

CONTRACT NO. 20250362
AGREEMENT BETWEEN CHARLOTTE COUNTY
and
FAWLEY BRYANT ARCHITECTS, INC.
for
DESIGN – MCGUIRE PARK – PHASE II

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 (hereinafter the "County") and FAWLEY BRYANT ARCHITECTS, INC., 5391 Lakewood Ranch Blvd N, Suite 300, Sarasota, Florida 34240 (hereinafter the "Consultant").

WITNESSETH

WHEREAS, the County has determined that it is necessary to retain a Consultant to provide professional planning and design services of the for McGuire Park – Phase II Improvements (hereinafter the "Project"); and

WHEREAS, the Consultant has reviewed RFP No. 20250362 required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the County, through a selection process conducted in accordance with the requirements of law and County policy, has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the RFP 20250362 and the Scope of Services, incorporated herein.

NOW, THEREFORE, the County and the Consultant, in consideration of the mutual covenants contained herein, do agree to implement the design of the Project, as follows:

ARTICLE 1.
INCORPORATION OF DOCUMENTS

1.1. RFP No. 20250362, issued by the County on April 30, 2025, and consisting of pages 1 through and including 20; and the Proposal submitted by Consultant dated May 30, 2025, all filed with the Clerk of the Circuit Court of Charlotte County, Minutes Division, as RFP No. 20250362, are hereby specifically incorporated into and made a part of this Agreement as if same had been set forth at length herein. The Scope of Services containing the Project Services, Fees and Schedule is attached hereto as **Exhibit A** and is specifically incorporated into and made a part of this Agreement.

1.2. In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) This Agreement including the Exhibits attached hereto;
- 2) RFP No. 20250362; and
- 3) The Proposal submitted by Consultant dated May 30, 2025.

ARTICLE 2.
CONSULTANT'S SCOPE OF SERVICES

2.1. Consultant agrees to perform all the services and provide all the materials for the Project as described in **Exhibit A**, Scope of Services, attached hereto.

2.2. Consultant agrees to provide its services and all materials for the Project described in **Exhibit A**, Scope of Services, for the fees contained in **Exhibit A**, Fees and Reimbursable Expenses. The Consultant shall make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the County may decide. However, such extension shall not operate as a waiver of any other rights of the County.

2.3. In the event that County desires Consultant to perform any additional services related to the Project not specifically contained in **Exhibit A**, Scope of Services, the parties shall enter into an amendment to this Agreement to provide for the provision of such additional services by Consultant as may be determined by the BOCC and payment therefore by County.

2.4. Consultant agrees to provide its services and materials as contained in the Scope of Services within the timeframes provided in **Exhibit A**, Schedule.

ARTICLE 3.
COMPENSATION AND PAYMENT FOR CONSULTANT 'S SERVICES

3.1. County shall pay Consultant for those tasks and services provided in **Exhibit A** actually performed by Consultant and in accordance with **Exhibit A**. The total payment to Consultant shall not exceed Three Hundred Forty-Two Thousand Eight Hundred Sixty-Two Dollars and Fifty Cents (\$342,862.50) for Consultant's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

3.2. Payment for services rendered by Consultant shall be made on a monthly basis in proportion to the percentage completed of those tasks listed in the Scope of Services. Percentage of services completed shall be subject to review and approval by the County Director of Facilities, or his/her designee.

3.3. Consultant shall submit all billings for payment of services rendered on a monthly basis to the County Purchasing Division for processing. Billings shall be detailed as to the nature of the tasks and services performed and shall refer to the specific tasks listed in the Scope of Services that were actually performed by Consultant. Billings shall include a summary of any amounts previously billed and any credits for amounts previously paid.

3.4. Consultant acknowledges that each billing must be reviewed and approved by the County Director of Facilities, or his/her designee. Should the Director of Facilities, or his/her designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Consultant shall adjust billing accordingly. However, Consultant shall be entitled to payment of any portion of a billing not in dispute.

3.5. County shall pay Consultant's monthly billings in accordance with Sections 218.70 through 218.80 Florida Statutes, the Local Government Prompt Payment Act.

ARTICLE 4.
CONSULTANT'S RESPONSIBILITIES

4.1. Consultant shall perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in his or her field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in his or her field of expertise, as represented to the County, both orally and in writing, to be possessed by Consultant, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Consultant's profession as are consistent with this standard of care. The same standards of care shall be required of any subconsultant or subcontractor engaged by Consultant.

4.2. Consultant shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials to the extent arising from the negligent act, error or omission of Consultant or any subconsultant or subcontractor engaged by Consultant for one year after the completion of Consultant's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any of County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

ARTICLE 5.
OWNERSHIP AND USE OF DOCUMENTS

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement are and shall become the property of and shall be delivered to County without cost, restriction or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County

5.2. Consultant agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing County software and systems.

ARTICLE 6.
COUNTY'S RESPONSIBILITIES

6.1. County shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Consultant.

6.2. County shall furnish to Consultant, upon request of Consultant and at County expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the County's possession. However, Consultant shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. County shall provide reasonable access and entry to all public property required by Consultant to perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Consultant to perform the services described in this Agreement.

ARTICLE 7.
TERM / TERMINATION

7.1. The term of this Agreement shall begin on the date it is signed by both parties and shall be completed in accordance with **Exhibit A**, Schedule. Consultant's services shall be deemed complete when Consultant provides all products or services contained in the Scope of Services and required under this Agreement, and County accepts such services and products as satisfactory, unless otherwise terminated in accordance herewith.

7.2. The Consultant shall be responsible for notifying the County promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over the Project. The County shall allow the Consultant to extend the Project Schedule for valid, documented delays. The County shall be the sole determiner of the validity of the delays.

7.3. The County shall have the right at any time upon thirty (30) calendar days written notice to the Consultant to terminate the services of the Consultant and, in that event, the Consultant shall cease work and shall deliver to the County all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The County shall, upon receipt of the aforesaid documents, pay to the Consultant, and the Consultant shall accept as full payment for its services, fees for all tasks completed in accordance with Scopes of Services.

7.4. In the event that the Consultant has abandoned performance under this Agreement, then the County may terminate this Agreement upon three (3) calendar day's written notice to the Consultant indicating its intention to terminate. The written notice shall state the evidence indicating the Consultant's abandonment. Payment for services performed prior to the Consultant's abandonment shall be as stated Section 3 above.

ARTICLE 8.
NO CONTINGENT FEES

8.1. Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 9.
NOTICES

9.1. Any notice required or permitted to be sent hereunder shall be sent certified mail, return receipt requested, to the parties at the addresses listed below:

Consultant: Fawley Bryant Architects, Inc.

County: Purchasing Division

Name: Stuart Henderson
Director & President
Address: 5391 Lakewood Ranch
Blvd N. STE 300
Sarasota, FL 34240

Name: Kimberly A. Corbett
Senior Division Manager
Address: Charlotte County Purchasing
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948

9.2. Contractor shall immediately notify County of any changes in address.

ARTICLE 10.
TRUTH-IN-NEGOTIATION CERTIFICATE

10.1. In accordance with Section 287.055 Florida Statutes and Charlotte County Resolution 2003-059, signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 11.
ASSIGNMENT

11.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without the prior written consent of County. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by County.

ARTICLE 12.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

12.1. This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral.

12.2. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

12.3. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

12.4. This is a nonexclusive contract. The County has the right to enter into contracts with other consultants for the providing of any services.

ARTICLE 13.
GOVERNING LAW / VENUE

13.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in Charlotte County, Florida.

ARTICLE 14.
INDEPENDENT CONTRACTOR STATUS

14.1. Consultant is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County. Neither the County nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Consultant is and shall at all times remain as to the County, a wholly independent contractor and that Consultant's obligations to the County are solely as prescribed by this Agreement.

ARTICLE 15.
AUDIT AND RECORDS REQUIREMENTS

15.1. Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at Consultant's local offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Consultant shall notify the County and deliver to the County any records the County requests. Consultant shall require all subcontractors to comply with the provisions of this paragraph by insertion of

the requirements hereof in a written contract agreement between Consultant and the subcontractor.

15.2 If the records are unavailable locally, it shall be the Consultant's responsibility to ensure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the County. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.

15.3 Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County's custodian of public records, provide the County 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 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 109, PORT CHARLOTTE, FLORIDA 33948.

ARTICLE 16.
INDEMNIFICATION

16.1. Consultant shall indemnify and hold harmless the County, its Commissioners, officers, employees, agents and volunteers from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

16.2. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM

NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

ARTICLE 17. SCRUTINIZED VENDORS

17.1. Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate this Agreement if the Contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

ARTICLE 18. EMPLOYEE RESTRICTIONS

18.1. Charlotte County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Agreement by the County.

In addition, pursuant to Section 349.095 of the Florida Statutes, all persons or firms entering into contracts with Charlotte County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 349.095(2)(c)3, *Fla. Stat.*

ARTICLE 19. HUMAN TRAFFICKING

19.1. Pursuant to Section 787.06 of the Florida Statutes, by signing this Agreement, Consultant agrees and attests, under penalty of perjury, that Consultant does not use coercion for labor or services as defined in Section 787.06 of the Florida Statutes.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have entered into this agreement as of the date and year last written below.

WITNESS:

FAWLEY BRYANT ARCHITECTS, INC.

Signed by: _____

Signed by: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA**

By: _____
Joseph M. Tiseo, Chairman

Date: _____

ATTEST:

Roger D. Eaton, Clerk of the Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

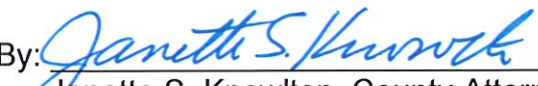
By:  _____
Janette S. Knowlton, County Attorney
LR25-1121 

Exhibit List:

Exhibit A – Scope of Services, Fees and Schedule

November 3, 2025

Alisa True

Charlotte County Board of County Commissioners
18500 Murdock Circle, Building B, Room #203
Port Charlotte, FL 33948

Proposal For: McGuire Park Phase 2 Amenities

Via email: Alisa.True@charlottecountyfl.gov
FBA Project #: 25073

Dear Alisa,

Fawley Bryant Architecture (FBA) is pleased to present our proposal to provide architectural and engineering services for the McGuire Park Phase 2 Amenities Project located in Charlotte County Florida.

PROJECT SCOPE

1. Overall intent
 - a. Advance Phase 2 park amenities from Schematic Design through permit-ready construction documents and provide full Construction Administration.
 - b. Align improvements with the modified master plan intent and current County priorities.
2. Targeted Phase 2 element
 - a. One large pavilion sized for programmed gatherings, durable finishes, and utility connections. Square footage, +700 sq. ft with power.
 - b. One small pavilion for casual shade and seating. Square footage, 200 sq. ft with power.
 - c. Community room building with a single multi-purpose room, service counter with water, sink, countertop, and lockable storage. Square footage, TBD
 - d. Utility tie-ins to the existing water and sewer near the park restrooms.
 - e. Selection of site furnishings, trash receptacles, fountains, benches, lighting, and hardscape that support these amenities based on the Community Services Basis of Design. Final quantities to be validated during design.
 - f. Fencing as required extent TBD.
 - g. Basic building automation including HVAC and lighting.
3. Team
 - a. Architectural design and site visualization led by FBA.
 - b. Civil, landscape architecture, structural, and MEP engineering in collaboration with Kimley-Horn.
 - c. Permitting and approvals with Charlotte County, SWFWMD, and other agencies as required.

INCLUDED A/E SERVICES**Planning and Design**

- Programming touchpoint to confirm room data, pavilion capacities, and functional adjacencies.
- Concept refinements and schematic site layout.
- Design Development with coordinated architectural, structural, civil, landscape, and MEP systems.
- Interior finishes basis of design for the community room building.
- Exterior materials and detailing suitable for coastal durability and maintainability.

Documentation

- Permit-ready Construction Documents coordinated across all discipline utilizing Autodesk/BIM suite of products.
- Technical specifications aligned with County standards.
- Code analysis and life safety for occupied structures.

Cost and Procurement

- Opinions of Probable Cost at SD and DD.
- Response to bidder RFIs during procurement.

Permitting and Utilities

- Pre-application meetings and submittals with County departments, FDEP, and SWFWMD, as applicable.
- Utility coordination for water and sewer tie-ins.

Construction Administration

- Submittal reviews, RFI responses, and formal field reports.
- Progress site visits at a standard frequency to be finalized.
- Pay application review with schedule conformance checks.
- Punch list and closeout.
- Record document reconciliation based on contractor as-builts.

Refer to the projects Service Matrix section for complete extents of included/excluded/owner provided services. Terms and Conditions of both FBA proposal and Kimley Horn Proposals apply.

EXCLUDED AND ADDITIONAL SERVICES (TO CONFIRM)

Scope or services not explicitly denoted herein are not considered to be included in the project's basic scope of services. For a detailed scope of excluded and owner provided services please refer to the projects Service Matrix. Scope of services do not include any repair or modifications to phase 1 work.

DELIVERABLES AND MILESTONES

1. Milestone alignment with the County's RFP milestone chart and an FBA Schedule of Values.
2. Schematic Design
 - a. FBA schematic design set 11x17 visioning and design package. Includes consultant design narratives and system overviews.
 - b. Pre-applications meetings scheduled.
 - c. Schematic design opinion of probable cost.

d. Outline specifications.

3. Design Development

- a. Advance coordination. Technical 24"x26" pdf set all disciplines issued in .PDF format.
- b. Updated opinion of probable cost.
- c. Progress project specification manual in .pdf format.

4. Construction Documents

- a. Permit-ready CD set with technical specification manual.

5. Bidding and Permitting

- a. Responses to bidder questions and permit comments.

6. Construction Administration

- a. Refer to project scope "section."

PROJECT SCHEDULE

The project's fee and estimated labor is based on the proposed schedule. The project's schedule at the time of this proposal is understood to be the following:

Phase	Max Duration	Fee/Effort
Schematic Design	3.0 months	(25% effort)
Design Development	2.5 months	(25% effort)
Construction Documents	2.5 months	(25% effort)
Bid Negotiations and Permitting	2.0 months	(5% effort)
Construction Administration	9.0 months	(20% effort)

Design duration will meet the maximum days defined in the County RFP. A milestone schedule will be maintained and submitted with each Pay App request. There will be no changes without county approval.

OWNER RESPONSIBILITIES AND ASSUMPTIONS

1. FBA+KH to provide available as-builts, prior permit sets, survey, and utilities information upon authorization.
2. Provide timely review comments at each milestone within five business days unless otherwise agreed.
3. Contractor will be required to produce true as-builts during construction. FBA will reconcile for record drawings at closeout.

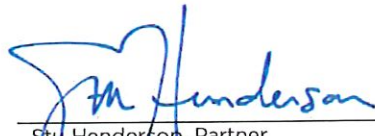
PROJECT FEE

The basis for A/E services and the fees for the above scope of service are noted below and shall be invoiced monthly per the percentage of the effort complete. The form of contract terms and conditions is understood to be competitive bid. Should this change, please let us know.

The A/E fee indicated below is based on the project information received to date. Services are considered as lump sum and not to exceed where scope of services is included in the basic scope of services described herein. Should the scope and schedule change the project may be subject to an additional service(s) refer to the proposals terms and conditions.

FEE SCHEDULE	
PROFESSIONAL SERVICE(S)	TOTALS
Architecture (Fawley Bryant Architecture)	\$128,800.
Mechanical, Plumbing, Electrical and Fire Protection (61GA)	\$24,500.
Engineering (Kimley Horn - Task II)	\$29,500.
Structural Engineering (Kimley Horn - Task III)	
SUBTOTAL	\$182,800.
Geotechnical, SUE, Data Collection (Kimley Horn - Task I)	\$8,500.
Civil Engineering - Design (Kimley Horn - Task IV)	\$66,000.
Civil Engineering - Permitting Expense (Kimley Horn - Task IV)	\$1,800.
Landscape Design (Kimley Horn - Task V)	\$21,500.
Limited Construction Phase Services (Kimley Horn - Task VI)	\$32,500.
Topo, Boundary Surveys and Tree Verification (Task IIV)	\$8,900.
Basis of Design Low Voltage, Access Control (Fawley Bryant)	NTE \$12,500.
Design Service Allowance	\$8,362.50
TOTAL	\$342,862.50

Our team is honored to work with you. From initial design charrettes to the opening reception in your new space, Fawley Bryant will serve not only as your partner, but also as one of your prime advocates. Please feel free to reach out with questions, or to request additional information. We look forward to continuing the conversation and discussing the endless possibilities.


Stu Henderson, Partner
Fawley Bryant Architecture

11/3/2025
Date

Alisa True
Charlotte County Projects Manager

Date

Attachments: *Fawley Bryant Architecture - Professional Services List*
Fawley Bryant Architecture Terms & Conditions
Fawley Bryant Architecture Hourly Rate Schedule

PROFESSIONAL SERVICE(S) MATRIX

Services phases included under this projects scope, terms and conditions include:

- | | |
|--|---|
| ☐ Conceptual/Pre design | ☒ Bidding & Negotiation |
| ☒ Schematic Design | ☐ Permitting (Architect lead) |
| ☒ Design Development | ☒ Permitting (CM/Contractor lead) |
| ☐ Pre-Final Design | ☒ Construction Administration |
| ☒ Construction Documents | |

Services provided under the terms and conditions of this agreement: "☑" indicates described service is included. "☐" indicates that service described is to be provided by Others/Owner.

- | | |
|---|--|
| ☒ Static Renderings (Amount 02) | ☐ Flow test(s) (Sprinkler design requirement) |
| ☐ Real-time visualization walk-through (Enscape) (Amount ##) | ☒ Technology - Access Control |
| ☐ 3D rendered videos (Amount ##) | ☒ Technology - Security |
| ☒ Site plan (Colored) | ☒ Technology - A/V |
| ☒ Site plan | ☐ Technology - Addressable audio systems (PA) |
| ☐ Precedent research | ☒ Geotechnical investigations + report |
| ☐ Bubble diagrams | ☐ Hazardous Materials - Soils contamination assessment + report |
| ☐ Programming + Operations consultation | ☐ Soils remediation plan |
| ☐ Existing conditions evaluation | ☐ Hazardous Materials - Asbestos evaluation + testing with report |
| ☐ Existing conditions measurements | ☐ Asbestos remediation plan |
| ☒ Surveying - Property (Structures, meets, bounds, easements) | ☐ Hazardous Materials - Lead paint evaluation + testing with report |
| ☒ Surveying - Existing Grading | ☐ Lead paint remediation plan |
| ☒ Surveying - Utilities (Storm, water, fire, electric, utilities) | ☒ Structural Engineering |
| ☐ Surveying Enhanced - Existing conditions scanning | ☒ Mechanical/Plumbing Engineering |
| ☐ DAS - Distributed Antenna Systems (Basis of design) | ☒ Electrical Engineering |
| ☐ Sprinklers - (Basis of design) | |

- ☒ Site lighting - General (By Civil/Landscape)
- ☐ Site lighting - Performance
- ☒ Site Lighting - Photometrics, CPTED
- ☒ Landscape design - Code Minimum
- ☐ Landscape design - Enhanced
- ☒ Hardscape design
- ☒ Civil Engineering
- ☒ Secondary drainage (building storm water management design)
- ☒ Detailed Grading
- ☐ Lightning Protection Design
- ☒ Energy Calculations (Code required)
- ☐ Peer Review - Envelope consultation
- ☐ Peer Review - Code analysis
- ☐ Peer Review - Costing Analysis
- ☐ Food service design
- ☐ Interiors - design, finishes
- ☒ Interiors - FFE basis of design per county standards
- ☐ Pool/Aquatics design
- ☐ Acoustic design
- ☐ LEED design standards for certification(s)
- ☐ LEED Consultant
- ☐ Athletic field design (performance fields +
 - ☐ tracks)
- ☐ Specialty system design - Circulation (Escalators, moving walkways glass elevators)
- ☐ Specialty system design - Septic, geothermal, solar, energy storage, grey water, rainwater harvesting, facades,
- ☒ CA Services - RFI's, Submittals (max 2 reviews each)
- ☒ Design Meetings (Bi-Weekly per Contract Duration)
 - ☐ Virtual Attendance, frequency
 - ☐ In-person attendance, frequency
- ☒ Construction Meetings (Bi-Weekly per Contract Duration)
 - ☐ Virtual Attendance, frequency
 - ☐ In-person attendance, frequency
- ☒ Site Visits - Architecture (1 Per Month)
- ☒ Field Reports
- ☒ Site Visits - Arch Consultants (2 Visits as Requested)
- ☒ Field Reports - <1 Per Visit>
- ☒ Punch list(s)
- ☐ Commissioning - Basic (Code required)
- ☐ Commissioning - Enhanced
- ☐ System Start Up participation
- ☐ Detailed Probable Cost Evaluation(s)
- ☒ Non-Binding Opinion(s) of Probable Cost Evaluations
- ☐ Parking Structure Design
- ☐ Accessory Structure Design
- ☐ Wayfinding - Interior
- ☐ Wayfinding - Exterior/site
- ☐ Monument Sign(s)
- ☐ Branding/Graphic design
- ☐ Project Addressing (Fire + Postal Service numbering)
- ☐ Retaining wall engineering

TERMS & CONDITIONS

STANDARD OF CARE

Services provided by Fawley Bryant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession, on the same type of project, at the same time and in the same place, under similar circumstances and conditions. Upon notice to Fawley Bryant and by mutual written agreement between parties, Fawley Bryant will correct those services not meeting such a standard without compensation.

BILLING / PAYMENTS

Invoices for Fawley Bryant's services shall be submitted monthly, on or around the 25th of each month based on an estimate of the percentage of work completed. Client shall pay all amounts set forth on the invoice within 30 days of the date of the invoice. Any disputes over billing shall be resolved as set forth in the Florida Local Government Prompt Payment Act.

LATE PAYMENT

Accounts unpaid after the invoice due date shall be subject to a monthly service charge of 1.5% per month on the then unpaid balance. In the event any portion or all of an account remains unpaid 30 days after billing, the Client shall pay all costs of collection, including but not limited to all attorneys fees and costs.

CERTIFICATIONS

Fawley Bryant shall not be required to execute any document that would result in it certifying, guaranteeing or warranting the existence of conditions Fawley Bryant cannot ascertain.

LIMITATION OF LIABILITY

In recognition of the relative risks, rewards and benefits of the project to both the Client and Fawley Bryant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Fawley Bryant's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the amount of the fee actually paid by Client to Fawley Bryant. Such causes include, but are not limited to, Fawley Bryant's negligence, errors, omissions, strict liability, and breach of contract.

CONTRACTUAL LIMITATION OF LIABILITY FOR DESIGN PROFESSIONALS

**PURSUANT TO SECTION 558.0035, FLA. STAT., AN
INDIVIDUAL EMPLOYEE OR AGENT OF FAWLEY BRYANT
MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE
ARISING OUT OR RELATED TO THIS AGREEMENT AND THE
SERVICES PROVIDED.**

TERMINATION OF SERVICES

This agreement may be terminated by the Client or Fawley Bryant should one or the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Fawley Bryant for all services rendered to the date of termination, all reimbursable expenses, and termination expenses.

DISPUTE RESOLUTION

Any claims or disputes made during design, construction or post-construction, between the Client and Fawley Bryant shall be submitted to non-binding mediation. Client and Fawley Bryant agree to include a similar mediation agreement with the owner, contractors, subcontractors, subconsultants, supplier and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. Any litigation filed related to this Agreement shall be filed in the courts in and for Manatee County, Florida.

ATTORNEY'S FEES

In the event of litigation involving the collection of any sum due on this agreement, the prevailing party shall be entitled to an award of attorney's fees and costs at the trial and appellate levels.

PROJECT CREDIT

The parties agree that any design awards, publicity, papers, publications, reports or any other project-related information shall be credited to Fawley Bryant.

OWNERSHIP OF DOCUMENTS

All documents produced by Fawley Bryant under this agreement shall be the property of the client; provided, however, they shall not be usable by, or transferrable without the prior written consent of Fawley Bryant. The instruments of service will remain the property of Fawley Bryant, which includes all digital modeling which includes, but not limited to, AutoCad, Revit, Sketch Up, Enscape, etc.

NON-ASSIGNMENT OF AGREEMENT

This Agreement may not be assigned by either party without the prior written consent of the other party to the Agreement.

ADDITIONAL SERVICES

Additional services will be provided if authorized in writing by the Client. Compensation shall be in accordance with the attached rate schedule.

CONSTRUCTION COST BASED REVISIONS

Are included in the projects base fee when requested during the Design Development and Construction Document Phases. Revisions requested after design team delivery of Construction Documents will be subject to Additional Services terms and conditions. Compensation shall be in accordance with the attached rate schedule.

CHANGES TO AGREEMENT

Any changes made to this Agreement must be in writing and initialed by Fawley Bryant and Client.

INCLUSION OF AGREEMENT

If the Client chooses to utilize another form of agreement, this Agreement shall be included as an exhibit and in the event of any conflict, this Agreement shall take precedence.

FINANCING / CONTINGENCY

The Client also agrees to be able to provide adequate financing for the stipulated contract with the Fawley Bryant. The Client and Fawley Bryant acknowledge that changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to set aside a reserve in the amount of five percent (5%) of the actual project construction costs as a contingency.

FORCE MAJEURE IMPACTS

Fawley Bryant Architecture shall not be liable for delays, disruptions, or additional costs arising from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, public health emergencies, governmental shutdowns, labor shortages, supply chain disruptions, cyberattacks or other technology system failures, or the unavailability of consultants, public agencies, or other project stakeholders. Fawley Bryant Architecture will make reasonable efforts to mitigate such impacts and will keep the Client informed with reasonable promptness of any material effects on the Project.

TERMS OF PROPOSAL

This proposal, once authorized to proceed by the Client, shall serve as a binding agreement between the Client and Fawley Bryant Architecture and will remain in effect until a more formal project contract is agreed upon and executed by both parties. By signing this proposal, the Client acknowledges and agrees that Fawley Bryant Architecture is authorized to commence work and issue invoices for services rendered in accordance with the terms outlined herein. Payment is due upon receipt of invoices unless otherwise specified. The Client further agrees to comply with the payment terms specified in this proposal, and failure to do so may result in suspension of services or other legal remedies as deemed appropriate by Fawley Bryant Architecture.

This proposal becomes null and void if not executed within thirty (30) days of proposal date.

HOURLY RATE SCHEDULE [Effective 02/2023]

PROJECT ROLE	HOURLY RATE
Principal	\$ 260
Senior Project Manager	\$ 200
Senior Project Designer	\$ 160
Senior Interior Designer	\$ 160
Interior Designer	\$ 120
Project Manager	\$ 170
Architect Level 3	\$ 160
Architect Level 2	\$ 150
Architect Level 1	\$ 140
Project Designer	\$ 130
Architectural Staff Level 3	\$ 150
Architectural Staff Level 2	\$ 140
Architectural Staff Level 1	\$ 110
Senior BIM Technician	\$ 120
BIM Technician	\$ 100
Graduate Architect	\$ 110
Architectural Intern 2	\$ 90
Architectural Intern 1	\$ 80
Administration Staff	\$ 60



August 22, 2025

Mr. Nick Ryder
Principal, Director of Operations
Fawley-Bryant Architecture, Inc.
5391 Lakewood Ranch Blvd N #300,
Sarasota, FL 34240

**Re: Professional Services Agreement for Design of McGuire Park Phase II (RFP NO. 20250362),
Charlotte County, Florida**

Dear Mr. Ryder:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this letter agreement (the "Agreement") to Fawley-Bryant (the "Client") for providing Professional Engineering and Landscape Architectural Services for the civil, landscape architecture, structural, and MEP scope associated with the Phase II improvements to McGuire Park located in Charlotte County, Florida. Our project understanding, Scope of Services, and fees are described below:

Project Understanding

The following is our understanding of the overall project:

1. Fawley-Bryant is the prime consultant leading the design and coordination of this project. Kimley-Horn will support Fawley-Bryant for civil, landscape architecture, structural and MEP portions of the project.
2. Kimley-Horn was the designer of record for the Phase I improvements at McGuire Park constructed in 2018. The master plan dated 03/17/2016 shall serve as the basis of design for the proposed improvements specifically identified below. Improvements shown in the master plan and not identified below are not included in this project.
3. The scope of the proposed improvements includes:
 - a. One (1) large pre-engineered pavilion with electrical outlets.
 - b. One (1) small pre-engineered pavilion with electrical outlets.
 - c. +/- 700 SF community room building with single multipurpose room with service counter, including sink, countertop, lockable storage, small mechanical / electrical closet.
 - d. Utility connections for new community room building consisting of power, water, and sanitary connections.
 - e. Parking lot expansion (+/- 8 parking spaces) to support proposed amenities.
 - f. Architectural site fencing.
 - g. Furniture, fixtures, and equipment consisting of park furniture, trash/recycling receptacles, and park water fountains.
4. An as-built survey was obtained following construction of Phase I improvements dated 10/18/2018. For the purposes of this project, this as-built survey will be used for site engineering. Should it be necessary to obtain a new topographic, boundary, or tree survey, a separate optional task has been included for this additional effort.

5. Based on the square footage of the proposed building, assumed height, occupancy and construction type, a fire suppression system is not anticipated as a requirement and is therefore not included in the scope of work.
6. It is assumed Fawley-Bryant will facilitate building permit submission and Kimley-Horn will provide required documentation and response to agency requests for additional information as part of this scope of work.
7. It is assumed Fawley-Bryant will prepare a master opinion of probable construction cost with information provided by Kimley-Horn. As part of the scope of work, Kimley-Horn will provide probable costs for site improvements. Cost estimating for structural or MEP associated with the building to be provided by Fawley-Bryant.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK I – GEOTECHNICAL / DATA COLLECTION

Kimley-Horn's subconsultant will perform soil borings and preparation of a geotechnical report as described below:

- A. Contact the local underground utility clearance agency prior to beginning the field exploration.
- B. Up to three (3) Standard Penetration Test (SPT) borings to a depth of fifteen (15) feet below grade. These locations are anticipated to include a boring at the two (2) pavilion locations and one (1) located at the proposed community building.
- C. One (1) Standard Penetration Test (SPT) boring to a depth of five (5) feet below grade in the location of the proposed parking lot expansion.
- D. Standard Penetration Test (ASTM D 1586) will be performed in the boring continuous to a depth of ten (10) feet, and at five (5) feet intervals to the boring termination. The field representative will visually classify the soil samples at each test interval and place them in clean containers labeled for future identification. Groundwater levels will be obtained in the boring upon initial encounter.
- E. The soil samples will be transported to Universal Engineering's laboratory for visual classification testing, and to evaluate the pertinent engineering properties. At the completion of the field work and laboratory testing services, Universal Engineering will prepare a report under the direction of a registered professional engineer containing the following information:
 - i. Soil boring logs and visual soil classifications
 - ii. Existing groundwater levels
 - iii. Settlement estimates, total and differential
 - iv. Foundation recommendations and soil bearing capacity
 - v. Site preparation recommendations
 - vi. Pavement recommendations
 - vii. Laboratory testing results

Task I Deliverables:

1. Digitally signed and sealed Geotech report in electronic format (.PDF) for both parks.

TASK II – MECHANICAL, ELECTRICAL, AND PLUMBING

Kimley-Horn will provide mechanical, electrical, and plumbing (MEP) design for the proposed community room building. Site electrical engineering for service to the new building, electrical outlets at pavilions and minor modifications to site lighting are also provided with this task. This task shall include:

- A. Schematic Design (SD) Coordination – Kimley-Horn will coordinate with Fawley-Bryant for review and input of schematic design package prepared by Fawley-Bryant. Kimley-Horn will provide a SD narrative to convey design approach. This task assumes up to 20 hours of support during SD.
- B. Design Development (DD) – This task shall include the development of plans, general notes, floor plans with MEP systems layout, plan enlargements, electrical riser diagrams, panel schedules, power and lighting layouts, plumbing iso metrics and riser diagrams, life safety riser diagrams, controls and sequence drawings, conduit pathways, load calculations, riser diagrams, luminaire schedules, fault current calculations and plan specifications.

The HVAC design shall be based on the following:

- The mechanical system will be a split dx system with outside air connected into the back of the unit.

The plumbing design shall be based on the following:

- It is assumed that domestic water service will be provided as a single meter to the building from the public water main.
- All roof storm drain fixture locations and roof sloping layouts shall be provided by the Client.
- The domestic water system will be designed to include a booster pump system.
- Sanitary and vent system design is included.
- Roof drainage system will be designed as Gutter and downspouts exterior to the building.

The electrical design shall be based on the following:

- The existing electrical system is being renovated and anticipated to exceed the loads currently in the space and there for an owner provided 30 day load study will be required prior to issuing final Construction documents.
 - Power receptacle layout and design is included.
 - Lighting Design for all front of house areas will be coordinated with the architect and / or their lighting designer. Lighting Designer shall provide Kimley-Horn with all front of house lighting fixture layouts, schedules, control diagrams and switching layouts, along with cad plans showing lighting photometrics to be included in the electrical engineering plans for building permit.
- C. Construction Documents (CD) - This task shall include revisions to DD plans and preparation of construction documents including plan specifications and associated details suitable for bidding and construction.
 - D. Building Permit Coordination – Kimley-Horn will provide required plans and calculations as required for building permit submission (by Fawley-Bryant) and provide response to reasonable request for additional information.
 - E. Meetings and Coordination – Kimley-Horn's MEP engineer will coordinate with the design team as required to facilitate MEP design. This task assumes irregular attendance as requested by the

Client to attend virtual design team / County progress meetings limited to up to three (3) meetings.

Task II Deliverables:

1. Design Development plans in 24" x 36" in electronic format (.pdf)
2. Construction Documents in 24" x 36" in electronic format (.pdf)

TASK III – STRUCTURAL

Kimley-Horn will provide structural design services for the proposed community room building. It is assumed the proposed building will not include interior partitions or be structurally connected to the existing restroom building. The building will be a conditioned space. This task shall include:

- A. Schematic Design (SD) Coordination – Kimley-Horn will coordinate with Fawley-Bryant for review and input of schematic design package prepared by Fawley-Bryant. Kimley-Horn will provide a SD narrative to convey design approach. This task assumes up to 10 hours of support during SD.
- B. Design Development (DD) – This task shall include the structural design of the masonry community building in accordance with the current adopted edition of the Florida Building Code. The design elements will include the building masonry walls, concrete foundation and roof truss connections. The roof system will be similar to the adjacent restroom / splash pad pump and the design of the structural roof framing will be a delegate design and not part of this scope. Kimley-Horn will provide design criteria for the roof system in the construction documents. This task shall also include the development of structural plan sheets for the masonry community building to be included in the overall set of construction documents.
- C. Construction Documents (CD) - This task shall include revisions to DD plans and preparation of construction documents including plan specifications and associated details suitable for bidding and construction.
- D. Building Permit Coordination – Kimley-Horn will provide required plans and calculations as required for building permit submission (by Fawley-Bryant) and provide response to reasonable request for additional information.
- E. Meetings and Coordination – Kimley-Horn's structural engineer will coordinate with the design team as required to facilitate structural design. This task assumes irregular attendance as requested by the Client to attend virtual design team / County progress meetings limited to up to three (3) meetings.

Task III Deliverables:

1. Design Development plans in 24" x 36" in electronic format (.pdf)
2. Construction Documents in 24" x 36" in electronic format (.pdf)

TASK IV – CIVIL ENGINEERING

Kimley-Horn will provide civil engineering services consisting of site design, paving grading and drainage improvements, utility design for the proposed improvements. Site plan will include layout, specification, and detailing of architectural fencing, site furnishings, and pre-engineered shade structures. This task shall include:

- A. Schematic Design (SD) Coordination – Kimley-Horn will coordinate with Fawley-Bryant for review and input of schematic design package prepared by Fawley-Bryant. Kimley-Horn will provide a SD narrative to convey design approach. This task assumes up to 15 hours of support during SD.

- B. Design Development (DD) – This task shall include the development of plans consisting of general notes, existing conditions plan, best management practices and details, demolition plan, site plan, paving grading and drainage plan and details, utility plan and details. DD plans shall be of sufficient detail suitable for use in permit submissions. Kimley-Horn will prepare stormwater management system design reports and supporting calculations for use with submittals to the Southwest Florida Water Management District (SWFWMD) and Charlotte County. Kimley-Horn will prepare an opinion of probable construction costs to be provided to the Client.
- C. Construction Documents (CD) – This task shall include revisions to DD plans and preparation of construction documents including plan specifications and associated details suitable for bidding and construction. Kimley-Horn will provide the Client an updated opinion of probable construction costs.
- D. Permitting – Kimley-Horn will prepare and submit one (1) permit application to each of the following agencies. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of Charlotte County. Kimley-Horn is not responsible for extending time limited entitlements or permits. Kimley-Horn can provide hourly additional services to file for extensions, if applicable, provided the Client issues a direct written request for each requested entitlement, prior to the dates of expiration. The Client and/or County shall provide all permit application and or review fees.

a. Charlotte County

Kimley-Horn will submit Preliminary Site Plan (PSP), Stormwater Plan Review, Utility Plan Review, and Final Site Plan (FSP) applications and supporting documents. The items provided will include those outlined in the Charlotte County Community Development checklists. Additional provisions associated with this task will consist of:

- i. Kimley-Horn will attend up to two (2) pre-application meetings with the County for the project.
- ii. Kimley-Horn's environmental consultant will provide the required Environmental / Wetland Report and coordinate items related to the environmental review section of Charlotte County Community Development.
- iii. This task shall include the trip generation analysis and preparation of a trip generation memo.
- iv. Kimley-Horn will respond to reasonable requests for additional information for each application.
- v. Kimley-Horn will coordinate final sign-off and submit the required number of plans and signatures by the appropriate review departments.

b. Southwest Florida Water Management District

Kimley-Horn will submit an application for a minor modification to the existing Environmental Resource Permit (ERP) and supporting documents through the SWFWMD. Additional provisions associated with this task will consist of:

- i. Kimley-Horn will attend one (1) pre-application meeting with the SWFWMD for the project.
- ii. Kimley-Horn's environmental consultant will provide the required environmental report, wetland / surface water delineations, and coordination related to the environmental review of the project.
- iii. Kimley-Horn will respond to reasonable requests for additional information.

c. Florida Department of Environmental Protection (FDEP)

Kimley-Horn will submit FDEP forms 62-555.900(7) - *Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWS's* and 62-604.300(8a) *Notification / Application for Constructing a Domestic Wastewater Collection / Transmission System* along with supporting documents to the FDEP. Additional provisions associated with this task will consist of:

- i. Kimley-Horn will respond to reasonable requests for additional information from FDEP related to the review of these applications.
- E. Meetings and Coordination – Kimley-Horn's civil engineer will coordinate with the design team as required to facilitate civil design. This task assumes in-person attendance at one (1) kickoff meeting and virtual attendance at regular bi-weekly design team / County progress meetings during the design phase.

Task IV Deliverables:

1. Design Development plans in 24" x 36" in electronic format (.pdf)
2. Construction Documents in 24" x 36" in electronic format (.pdf)

TASK V – LANDSCAPE ARCHITECTURE

Kimley-Horn will provide landscape architectural services consisting of code required landscape design, specification of pre-engineered pavilions, and required site furnishings. This task shall include:

- A. Tree Data Collection – Kimley-Horn will perform a site visit to collect current inventory (quantity and size) of existing trees as required to satisfy Charlotte County Land Development Code (LDC) requirements for tree point calculations and proposed tree removal.
- B. Schematic Design (SD) Coordination – Kimley-Horn will coordinate with Fawley-Bryant for review and input of schematic design package prepared by Fawley-Bryant. Kimley-Horn will provide a SD narrative to convey design approach. This task assumes up to 10 hours of support during SD.
- C. Design Development (DD) – This task shall include the development of a code complaint tree removal plan and landscape plan with associated details and specifications. DD plans shall be of sufficient detail suitable for use in permit submissions. Irrigation plans are not included in this scope of work. Kimley-Horn will prepare an opinion of probable construction costs to be provided to the Client.
- D. Construction Documents (CD) – This task shall include revisions to DD plans and preparation of construction documents including plan specifications and associated details suitable for bidding and construction. Kimley-Horn will provide the Client an updated opinion of probable construction costs.
- E. Permitting – Code required landscape plans will be submitted in coordination with civil permit application to Charlotte County for required site permits. This task shall include coordination with review agency for request(s) for additional information.
- F. Meetings and Coordination – Kimley-Horn's landscape architect will coordinate with the design team as required to facilitate landscape architectural design. This task assumes in-person attendance at one (1) kickoff meeting and virtual attendance at regular bi-weekly design team / County progress meetings during the design phase.

Task V Deliverables:

1. Design Development plans in 24" x 36" in electronic format (.pdf)
2. Construction Documents in 24" x 36" in electronic format (.pdf)

TASK VI – LIMITED CONSTRUCTION PHASE SERVICES

Consultant will provide the limited construction phase services specifically stated below:

Pre-Construction Conference. Consultant will attend a Pre-Construction Conference for the project before the start of construction.

Site Visits and Construction Observation. Consultant will make visits during construction to observe the progress of the work. Observations will be made to verify work is generally constructed in conformance with the construction documents. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work. This task assumes a total of two (2) site visits.

Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

Construction Meetings. Consultant will attend construction meetings to be held on a monthly basis. These meetings may be attended in person or virtually based on the meeting agenda.

Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

Clarifications and Interpretations. Consultant will respond to Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.

Shop Drawings and Samples. Consultant will review Shop Drawings and Samples and other data which Contractor is required to submit. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

Substitutes and "or-equal/equivalent." Consultant will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.

Inspections and Tests. Consultant shall require special inspections or tests of Contractor's work, and may receive and review certificates of inspections within Consultant's area of responsibility. Consultant's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Consultant is entitled to rely on the results of such tests.

Substantial Completion. Consultant will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.

Record Drawings. Consultant will prepare a record drawing showing significant changes reported by the contractor or made to the design by the Consultant. Record drawings are not guaranteed to be as-built but will be based on information made available. As-built drawings to be provide by the CMAR and will be verified by the Consultant.

TASK VII – TOPOGRAPHIC, BOUNDARY, AND TREE SURVEY (OPTIONAL SERVICE)

Kimley-Horn will coordinate with our subconsultant to provide Professional Land Survey of the subject property. Survey to be prepared in accordance with the "Standards of Practice for Surveys" set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Survey Services will consist of:

- A. Boundary Survey – This service includes the preparation of a boundary survey for the subject development parcels. The boundary survey will be completed based on Client provided title work, deeds and/or best available data.
- B. Topographic Survey - This service includes the preparation of a topographic survey required to facilitate the engineering design and project permitting. The survey will include the location of any existing improvements including visible utilities & storm drainage structures with inverts, pipe sizes & rim/grate elevations.
- C. Tree Survey - This service includes the preparation of a tree survey as required by Charlotte County Land Development Regulations. The survey will include the location of all four (4) inch or larger trees.
- D. The above survey will contain linework relative to N.A.D. 1983 (2011 adjustment) State Plane Coordinates. Elevations will be relative to N.A.V.D. 1988 on a twenty-five (25) foot grid and at any grade breaks, swales, mounds, etc. with 1' contours.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement: This section is optional. If helpful to clarify or limit our scope, list relevant services we are not performing.

- 1. Low voltage / access control design services.
- 2. Subsurface Utility Engineering (SUE) services.
- 3. Lighting protection design services.
- 4. Fire suppression design services.
- 5. Fire alarm design services.

Additional Services

Any services not specifically provided for in the in the above scope will be considered additional services and can be performed at our then current hourly rates with the prior written consent of the Client.

Additional services we can provide include, but are not limited to, the following:

- 1. Preparation of written technical specifications.
- 2. Illustrative renderings or 3D graphics.
- 3. Listed species survey or wetland delineation.
- 4. Plan review or permit application fees. All associated permit fees to be paid for directly by the Client or County.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide available information requested by Kimley-Horn during the project, including but not limited to the following:

1. Copy of Client / County master agreement.
2. Architectural Floor Plan, site plans, life safety plans, elevations, building sections, reflected ceiling plans and architectural floor plan backgrounds, complete with room names, numbers and rated or special wall construction, will be provided by the Client during the course of the design.
3. Room and equipment cut sheet information for each area, indicating equipment and furniture locations, quantity of each type of outlet, receptacle, special lighting and plumbing equipment, and connection for services as part of the Kimley-Horn design.
4. Client will provide all plumbing fixture cut sheets and locations to be incorporated into the plumbing scope of services above.
5. Client will provide all lighting fixture cut sheets and locations to be incorporated into the electrical scope of services above.
6. Existing County utilities and as-built information within the project limits.
7. Copies of all available information pertinent to services for the project.
8. Relevant previous studies and public comments related to the site.

Fee and Expenses

Kimley-Horn will perform the services in Tasks I - VI for the total lump sum labor fee below. Task VII is provided as an optional service for the lump sum fee as identified below. Individual task amounts are informational only. All permitting, and application fees will be paid directly by the Client or County.

TASK	DESCRIPTION	FEE
I	GEOTECHNICAL / DATA COLLECTION	\$6,500
II	MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE SUPPRESSION	\$24,500
III	STRUCTURAL	\$29,500
IV	CIVIL ENGINEERING	\$66,000
V	LANDSCAPE ARCHITECTURE	\$23,000
VI	LIMITED CONSTRUCTION PHASE SERVICES	\$32,500
	GRAND TOTAL LUMP SUM FEE	\$182,000
VII	TOPOGRAPHIC, BOUNDARY, AND TREE SURVEY (OPTIONAL SERVICE)	\$8,900

An amount has been included in the lump sum to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within twenty-five (25) days of your receipt of the invoice.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Fawley-Bryant Architecture, Inc.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Edward Dean, PLA
Project Manager



James R. Pankonin, PLA
Vice President

FAWLEY-BRYANT ARCHITECTURE, INC.

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Request for Information
Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner		Agent for Owner		Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.**STANDARD PROVISIONS**

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

- f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any

other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken

pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- (20) PURSUANT TO FS 558.0035, EMPLOYEES OF KIMLEY-HORN MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

MCGUIRE PARK - PHASE II
PROJECTSCHEDULE
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