMD), Sarasota County and Manatee County, and with the Prime Consultant and the Sarasota Manatee Airport Authority (SMAA) to review the stormwater design and permitting options for the project. A total of 3 meetings are included. EGS will prepare a memorandum summarizing the meetings that will be submitted to the Prime Consultant to incorporate in the Design Verification documents submitted to SMAA. The following paragraphs describe the meetings' purpose and need.

Design verification with respect to permitting will focus on the areas where pavement is added or removed and areas where the drainage system is changed. Rehabilitation of Taxiway A rehabilitation proposed under this project may not require water management permits provided that there is no net change in pavement area. If the project is limited to these elements with no net change in pavement areas, EG Solutions will confirm that no permit is required. If there are changes in pavement areas and if the north holding apron is included, EGS will review the current ledger capacity in the north and east quadrants of the master drainage system to confirm capacity is available, considering any pavement removed as part of the taxiway A connector changes. If there is a shortfall, EGS will advise the Prime Consultant who will advise the airport that design and permitting scope changes may be needed. If capacity is available, design for this segment of the project will proceed based on using the master system for stormwater management.

The proposed south holding apron extends into an area which is not served by the master drainage system. It is also subject to Sarasota and potentially Manatee County jurisdictional authority with respect to stormwater as well as to the regulatory authority of SWFWMD. This will require negotiation with all 3 jurisdictional authorities to either divert flow into the master drainage system or to verify that Sarasota County will approve a design that satisfies the Conditions of Issuance for a *General Permit for Construction, Operation, Maintenance, Alteration, Abandonment or Removal of Airport Airside Stormwater Management Systems*, Florida Administrative Code (FAC) 62-330.449.

Deliverables:

Memorandum summarizing permitting requirements for the proposed project elements.

3. Quality Assurance/Peer Reviews

Level of Service:

EG Solutions will assist the Prime Consultant with peer review of design verification deliverables. This is anticipated to include review of proposed project design elements including pavement design concepts (rehabilitation, reconstruction, strengthening, and geometric changes), drainage design/modifications, project phasing, and other design elements. This task anticipates two total meetings - one meeting with the Prime Consultant during the design verification phase and a second meeting to review comments generated during the QA reviews.

Deliverables:

QA review notes will be provided to the Prime Consultant. Electronic PDF versions of the meeting notes will be prepared and submitted to the Airport.

Task 2 – Design (includes 30%, 60%, 90%, and bid documents)

1. Stormwater Design – Taxiway A Rehabilitation

Level of Service

Assist Prime Consultant with design of improvements to the site stormwater and drainage system related to the Taxiway A Rehabilitation. This task includes the following items:

- review CCTV pipe inspection videos and results of Ground Penetrating Radar (GPR) scans to determine the need for replacement or repairs to existing stormwater drainage pipes/structures.
- Assist KHA with the preparation of a memorandum to SMAA recommending any needed improvements to the existing stormwater system.
- Review site grading and drainage plans prepared by Prime Consultant for the Taxiway A Rehabilitation for compatibility with the Master Drainage Plan and the master Environmental Resources Permit (ERP) for the airport

Deliverables:

Memorandum summarizing recommendations for improvements to stormwater system for Taxiway A. Memorandum summarizing comments on site grading and drainage plans.

2. Stormwater Design – North Aircraft Holding Apron

Level of Service

Assist Prime Consultant with design of stormwater drainage system related to the North Aircraft Holding Apron. This task includes the following items:

- Review and comment on site plans including alternative layouts for the North Aircraft Holding Apron for compatibility with the Master Drainage Plan and the master Environmental Resources Permit (ERP) for the airport. Interface site drainage with the Master Drainage

System. Site drainage design (inlet and pipe sizing) will be recommended by EG Solutions based on existing model information.

Deliverables:

Memorandum summarizing recommendations for drainage design, pipe and inlet sizing. Memorandum summarizing comments on site grading and drainage plans for North Aircraft Holding Apron.

3. Stormwater Design – South Aircraft Holding Apron

Level of Service

Assist Prime Consultant with design of stormwater drainage system related to the South Aircraft Holding Apron. As discussed in the Design Verification task, stormwater management design for the South Aircraft Holding Apron may include two potential options. This task includes the following items:

- Provide analyses and design recommendations based on updated stormwater models completed with this task to redirect flows from the holding apron such that stormwater runoff enters the master drainage system for quality and quantity management, or prepare the analyses of quality and quantity impacts and design criteria necessary to use the General Permit of 62-330.449 FAC.
- Review and comment on site plans including alternative layouts for the South Aircraft Holding Apron for compatibility with either the Master Drainage Plan for the airport and/or the General Permit (62-330.449 FAC).

Deliverables:

Memorandum summarizing design recommendations for the South Aircraft Holding Apron. Memorandum summarizing comments on site grading and drainage plans for South Aircraft Holding Apron.

4. Construction Safety and Phasing Plans

Level of Service

Assist Prime Consultant during preparation of Construction Safety and Phasing Plans for the project. KHA will prepare the project Construction Safety and Phasing Plans and written CSPP for inclusion in the project manual. EGS will review CSPP documents at 60% and 90% submittal stage and provide written comments to KHA for review. As part of this task, EGS will participate in up to (3) meetings with Prime Consultant and SMAA to review proposed phasing for the project during design phase.

Deliverables:

Memoranda summarizing CSPP review comments at 60% and 90% design phase.

5. Quality Assurance/Peer Reviews

Level of Service:

EG Solutions will assist the Prime Consultant with peer review of design deliverables (30%, 60%, 90%, Bid Docs). This is anticipated to include review of proposed project design elements including pavement design (rehabilitation, reconstruction, strengthening, and geometric changes), site plans, erosion and sedimentation control plans, project phasing, marking plans, and other design elements. This task anticipates four (4) total meetings with the Prime Consultant during the design phase to review comments generated during the QA reviews.

Deliverables:

QA review notes will be provided to the Prime Consultant. Electronic PDF versions of the meeting notes will be prepared and submitted to the Airport.

Task 3 - Bidding Phase Services

1. Bidding addenda responses.

Deliverables:

Assist with responses for up to two (2) addenda packages and clarification letters including responses to bidder questions. Responses will be limited to items related to stormwater improvements/modifications or stormwater permitting.

Level of Service:

Written responses for addenda packages and clarification letters shall be submitted in electronic format.

Part II - Special Services

Task 4 – Stormwater Permitting Services

Level of Service:

EG Solutions will provide all surface water management permitting services for the Environmental Resource Permit (ERP) required from the Southwest Florida Water Management District (SWFWMD) for the project. EGS will also provide permitting assistance for the stormwater components of permits from Sarasota or Manatee County that may be required. The following describes the scopes of services provided under this task by project element.

1. Taxiway A

If the project is limited to no net change in pavement area, EG Solutions will prepare letters for the airport to submit to SWFWMD, Manatee County and Sarasota County advising them of the project and requesting a “no permit required” response. If the project results in an increase or decrease in impervious area, a ledger adjustment and letter modification with SWFWMD will be required. It may also require limited additional narrative in letter form be submitted to Manatee County and/or Sarasota County that transmits the SWFWMD information and addresses any County comments. EG Solutions will prepare the ledger adjustment and the letter modification for a SWFWMD ERP permit, and a transmittal letter to Sarasota and Manatee County for stormwater permit assistance. EGS will respond to up to two Requests for Additional Information (RAI's) from each of the three regulatory agencies (6 total).

2. North Holding Apron

The North holding apron, which is within the service area of the airport's master drainage system, requires a ledger adjustment and letter modification with SWFWMD. It may also require limited additional narrative in letter form be submitted to Manatee County that transmits the SWFWMD information and addresses any County comments. EG Solutions will prepare the ledger adjustment and the letter modification for a SWFWMD ERP permit, and a transmittal letter to Manatee County for stormwater permit assistance. EGS will respond to up to two Requests for Additional Information (RAI's) from each of the two regulatory agencies (4 total). These may be combined with the ledger adjustment and letter modification for Taxiway A and connectors.

3. South Holding Apron

There are two potential approaches to water management that are included in the EGS Scope of Services under this agreement. Both contemplate permit documents submitted in September 2025 and deemed complete by SWFWMD, Sarasota and potentially Manatee counties prior to December 28, 2025. Services after that date, including redesign that may be required, are excluded from this scope. EGS will prepare the appropriate SWFWMD ERP application documents and will provide supporting stormwater management information for permitting with Sarasota and, if necessary, Manatee counties. EGS will respond to up to 2 RAI's from each of the 3 regulatory bodies (6 total).

Deliverables:

Environmental Resource Permit (ERP) Applications submitted to SWFWMD for the project. This may include a single application for the project or separate applications for project components in order to accomplish permitting as outlined above.

Supporting information related to stormwater management needed for permitting with Sarasota County and/or Manatee County will be provided to the Prime Consultant. Permitting with Sarasota County and/or Manatee County will be completed by the Prime Consultant.

RAI responses will be prepared in electronic format for submittal to the respective agencies as described above.

Part III - Excluded Services

1. Wetland and other surface water identification, delineations, mapping, permitting, mitigation design.
2. Endangered species surveys.

3. Environmental determinations and studies including hazardous materials, Environmental Assessments or Impact Statements, or similar.
4. Services not specifically described in Tasks 1-4 above
5. Design and/or permitting services for filling the existing ditch along Taxiway A adjacent to the proposed North Holding Apron
6. Computational Fluid Dynamics
7. SWFWMD Consumptive/Water Use Permits
8. Hazardous materials studies or assistance.
9. Construction phase services.

Project Fee Proposal - EG Solutions								
Rehabilitation/Reconstruction of Taxiway Alpha and Alpha Connectors								
Sarasota Bradenton International Airport (SRQ)								
Revised 5/9/2025								
Scope/Task	Chief Engineer	Chief Designer	Senior Consultant	Senior Engineer	Project Engineer	Project Coordinator	Admin	Total
Basic Design Services: EG Solutions	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task 1 - Design Verification Phase	2	38	20	8	0	0	0	68
1.1 Design Kick-Off Meeting		2						
1.2 Stormwater Permitting Requirements		24	20					
1.3 Quality Assurance/Peer Reviews	2	12		8				
Task 2 - Design (includes 30%, 60%, 90%, and bid documents)	6	84	32	60	24	25	2	233
2.1 Stormwater Design - Taxiway A Rehabilitation		2	8	12		4		
2.2 Stormwater Design - North Aircraft Holding Apron	2	2		8		1		
2.3 Stormwater Design - South Aircraft Holding Apron	2	8	16	40	24	4	2	
2.5 Construction Safety and Phasing Plans		40				8		
2.6 Quality Assurance/Peer Reviews	2	32	8			8		
Task 3 - Bidding Phase Services	0	1	2	8	0	0	0	11
3.1 Bidding Addenda Responses		1	2	8				
Task 4 - Stormwater Permitting Services	4	44	74	64	0	12	0	198
4.1 Taxiway A Rehabilitation		8	2	24				
4.2 North Holding Apron		4	8	24		4		
4.3 South Holding Apron	4	32	64	16		8		
Subtotal Hours	12.00	167.00	128.00	140.00	24.00	37.00	2.00	510
Rate	\$ 325.00	\$ 300.00	\$ 265.00	\$ 220.00	\$ 150.00	\$ 165.00	\$ 110.00	
Total Burdened Labor	\$ 3,900.00	\$ 50,100.00	\$ 33,920.00	\$ 30,800.00	\$ 3,600.00	\$ 6,105.00	\$ 220.00	\$ 128,645.00

SCOPE ASSUMPTIONS:

1. Permit application for South Aircraft Holding Apron must be deemed complete by SWFWMD on or before December 28, 2025. This will require 65% design plans suitable for a permit application to be completed by September 1, 2025.

May 9, 2025

Jared Moreng, PE
Kimley-Horn
Jared.moreng@kimley-horn.com

RE: SRQ Taxiway Alpha Rehab

McKim & Creed (M&C) is pleased to submit this proposal for SUE Services along Taxiway A and Alpha connectors.

Our Process

Prior to mobilization of M&C SUE crews, coordination for the dates of investigation will be conducted to ensure all necessary staff will be on-site prior to any work taking place.

Once this information is available, M&C SUE crews will mobilize the jobsite. Once on-site M&C crews will perform a QL-B Investigation of underground utilities excluding Airfield electric services for the taxiways along the project limits.

Assumptions

1. No permits or licenses will be required to complete the work
2. All access will be easily accessible by vehicle
3. Crews will be provided with site access and escorted within the secure areas of the airport by Kimley-Horn

Schedule

M&C WWP crew members will mobilize within 15 days of Notice to Proceed (NTP), and it is anticipated that all data will be delivered within 60 days of NTP.

SUE Overview

We will provide SUE designating (QLB) services as requested within the project scope area along the airport active and inactive areas contained within Taxiway A and the Alpha connector, to include the stated utilities marked within (Exhibit A).

To include:

1. The Water line that runs along the west outside perimeter of the airport property and then north through the active airport property and Taxiway A1, with a portion running inside the airport property east of Hold Bay-1.
2. The Sanitary Sewer line that runs outside of the airport property east of Hold Bay-1.
3. The Water and Sanitary lines on the east side of the active airport property crossing TW-A9 and Taxiway Alpha.
4. The Underground Gas line on the far east side of the active airport crossing TWA-10 and Runway 14-32.
5. The Communication Lines within the Hold Bay-2 area.

All Utilities described are represented in Exhibit A.

All other Utilities are excluded from this cost estimate and proposal scope.

We will perform (QLA) locations at requested locations. Allowance for 8 VVH is included in this proposal.

Our Process

- Using a combination of standard electro-magnetic locating techniques and ground penetrating radar (GPR), we will designate the underground utilities excluding Airfield electric lines.
- We will create detailed field notes of any designated utilities.
- We will survey any designated utilities from existing onsite control provided by others. In the event that there is no existing survey control onsite.
- We will stake the requested test hole locations from coordinates provided by Kimley Horn.
- We will perform up to 8 VVH at requested locations.
- We will create detailed field notes detailing our findings.
- We will survey the hubs from existing or established onsite control and include them in the CAD file.

Deliverables

The deliverables for this project are a CAD file and VVH spreadsheet detailing the test hole results.

SUE Fee

Our fee for Designating and excavating the utilities (Quality Level A & B SUE) is \$63,990.00.

Total Fee is \$63,990.00

If acceptable, please return one signed copy of this document for our files. Our receipt of the executed copy of this proposal will serve as our Notice to Proceed. This proposal is valid for 30 days from the date of the proposal. If the proposal is not accepted within 30 days, we reserve the right to revise or withdraw the proposal entirely at our discretion.

We appreciate the opportunity to provide this proposal to you and look forward to working on the project with you.

Sincerely,



Charles Heise

McKIM & CREED, INC.

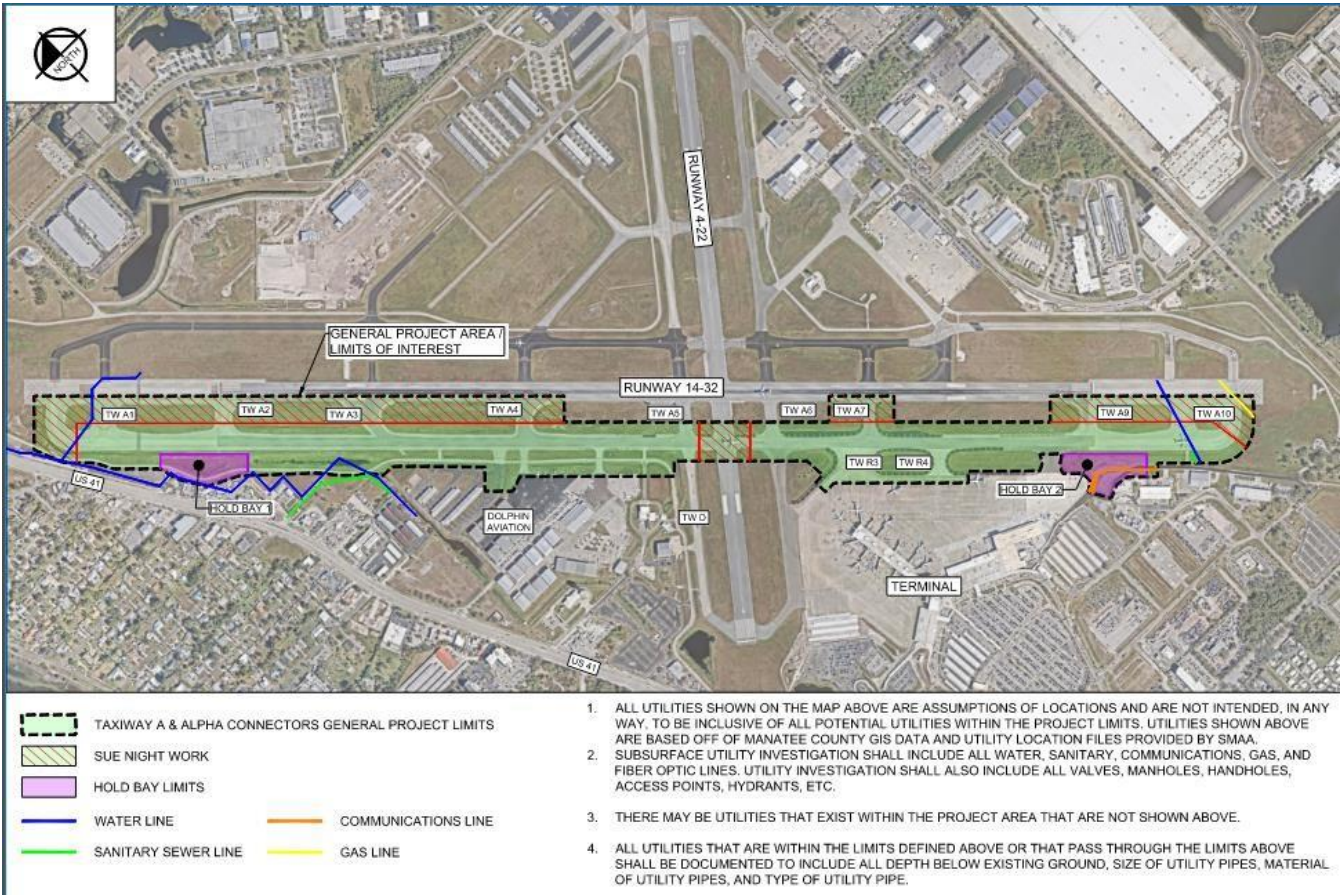
I hereby authorize McKim & Creed, Inc. to proceed with the work described above.

CLIENT

By: _____ Date: _____

Title: _____

Exhibit A



May 9, 2025

Jared Moreng, PE
Kimley-Horn
jared.moreng@kimley-horn.com

RE: SRQ Taxiway Alpha Rehabilitation - CCTV Request

McKim & Creed (M&C) is pleased to submit this proposal for CCTV Inspection Services.

Overview

M&C Wet Weather Program (WWP) crew members will provide CCTV Services for approximately 6,000lf of 36 - 48" RCP Stormwater Sewer pipeline within the Sarasota Bradenton International Airport.

Our Process

Prior to mobilization of M&C WWP crews, coordination for the dates of inspection will be conducted to ensure all necessary staff will be on-site prior to any inspections taking place. Additionally, a map will be provided to M&C detailing manhole identification numbers and line segment identification numbers.

Once this information is available, M&C WWP crews will mobilize to the jobsite.

The CCTV inspection equipment will be designed for use in gravity stormwater systems and will have its own light source suitable for viewing entire pipe periphery. CCTV inspection software will be NASSCO PACP compliant. Inspections shall be completed from structure to structure where obstructions do not exist. The camera shall be moved through the pipeline in either direction at a uniformly moderate rate by self-propelled mechanisms. Video images of defects will be captured and tied to their electronic log entry. Obstructions may be encountered during the internal evaluation that prevents the travel of the camera. Should an obstruction not be passable, M&C will withdraw the equipment and re-enter it for internal evaluation from the opposite end of the pipe reach.

Deliverables

Video Files in .mpg format
Video Summary Reports

Assumptions

1. No cleaning of sewer pipelines or structures will be included
2. No permits or licenses will be required to complete the work
3. All access will be from a structure that is easily accessible with a vehicle
4. No de-watering of pipelines or structures will be necessary
5. Crews will be provided site access and escorted within the secure areas of the airport by SMAA

6. Assistance will be provided if necessary to remove large storm grates that can not be easily removed with standard tools
7. If cleaning of the pipeline is elected to be provided, water will be provided at no cost to M&C at a convenient location
8. If cleaning of the pipeline is elected to be provided, a debris disposal location will be provided on site at no cost to M&C

Schedule

M&C WWP crew members will mobilize within 30 days of Notice to Proceed (NTP), and it is anticipated that all data will be delivered within 70 days of NTP.

Fee

Task	Units	Unit of Measure	Unit Price	Extended Price
Mobilization	2	EA	\$9,500.00	\$19,000.00
Mainline Day CCTV	5	DAY	\$5,500.00	\$27,500.00
Summary Report	1	EA	\$9,500.00	\$9,500.00
Total				\$56,000.00

Optional Additional Services

Task	Units	Unit of Measure	Unit Price	Extended Price
Additional Mainline Day CCTV	5	DAY	\$5,500.00	\$27,500.00
Additional Mainline Night CCTV	3	DAY	\$8,500.00	\$25,500.00
Cleaning of Initial Day Pipeline Segments	8	DAY	\$3,500.00	\$28,000.00
Cleaning of Additional Day Pipeline Segments	8	DAY	\$3,500.00	\$28,000.00
Cleaning of Additional Night Pipeline Segments	4	DAY	\$5,500.00	\$22,000.00
Structure Inspections	66	EA	\$150.00	\$9,900.00

We appreciate the opportunity to provide this proposal to you and look forward to working on the project with you.

Sincerely,



Derek Holderman
Wet Weather Program Operations Manager
McKim & Creed, Inc.

FEEES

Fee Summary

Project Fee Proposal - Kimley-Horn Team- Summary Sheet									
Rehabilitation/Reconstruction of Taxiway Alpha and Alpha Connectors (Design and Bidding Phase)									
Sarasota Bradenton International Airport (SRQ)									
5/12/2025									
Basic Design Services - Lump Sum			TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	TOTAL
	Kimley-Horn and Associates		\$ 54,966.00	\$ 273,324.00	\$ 336,815.00	\$ 245,941.00	\$ 140,051.00	\$ 20,064.00	\$ 1,071,161.00
		Sub Total	\$ 54,966.00	\$ 273,324.00	\$ 336,815.00	\$ 245,941.00	\$ 140,051.00	\$ 20,064.00	\$ 1,071,161.00
Reimbursible Expenses - Not To Exceed									
	Kimley-Horn and Associates		\$ 1,368.40	\$ 81.20	\$ 881.20	\$ 881.20	\$ 81.20	\$ 162.40	\$ 3,455.60
		Sub Total	\$ 1,368.40	\$ 81.20	\$ 881.20	\$ 881.20	\$ 81.20	\$ 162.40	\$ 3,455.60
Other Services - Lump Sum									
	Hyatt Surveying Services (DBE)			\$ 168,947.22					\$ 168,947.22
	Tierra, Inc. (MBE)			\$ 74,993.71					\$ 74,993.71
	EG Solutions, Inc. (DBE)			\$ 128,645.00					\$ 128,645.00
	McKim and Creed (SUE)			\$ 63,990.00					\$ 63,990.00
	McKim and Creed (CCTV)			\$ 56,000.00					\$ 56,000.00
		Subtotal	\$ -	\$ 492,575.93	\$ -	\$ -	\$ -	\$ -	\$ 492,575.93
		TOTAL	\$ 56,334.40	\$ 765,981.13	\$ 337,696.20	\$ 246,822.20	\$ 140,132.20	\$ 20,226.40	\$ 1,567,192.53

TASK 1 - DESIGN VERIFICATION PHASE

Project Fee Proposal - Kimley-Horn Team								
Rehabilitation/Reconstruction of Taxiway Alpha and Alpha Connectors (Design and Bidding Phase)								
Sarasota Bradenton International Airport (SRQ)								
5/12/2025								
Scope/Task	Senior Professional II	Project Manager	Senior Professional I	Professional Engineer	Engineer Analyst	Senior Design Support	Clerical Support	Total
Basic Design Services: Kimley-Horn and Associates	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task 1 - Design Verification Phase								
1.1 Design Kick-Off Meeting	1	6		4				11
1.2 Data Collection and Review		24	24	24	24			96
1.3 Field Activity Coordination		40		32	32			104
1.4 Initial Stakeholder Coordination Meeting		4			8			12
1.5 FAA Design Coordination Meeting		8		8				16
Subtotal Hours	1.00	82.00	24.00	68.00	64.00	-	-	239
Rate	\$ 350.00	\$ 280.00	\$ 280.00	\$ 202.00	\$ 175.00	\$ 225.00	\$ 130.00	
Total Burdened Labor	\$ 350.00	\$ 22,960.00	\$ 6,720.00	\$ 13,736.00	\$ 11,200.00	\$ -	\$ -	\$ 54,966.00

TASK 2 - 30% PRELIMINARY DESIGN PHASE

Project Fee Proposal - Kimley-Horn Team								
Rehabilitation/Reconstruction of Taxiway Alpha and Alpha Connectors (Design and Bidding Phase)								
Sarasota Bradenton International Airport (SRQ)								
5/12/2025								
Scope/Task	Senior Professional II Hours	Project Manager Hours	Senior Professional I Hours	Professional Engineer Hours	Engineer Analyst Hours	Senior Design Support Hours	Clerical Support Hours	Total
Basic Design Services: Kimley-Horn and Associates								
Task 2 - 30% Preliminary Design Phase								
2.1 Drawing Preparation - 30% Plans	0	56	38	253	494	0	0	841
Cover					2			
Project Drawing List					2			
Summary of Quantities					4			
General Notes				2	2			
Abbreviations/Legend					2			
Contract Layout and Haul Route Plan		2		24	8			
Project Safety Notes					2			
Project Security Notes					2			
Airspace Surface Protection Plan		2		8	16			
Preliminary Phasing Plans		16		40				
Preliminary Maintenance of Traffic Plans		16		40				
Erosion & Sedimentation Control Plans				8	40			
Erosion & Sedimentation Control Details					2			
Site Demolition Plans		8		40	72			
Demolition Details				8	24			
Geometry and Paving Plans		8		40	80			
Typical Pavement Sections		2		4	16			
Paving Details		2		4	16			
Pavement Marking Plans				16	60			
Pavement Marking Details				2	8			
General Notes - Electrical			2		4			
Electrical Abbreviations/Legend			2		4			
Airfield Electrical Demolition Plans			16	8	60			
Airfield Electrical Layout Plans			16	8	60			
Airfield Electrical Details			2	1	8			
2.2 Airfield Pavement Design	4	24	8	32				68
2.3 Preliminary Drainage Design Coordination		16		32				48
2.4 30% Airfield Lighting and Signage Design		4	40	8				52
2.5 30% Engineer's Opinion of Probable Construction Costs	2	16	4	24	24			70
2.6 Outline of Anticipated Technical Specifications	2	8	2					12
2.7 Preliminary Permitting Coordination		16		4	4			24
2.8 Project Management		96					24	120
2.9 Quality Control	16	8		8				32
2.10 Meetings with SMAA		6	2	6				14
Subtotal Hours	24.00	250.00	94.00	367.00	522.00	-	24.00	1,281
Rate	\$ 350.00	\$ 280.00	\$ 280.00	\$ 202.00	\$ 175.00	\$ 225.00	\$ 130.00	
Total Burdened Labor	\$ 8,400.00	\$ 70,000.00	\$ 26,320.00	\$ 74,134.00	\$ 91,350.00	\$ -	\$ 3,120.00	\$ 273,324.00

TASK 3 - 60% DESIGN PHASE

Project Fee Proposal - Kimley-Horn Team								
Rehabilitation/Reconstruction of Taxiway Alpha and Alpha Connectors (Design and Bidding Phase)								
Sarasota Bradenton International Airport (SRQ)								
5/12/2025								
Scope/Task	Senior Professional II	Project Manager	Senior Professional I	Professional Engineer	Engineer Analyst	Senior Design Support	Clerical Support	Total
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Basic Design Services: Kimley-Horn and Associates								
Task 3 - 60% Design Phase								
3.1 Drawing Preparation - 60% Plans	0	51	50	431	515	32	0	1,079
Cover					1			
Project Drawing List					1			
Summary of Quantities					1			
General Notes				1	1			
Abbreviations/Legend					1			
Contract Layout and Haul Route Plan		1		8				
Project Safety Notes					1			
Project Security Notes					1			
Airspace Surface Protection Plan					1			
Phasing Plans		8		32				
Maintenance of Traffic Plans		8		32				
Geotechnical Data				8	16			
Subsurface Utility Data				8	24			
Existing Conditions/Survey		4		32	60			
Horizontal and Vertical Control Plans		2		16	24			
Erosion & Sedimentation Control Plans				4	16			
Erosion & Sedimentation Control Details					1			
Site Demolition Plans		8		24	40			
Demolition Details				8	16			
Geometry and Paving Plans		8		40	60			
Typical Pavement Sections		1		2	4			
Paving Details		1		2	4			
Taxiway Profiles		2		40	8	16		
Pavement Elevation Plans				24	24			
Grading and Drainage Plans		8		60		16		
Drainage Details				8	16			
Pavement Marking Plans				8	32			
Pavement Marking Details				2	4			
General Notes - Electrical					1			
Electrical Abbreviations/Legend					1			
Airfield Electrical Demolition Plans			4	32	60			
Airfield Electrical Layout Plans			4	40	60			
Airfield Electrical Details			2		4			
Airfield Lighting Electrical Vault Modifications Plans			16		24			
Airfield Lighting One-Line Diagrams			24		8			
3.2 60% Drainage Design Coordination		6		6				12
3.3 60% Airfield Lighting and Signage Design		4	32	8				44
3.4 Preliminary Construction Safety and Phasing Plan (CSPP)		8		16	24			48
3.5 Airspace Obstruction Evaluation, 7460-1		8		24				32
3.6 Categorical Exclusion (CATEX) Assistance		4	24		24			52
3.7 60% Technical Specifications	16	32	24					72
3.8 Draft Engineer's Design Report		8	8	40				56
3.9 Permitting Coordination		16		4	4			24
3.10 Project Management		70					16	86
3.11 Quality Control	24	8		12				44
3.12 Meetings with SMAA		6	2	6				14
3.13 Stakeholder Coordination Meeting 2		4		8				12
Subtotal Hours	40.00	225.00	140.00	555.00	567.00	32.00	16.00	1,575
Rate	\$ 350.00	\$ 280.00	\$ 280.00	\$ 202.00	\$ 175.00	\$ 225.00	\$ 130.00	
Total Burdened Labor	\$ 14,000.00	\$ 63,000.00	\$ 39,200.00	\$ 112,110.00	\$ 99,225.00	\$ 7,200.00	\$ 2,080.00	\$ 336,815.00

TASK 4 - 90% DESIGN PHASE

Project Fee Proposal - Kimley-Horn Team								
Rehabilitation/Reconstruction of Taxiway Alpha and Alpha Connectors (Design and Bidding Phase)								
Sarasota Bradenton International Airport (SRQ)								
5/12/2025								
Scope/Task	Senior Professional II	Project Manager	Senior Professional I	Professional Engineer	Engineer Analyst	Senior Design Support	Clerical Support	Total
Basic Design Services: Kimley-Horn and Associates	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task 4 - 90% Design Phase								
4.1 Drawing Preparation - 90% Plans	0	60	42	285	289	28	0	704
Cover					1			
Project Drawing List					1			
Summary of Quantities					1			
General Notes					1			
Abbreviations/Legend					1			
Contract Layout and Haul Route Plan		2		4				
Project Safety Notes					1			
Project Security Notes					1			
Airspace Surface Protection Plan				1				
Phasing Plans		16		32				
Maintenance of Traffic Plans		16		32				
Geotechnical Data					1			
Subsurface Utility Data				1	2			
Existing Conditions/Survey				2	2			
Horizontal and Vertical Control Plans				2	2			
Erosion & Sedimentation Control Plans				1	4			
Erosion & Sedimentation Control Details					1			
Site Demolition Plans		8		16	32			
Demolition Details				2	4			
Geometry and Paving Plans		8		32	40			
Typical Pavement Sections				2	2			
Paving Details				2	2			
Taxiway Profiles		2		32	4	8		
Pavement Elevation Plans				16	16			
Grading and Drainage Plans		8		60		16		
Drainage Details				2	4			
Cross Sections				16	40	4		
Pavement Marking Plans				12	16			
Pavement Marking Details				2	4			
General Notes - Electrical					1			
Electrical Abbreviations/Legend					1			
Airfield Electrical Demolition Plans			8	4	32			
Airfield Electrical Layout Plans			16	8	40			
Airfield Electrical Details			2	4	16			
Airfield Lighting Electrical Vault Modifications Plans			8		8			
Airfield Lighting One-Line Diagrams			8		8			
4.2 90% Drainage Design Coordination		8		8				16
4.3 90% Airfield Lighting and Signage Design		4	16	8				28
4.4 Final Construction Safety and Phasing Plan (CSPP)		8		16	24			48
4.5 90% Engineer's Opinion of Probable Construction Costs	2	16	4	40	40			102
4.6 90% Technical Specifications	8	24	8					40
4.7 Draft Front-End Documents/Project Manual		24					16	40
4.8 Permitting Coordination		16						16
4.9 Project Management		70					16	86
4.10 Quality Control	24	8						32
4.11 Meetings with SMAA		6	2	6				14
Subtotal Hours	34.00	244.00	72.00	363.00	353.00	28.00	32.00	1,126
Rate	\$ 350.00	\$ 280.00	\$ 280.00	\$ 202.00	\$ 175.00	\$ 225.00	\$ 130.00	
Total Burdened Labor	\$ 11,900.00	\$ 68,320.00	\$ 20,160.00	\$ 73,326.00	\$ 61,775.00	\$ 6,300.00	\$ 4,160.00	\$ 245,941.00

TASK 5 - FINAL DESIGN PHASE - BID DOCUMENTS

Project Fee Proposal - Kimley-Horn Team								
Rehabilitation/Reconstruction of Taxiway Alpha and Alpha Connectors (Design and Bidding Phase)								
Sarasota Bradenton International Airport (SRQ)								
5/12/2025								
Scope/Task	Senior Professional II	Project Manager	Senior Professional I	Professional Engineer	Engineer Analyst	Senior Design Support	Clerical Support	Total
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Basic Design Services: Kimley-Horn and Associates								
Task 5 - Final Design Phase - Bid Documents								
5.1 Drawing Preparation - Plans for Bid	0	25	22	112	193	8	0	360
Cover					1			
Project Drawing List					1			
Summary of Quantities					1			
General Notes					1			
Abbreviations/Legend					1			
Contract Layout and Haul Route Plan		1		2				
Project Safety Notes					1			
Project Security Notes					1			
Airspace Surface Protection Plan				1	1			
Phasing Plans		8		16				
Maintenance of Traffic Plans		8		8				
Geotechnical Data					1			
Subsurface Utility Data					1			
Existing Conditions/Survey					2			
Horizontal and Vertical Control Plans					1			
Erosion & Sedimentation Control Plans				2	4			
Erosion & Sedimentation Control Details					2			
Site Demolition Plans		2		4	16			
Demolition Details				2	4			
Geometry and Paving Plans		2		4	16			
Typical Pavement Sections					4			
Paving Details					4			
Taxiway Profiles		2		8	4	2		
Pavement Elevation Plans				4	16			
Grading and Drainage Plans		2		32		2		
Drainage Details				2	4			
Cross Sections				8	24	4		
Pavement Marking Plans				8	16			
Pavement Marking Details				2	8			
General Notes - Electrical					1			
Electrical Abbreviations/Legend					1			
Airfield Electrical Demolition Plans			4	4	16			
Airfield Electrical Layout Plans			8	4	24			
Airfield Electrical Details			2	1	8			
Airfield Lighting Electrical Vault Modifications Plans			4		4			
Airfield Lighting One-Line Diagrams			4		4			
5.2 Final Drainage Design Coordination		4		4				8
5.3 Final Airfield Lighting and Signage Design		4	8	8				20
5.4 Technical Specifications for Bid	4	16	4					24
5.5 Front-End Documents/Project Manual for Bid		16						16
5.6 Final Engineer's Opinion of Probable Construction Costs	2	16	4	24	24			70
5.7 Final Engineer's Design Report		8	4	16				28
5.8 Final Permitting Coordination		16						16
5.9 Project Management		45					16	61
5.10 Quality Control	16	8						24
5.11 Meeting with SMAA		1	1	4				6
Subtotal Hours	22.00	159.00	43.00	168.00	217.00	8.00	16.00	633
Rate	\$ 350.00	\$ 280.00	\$ 280.00	\$ 202.00	\$ 175.00	\$ 225.00	\$ 130.00	
Total Burdened Labor	\$ 7,700.00	\$ 44,520.00	\$ 12,040.00	\$ 33,936.00	\$ 37,975.00	\$ 1,800.00	\$ 2,080.00	\$ 140,051.00

TASK 6 - BIDDING PHASE

Project Fee Proposal - Kimley-Horn Team								
Rehabilitation/Reconstruction of Taxiway Alpha and Alpha Connectors (Design and Bidding Phase)								
Sarasota Bradenton International Airport (SRQ)								
5/12/2025								
Scope/Task	Senior Professional II	Project Manager	Senior Professional I	Professional Engineer	Engineer Analyst	Senior Design Support	Clerical Support	Total
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Basic Design Services: Kimley-Horn and Associates								
Task 6 - Bidding Phase								
6.1 Pre-Bid Meeting		4		4				8
6.2 Preparation of Addenda		16	4	8	24			52
6.3 Bid Analysis		24						24
Subtotal Hours	-	44.00	4.00	12.00	24.00	-	-	84
Rate	\$ 350.00	\$ 280.00	\$ 280.00	\$ 202.00	\$ 175.00	\$ 225.00	\$ 130.00	
Total Burdened Labor	\$ -	\$ 12,320.00	\$ 1,120.00	\$ 2,424.00	\$ 4,200.00	\$ -	\$ -	\$ 20,064.00

EXPENSES

DESIGN EXPENSES - Kimley-Horn						
	Mileage @ \$0.70 per Mile (116 miles/round trip)	Hard Copy Prints (8.5x11) (\$0.12 per copy)	Hard Copy Plots (22x34) (\$6.50 per sheet)	Airfare (Round Trip Assumed at \$400/Trip)	Hotel (Assumed at \$200/Night)	Expenses Subtotal
Task 1 - Design Verification Phase	\$ 568.40			\$ 400.00	\$ 400.00	\$ 1,368.40
Task 2 - 30% Preliminary Design Phase	\$ 81.20					\$ 81.20
Task 3 - 60% Design Phase	\$ 81.20			\$ 400.00	\$ 400.00	\$ 881.20
Task 4 - 90% Design Phase	\$ 81.20			\$ 400.00	\$ 400.00	\$ 881.20
Task 5 - Final Design Phase - Bid Documents	\$ 81.20					\$ 81.20
Task 6 - Bidding Phase	\$ 162.40					\$ 162.40
TOTAL KIMLEY-HORN EXPENSES						\$ 3,455.60