

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Airport Consultant Selection

DATE: 6-02-21

BUDGET INFORMATION:
ANNUAL-
SPLOST VI

☒ **RECOMMENDATION**
☐ **POLICY DISCUSSION**
☐ **STATUS REPORT**
☐ **OTHER**

COMMISSION ACTION REQUESTED ON: June 21, 2021

PURPOSE: The purpose of this agenda item is to seek approval to recommend Lead Edge Design Group as the select consultant for the next five years and further recommend approval of the presented master agreement.

BACKGROUND / HISTORY:

The Federal Aviation Administration (FAA) regulations require that each local government, or sponsor, to solicit Request for Qualifications/Proposals (RFQ/RFP) from interested and qualified consulting firms every five years. The current consultant and associated 5-year master agreement will expire in July of this year.

Staff have publicly advertised the request for proposals, per the FAA/GDOT guidelines, and received five proposals/qualification statements. After accepting the proposals, the County Manager, the Airport Commission, and the Public Works Director interviewed each responding consultant and independently evaluated each firm based on selection criteria. Based on the selection criteria and the composite scoring summary, Lead Edge Design Group is the overall highest scoring firm. (See attached composite scoring summary.) Therefore, it is recommended that Lead Edge Design Group be selected as the engineering consultant and that the presented five-year master agreement be approved.

FACTS AND ISSUES:

- FAA requires sponsors to advertise for consulting services every five years
 - Staff advertised and received five qualification statements
 - All consultants were interviewed and scored based on predetermined selection criteria
 - Lead Edge Design Group is the overall highest scoring firm and recommended for selection for the next five years.
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OPTIONS:

- Approve Lead Edge Design Group and five year master agreement
 - Do not approve
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- Commission defined alternative

RECOMMENDED SAMPLE MOTION: Motion to approve Lead Edge Design Group as the airport consulting engineer and associated 5-year master agreement.

DEPARTMENT:

Prepared by:

Director ___Derick Canupp_____

**ADMINISTRATIVE
COMMENTS:**_____

_____ **DATE:**_____

County Manager

2021 Habersham County Airport
Composite Interview Scoring Summary

	Leading Edge	Michael Baker	CMT	Maes Awyr	CHA
Phil Sutton	32	36	30	28	28
Ken Shubring	38	35	33	36	31
Greg Caudell	39	35	34	29	30
D. Higgins	N/A	N/A	N/A	N/A	N/A
Chris Limbach	40	37	37	32	29
Lawrence Bridges	40	34	36	31	24
Derick Canupp	36	37	37	33	28
Grand Total	225	214	207	189	170

GENERAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this ____ day of ____, 2021, between the Habersham County Board of Commissioners, Owner, and Lead Edge Design Group Inc., hereinafter referred to as the Engineer;

WITNESSETH:

WHEREAS, while the Owner intends to accomplish improvements at the Habersham County Airport over the next five years and requires professional engineering and planning services; and

WHEREAS, the Owner has selected the Engineer to perform professional services to accomplish these improvements; and

WHEREAS, the Engineer is able and desirous of providing certain professional engineering and planning services to the Owner;

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Owner, the Engineer agrees that it shall faithfully perform the professional services called for the projects to be performed as listed below, plus any other work authorized by the Owner, in the manner and under the conditions described in this Agreement.

SCOPE OF SERVICES: The specified scope of services shall be detailed in a Task Order, which shall be prepared by the Engineer and submitted to the Owner for review and approval. The receipt of an approved Task Order from Owner will constitute the Engineer's Notice-to-Proceed unless a separate Notice-to-Proceed is contemplated by the Task Order. The Engineer is not to undertake any work prior to the receipt of an approved Task Order executed and approved by the Owner.

Scope of services can include, but are not limited to: Prepare project funding applications and capital improvements program (CIP) documents; perform design, bidding and negotiation, construction administration, and resident inspection services; assist with DBE Program overall goal updates/program administration; prepare/update Exhibit "A" property line map and Airport Layout Plan; prepare/update Environmental Assessments, environmental permitting, and environmental monitoring; Construct/rehabilitate airfield drainage systems; construct/rehabilitate airfield pavements (runways/taxiways/aprons); construct/rehabilitate airfield electrical systems (lighting/visual NAVAIDS/ILS); construct/renovate airport buildings (hangars/terminal buildings); construct/rehabilitate airport roadways and parking lots; install/upgrade airport fencing and security systems; acquire land and/or aviation easements; and such other airport-related work as the Owner may deem necessary.

SECTION I - BASIC SERVICES

A. Project Development Phase:

1. Consult with Owner, state and federal government agencies (when required) to clarify and define the requirements for a Task or Project and review available data.
2. Advise Owner as to the necessity of Owner's providing or obtaining from others data or services of the types described in Section II. Assist the Owner in contracting for such services.
3. Prepare preliminary design necessary to determine the type, size, and scope of a Task or Project, based upon projected aviation activity and current airport standards in effect at the date of this Contract.
4. Prepare preliminary cost estimate for the Task or Project.
5. Make minor revisions to the airport layout plan as necessary to reflect the details of a Project.
6. Prepare applications for federal and/or state assistance grants for funding of the Task or Project.
7. Furnish five (5) copies of drawings, sketches, forms and reports as appropriate to the Owner for submission to government agencies.
8. Assist the Owner in obtaining financing for a Task or Project.
9. Perform additional Services as described and required by Owner's written authorization.

B. Design Phase: After written authorization to proceed the Engineer shall:

1. In consultation with the Owner and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the Project and the design criteria to be used in the final design.
2. Prepare an Engineer's report in accordance with FAA criteria, which shall include but not necessarily be limited to:
 - a. An analysis and reasons for the design choices;
 - b. An analysis of the manner in which the work will be accomplished; and
 - c. A project cost estimate based upon the final design.
3. Advise the Owner of needed special services as described in Section II and assist the Owner in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys, or provide such services in accordance with this Contract and any related Task Order(s).
4. Prepare final design, contract drawings, specifications and contract documents. Prepare for review and approval by Owner, his legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where

appropriate) bid forms, invitation to bid and instructions to bidders, and assist in the preparation of other related documents.

5. Assist Owner in submitting appropriate documents to local, state and federal agencies for necessary approvals and permits.
6. Assistance to the Owner in obtaining bids, tabulations, and analysis of bid results, and furnishing recommendations in connection with the award of construction contracts.
7. Perform additional work as described and required by a Task Order.

C. Construction Phase:

1. Assistance in preparation of formal contract documents for the award of construction contract.
2. Consult with and advise the Owner on all technical matters and act as the Owner's representative in dealing with a construction contractor on such matters. The Engineer shall issue all necessary interpretations and clarifications of the construction contract documents within a reasonable time. The Engineer shall issue any necessary Field Orders, and shall assist the Owner with the review of change orders proposed by a construction contractor and with development of change orders proposed by the Owner. Any matters of a technical nature which affect the integrity of the exterior architectural, structural, or fire safety systems, or which affect the integrity or operation of mechanical, plumbing or electrical systems shall be validated by the Engineer before any Field Order or Change Order is issued.
3. Make visits to the site at intervals appropriate to the various stages of construction to observe as experienced and qualified design professionals the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents. The Engineer may disapprove or reject construction of Contractor's Work, or any portion thereof, while the Work is in progress, if the Engineer believes that such Work does not conform to the construction contract documents, or with approved shop drawings or other submittals. The Engineer may also recommend that the Owner reject any Work which it believes will not result in a completed Project that conforms generally to the construction contract documents or that it believes will prejudice the integrity of the design as reflected in such documents. The Engineer shall document such disapproved or rejected work in writing. The Engineer shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of such work. Engineer shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incidental to the work of Contractor(s). Engineer's efforts will be directed toward providing a greater degree of confidence for Owner that the completed work of Contractor(s) will conform to the contract documents, but Engineer shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the contract documents. During such visits and on the basis of on-site observations,

Engineer shall keep Owner informed of the progress of the work, shall endeavor to guard Owner against defects and deficiencies in such work and may disapprove or reject work failing to conform to the contract documents.

4. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.
5. Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist in monitoring the quality of construction.
6. Recommend to Owner change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the project design. Prepare estimates of cost or saving from proposed change order(s), prepare change order(s) along with basis for recommendation and negotiate on behalf of Owner with the Contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The Engineer is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope or major changes in design concept previously accepted by the Owner where changes are due to causes beyond the Engineer's control. Engineer shall not authorize any deviation from the contract documents, or substitution of materials or equipment, without the consent of Owner.
7. Advise the Owner of needed special services and assist the Owner in acquisition of such services as appropriate.
8. Based upon Engineer's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to Owner, based on such observation and review, that the work has progressed to the point indicated, that to the best of Engineer's knowledge, information and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment Engineer will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by Engineer to check the

quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that Engineer has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the contract documents.

9. Prepare Owner's applications for partial and final payments for submission to government agencies.
10. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has reached final completion in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that Engineer may recommend, in writing, final payment to each Contractor and may give written notice to Owner and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but such recommendation and notice shall be subject to the limitations expressed herein.
11. Engineer will prepare for Owner, on request, a set of record drawing prints showing those changes made during the construction process, based upon the marked-up prints, drawings and other data furnished by Contractor(s) to Engineer and which Engineer considers significant.
12. The Engineer shall not be responsible for the acts of omission of any construction Contractor, or subcontractor, or any of the construction Contractor(s) or subcontractor(s) agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the Engineer from liability for failure to perform properly duties undertaken by the Engineer under this Contract.

SECTION II - SPECIAL SERVICES

At written request of the Owner, the Engineer shall accomplish such special services as required by the Owner to complete the project. At the option of the Owner, special services may be provided by the Owner through subcontracts with other professionals or may be provided by the Engineer. When the Engineer is requested to provide special services, such services may be provided by Engineer's own forces or through subcontracts with other professionals. Compensation for Special Services provided by Engineer shall be in accordance with one of the methods identified in Section V – Compensation for Professional Services.

Special services that may be requested include, but are not necessarily limited to the following:

- A. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.

- B. Soils and material investigations including test boring, laboratory testing of soils and materials, related analyses and recommendations.
- C. Engineering surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc.
- D. Technical inspection of construction by full time Resident Project Representative, as required and approved by the Owner. When authorized by the Owner the duties, responsibilities and limitations of authority shall be described in Section IV.
- E. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services.
- F. Assistance to the Owner as expert witness in litigation arising from development or construction of the Project.
- G. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the Owner in connection with the Project.
- H. Extra work created by design changes, after approval of plans and specifications by the Owner, FAA and GDOT, and beyond the control of the Engineer, that may be requested or authorized in writing by the Owner in connection with the Project.
- I. Extra work required to revise or prepare contract documents, plans and specifications to facilitate the award of more than one construction contract, in the event the Owner adopts such construction program.
- J. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such studies, reports, design documents or contract documents when such revisions are due to causes beyond Engineer's control.
- K. Providing renderings or models for Owner's use.
- L. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for Project; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by Owner.
- M. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime

contract by more than thirty (30) days, (4) acceleration of the process schedule involving services beyond normal working hours, (5) default by Contractor(s), and (6) the actions of a resident project representative other than an employee of the Engineer.

- N. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.
- O. Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

SECTION III - RESPONSIBILITIES OF THE OWNER

- A. Make available for Engineer's use all record drawings, maps, soil data, etc.
- B. Respond in a timely manner to submissions by Engineer providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- C. Pay all costs associated with special services authorized by the Owner, and all costs associated with obtaining bids from contractors.
- D. Furnish as required for performance of Engineer's basic services, data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys, property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered herein; all of which Engineer may rely upon in performing his services. For each Task Order, Owner shall provide the Engineer with a description of the Task or Project that is to be the subject of such Order, including information on functions, space requirements, special features and requirements, aesthetic requirements, authorized square footage, and "design-not-to-exceed" construction budget.
- E. Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform his services.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consent from others as may be necessary for completion of the Project.

- H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing services as Owner may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as Owner may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- I. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect in the work of Contractor(s).
- J. Generally, the Owner will observe the procedure of issuing orders and decisions to a construction Contractor through the Engineer or through a third-party project representative designated by the Owner, if applicable. If the Owner issues orders directly to a construction Contractor, the Engineer shall be copied on such order.
- K. The Owner shall be responsible for all damages incurred or suffered by the Engineer as the direct result of the negligent actions of the Owner and its employees.

SECTION IV - RESIDENT PROJECT REPRESENTATIVE

With agreement of the Owner as part of a Task Order, Engineer may furnish a Resident Project Representative, assistants and other field staff to assist Engineer in observing performance of the work of the Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by a Resident Project Representative and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work; but, the furnishing of such services will not make Engineer responsible for or give Engineer control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the contract documents.

The duties and responsibilities of the Resident Project Representative are limited to those of Engineer in Engineer's written Task Order with the Owner and in the construction contract documents, and are further limited and described as follows:

- A. General: Resident Project Representative is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding his actions. Resident Project Representative's involvement in matters pertaining to the on-site work shall in general be with the Engineer and Contractor, keeping Owner advised as necessary. Resident Project Representative's contact with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

B. Duties and Responsibilities of Resident Project Representative:

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences and other Project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - b. Assist in obtaining from Owner additional details or information, when required for proper execution of the work, according to the contract documents.
4. Shop Drawings and Samples:
 - a. Record date of receipt of shop drawings and samples.
 - b. Receive samples that are furnished at the site by Contractor and notify Engineer of availability of samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been accepted by the Engineer.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the work in progress to assist Engineer in determining if the work is, in general, proceeding in accordance with the contract documents.
 - b. Report to Engineer whenever Resident Project Representative believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspections, test or approval required to be made; and advise Engineer of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startup, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to tests, procedures, and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections and report to Engineer.

6. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the contract documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with Resident Project Representative's recommendations to Engineer. Transmit to Contractor decisions as issued by Engineer
8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the contract documents, progress reports, and other Project-related documents.
 - b. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of material and equipment.
9. Reports:
 - a. Furnish Engineer periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
 - b. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
 - c. Draft proposed change orders and work directive changes, obtaining backup material from Contractor and recommend to Engineer change orders, work directive changes, and field orders.
 - d. Report immediately to Engineer and Owner upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
11. Certificates, Maintenance and Operations Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for work.

12. Completion:

- a. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Conduct on-site review in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

C. Limitations of Authority of the Resident Project Representative:

1. Shall not authorize any deviation from the contract documents or substitution of materials or equipment.
2. Shall not exceed limitations of Engineer's authority as set forth in the contract documents.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the contract documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
6. Shall not accept shop drawing or sample submittals from anyone other than Contractor.
7. Shall not authorize Owner to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

SECTION V – COMPENSATION FOR PROFESSIONAL SERVICES

The Owner agrees to compensate the Engineer for services performed in accordance with one of the following methods as hereinafter set forth. The method of payment and the amount for specified services shall be detailed in a Task Order, which shall be prepared by the Engineer and submitted to the Owner for review and approval. The receipt of an approved Task Order from Owner will constitute the Engineer's Notice-to-Proceed, unless a separate Notice-to-Proceed is contemplated by the Task Order.

The Engineer is not to undertake any work prior to the receipt of an approved Task Order executed and approved by the Owner.

- A. Methods of Compensation: One or more of the following methods of compensation shall be used to establish the compensation to be received by the Engineer for Services rendered under a Task Order. Each Task Order shall identify the specific method of compensation. For either method, the fair and reasonable prices negotiated between the Owner and the Engineer shall be used in determining the cost of each task or project performed.

1. Fixed Fee (Lump Sum) Method: For work that can be defined and delineated in advance, payment to the Engineer will be made on the basis of a fixed fee. The agreed

fee shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses. The fixed fee will neither increase nor decrease unless the parties agree to a change in the scope, complexity, or duration of the work.

2. Hourly Method: Under this method of payment, the Engineer's compensation will be equal to the hours expended on a Project times the standard hourly rates provided to the Owner.

B. Engineer's Obligations and Requirements:

1. Time charged to the Project by Engineer personnel will include the time that the applicable employees are engaged in actual work on the Project at the Engineer's office, at the site of the Project, or travel status in connection with the Project.
2. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.
3. Engineer may assign personnel classifications to the project that differ from those originally anticipated and outlined in the Task Order, after written notice to Owner, but only if such changes do not affect the budget or any agreed terms of a Task Order.
4. Charges will not be made to the Project during periods of sickness, vacation or at any other times when personnel assigned are not gainfully employed on the work.
5. In addition to any hourly-fee payment, the Engineer shall be entitled to receive payment for reimbursable expenses directly incurred in connection with the Project, including, without limitation: reasonable travel costs; copying, printing, etc. documents; necessary consulting expenses, reimbursable at 1.10 times the direct cost incurred by the Engineer therefor.
6. Requests for payment shall be set forth within properly documented invoices or other billing statements of a format acceptable to Owner (either, an "invoice"). The Engineer shall remit invoice(s) to Owner for payment. Each invoice shall seek payment only for services actually performed, and for reimbursable expenses actually incurred, as of the date of submission of the invoice. Documentation of reimbursable expenses claimed shall be attached to the invoice. Each invoice must be supported by documentation acceptable to the Owner, in its discretion, establishing that the services referenced within the invoice have been performed in accordance with the parties' agreement. Engineer shall promptly comply with a request from Owner for documentation deemed necessary by the Owner for approval of an invoice.
7. Each invoice shall bear the signature of an individual authorized to bind the Engineer and speak on its behalf. The signature of the Engineer's authorized representative shall constitute the Engineer's representation to Owner that the services indicated in the invoice have reached the level stated, have been properly and timely performed in accordance with the parties' Contract, and the amount(s) requested for payment are

currently due and owing, there being no reason(s) known to the Engineer why payment of any portion thereof should be withheld.

8. In the event any invoice contains a defect or impropriety that would prevent payment by the required payment date, the Owner shall notify the Engineer's authorized representative in writing of such defect or impropriety. In the event Owner becomes credibly informed that any representations of the Engineer as set forth in the preceding paragraph are wholly or partially inaccurate, the Owner may withhold payment of sums then, or in the future, owing to the Engineer until the inaccuracy and the cause thereof, is corrected to the Owner's satisfaction. All prior payments may be corrected and adjusted by the Owner within any payment to the Engineer, and if not previously corrected shall be corrected and adjusted in the final payment to the Engineer.
- C. Required Payment Date: Invoices shall be due and payable within 30 days after the date of invoice, subject to any limitations or conditions precedent as may be set forth within the parties' Contract or any applicable Task Order. A service charge of one percent (1.0%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Engineer, within 30 days after the Owner's receipt of the Engineer's invoice. Upon receipt of payment from Owner of any invoice, the Engineer shall remit payment to each and every subcontractor who performed any work or services that were the subject of such invoice, within the time periods required by Georgia statute. The Engineer shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment requirements, with respect to each lower-tier subcontractor.

SECTION VI - MISCELLANEOUS

- A. Estimates: Since the Engineer has no control over the cost of labor and materials or over competitive bidding market conditions, the estimates of construction cost provided for herein are to be made on the basis of experience and qualifications, but the Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids of the Project construction cost.
- B. Extra Services: It is mutually understood and agreed that the Owner will compensate the Engineer for services resulting from significant changes in general scope of a Task or Project, including but not necessarily limited to, changes in size, complexity, construction schedule, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, (individually and collectively, "Extra Services") when such Extra Services are due to causes beyond the Engineer's control and when requested or authorized by the Owner. Extra work may also include special services as identified in Section II - Special Services. Compensation for Extra Services shall be in accordance with a Task Order signed by both parties, calculated using one of the methods identified in Section V.

During the development of a Project the Engineer may expect clarifications and refinements within the general scope of the Project and shall make necessary adjustments accordingly. Approved preliminary design based on incorporation of review comments and

accepted value engineering (VE) recommendations establish the requirements for development of working drawings and final design of a Project. Incorporating VE recommendations justified on payback and changes in functional layout to achieve greater efficiency or cost savings shall be deemed within the scope of the parties' Contract, and shall not be considered "Special", "Extra" or "Additional" Services. Likewise, any changes or modifications required to conform to applicable code requirements shall be deemed within the scope of the parties' Contract.

C. Reuse of Documents: All original documents, such as tracings, plans (CADD files), specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of the contract, are instruments of service in respect of a Task or Project and remain the property of the Engineer. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other Project. Terms and conditions for the Owner's reuse of documents/data on other projects require the express written approval of the Engineer. The Engineer shall retain its exclusive rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property. Any reuse without written verification or adaptation by Engineer for the specific purposes intended will be at Owner's sole risk and without liability or legal exposure to Engineer; and Owner shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer. Notwithstanding these provisions the Owner shall be provided upon request a reproducible copy of any drawing produced under this Contract at the cost of reproduction.

D. Responsibilities of the Engineer:

1. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Contract. The Engineer's services shall be rendered in accordance with generally accepted practices (architectural or engineering, as may be applicable) as indicated by the intended purpose of a particular Task or Project. All final documents (100% construction documents) for Owner's construction projects shall bear the seal(s) and signature(s) of the licensed professional(s) who prepared them.
2. Approval by the Owner, FAA or GDOT of drawings, designs, specifications, reports and incidental work or materials furnished hereunder shall not in any way relieve the Engineer of its obligations under the preceding paragraph.
3. Engineer shall maintain all required records for three years after the Owner makes final payment and all other pending matters are closed.
4. The Engineer shall be responsible for all damages incurred or suffered by the Owner resulting from (a) errors or omissions in any design or construction documents attributable to the Engineer or its subcontractor(s); (b) negligent performance of

professional services by the Engineer or its subcontractor(s); or (c) other breach of any applicable standard of care established under the laws of the State of Georgia, by Engineer or its subcontractor(s). Damages that the Owner may incur include, but are not limited to: Owner's own costs of labor of its employees, and other in-house costs of Owner; Contractor change order costs, including removal, repair, replacement or modification of work performed by a Contractor in accordance with design or construction documents provided by Engineer; any Contractor or Owner delay damages, and cumulative impact claims/lost productivity damages; and judgments, fines or penalties against the Owner. The Engineer agrees to indemnify and hold the Owner harmless from and against all such damages.

5. If the Engineer has reason to believe that the use of a required design, process or product would constitute an infringement of a patent or other intellectual property right, the Engineer shall promptly provide such information to Owner. To the fullest extent permitted by law, the Engineer shall indemnify and hold Owner harmless from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including reasonable fees and expenses of attorneys, expert witnesses and other consultants) for infringement of patents, copyrights or other intellectual property rights, except with respect to designs, process or products of a particular manufacturer expressly required by the Owner in writing, and (ii) infringements about which the Engineer timely notified Owner and which occurred through no fault of the Engineer.
6. The Engineer shall be the professional advisor and consultant to the Owner for technical matters related to a Task or Project and shall be responsible to and only to the Owner. The Engineer shall advise the Owner of approvals and changes necessary to keep a Task or Project within the scope of a particular contract and within cost limits. The Owner shall make the final decision on all approvals, rejections, change requirements and other similar decisions to the Engineer.
7. In no event shall Owner be liable to Engineer's subcontractors for work performed by the Engineer's subcontractors on behalf of Engineer. Engineer shall include language in its subcontracts a provision that provides that in no event shall subcontractor have claims against the Owner for work performed on behalf of Engineer.

E. Termination of Contract

1. Termination for Convenience

The Owner may, by written notice to the Engineer, terminate this Agreement, or any Task Order, for its convenience and without cause or default on the part of Engineer. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Engineer must immediately discontinue all services affected.

Owner agrees to compensate to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

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

2. Termination for Default

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

The terminating party must provide the breaching party 10 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.

- a. Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Engineer to:
 - 1. Perform the services within the time specified in this contract or by Owner approved extension;
 - 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 - 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Engineer must immediately discontinue all services affected unless the notice directs otherwise.

Owner agrees to compensate the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

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

If, after finalization of the termination action, the Owner determines the Engineer was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b. Termination by Engineer: The Engineer may terminate this Agreement in whole or in part, if the Owner:
 - 1. Defaults on its obligations under this Agreement;
 - 2. Fails to make payment to the Engineer in accordance with the terms of this Agreement;
 - 3. Suspends the Project for more than 180 days due to reasons beyond the control of the Engineer.

Upon receipt of a notice of termination from the Engineer, Owner agrees to cooperate with Engineer for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Engineer cannot reach mutual agreement on the termination settlement, the Engineer may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Engineer through the effective date of termination action. Owner agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

F. Contractual disputes; remedies: Except as may be otherwise provided in this Contract, any dispute arising out of or related to this Contract will be submitted for non-binding mediation; however, should the dispute not be resolved through agreement of the parties or non-binding mediation, the parties agree to the jurisdiction and venue of the Superior Court of Habersham County for any disputes resulting in legal action between the parties.

G. Period of Service: The services shall be completed in accordance with the schedule provided with each task order, and made a part of this Agreement. The Engineer and the Owner will be required to meet this schedule.

H. Successors and Assigns: The Owner and the Engineer agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

I. Law of Georgia to Govern: This Agreement shall be construed according to the laws of the State of Georgia. The Engineer shall comply with all local, state, and federal laws and regulations which govern the performance of this Agreement.

J. Sole Beneficiary: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Owner and the Engineer.

K. Severability and Survival:

1. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and the Engineer.
2. All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Engineer under this Agreement or the termination of this Agreement for any reason.

SECTION VII - REQUIRED FEDERAL CONTRACT PROVISIONS

Under Section VII – Required Federal Contract Provisions, references to “contractor” or “consultant” shall mean the “Engineer”, and references to “sponsor” shall mean the “Owner”.

A. PROVISIONS FOR ALL WORK AUTHORIZATIONS REGARDLESS OF FUNDING SOURCE

1. General Civil Rights Provisions: The Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

2. Title VI Solicitation Notice: The Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
3. Compliance with Nondiscrimination Requirements: During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:
 1. Compliance with Regulations: The Contractor (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 Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor

or supplier will be notified by the Contractor of the contractor'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 Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
4. Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 - Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 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);

- 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);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - 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);
 - 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 contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - 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;
 - 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);
 - 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.*).
5. Clean Air and Water Pollution Control: Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

6. Equal Opportunity Clause: During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every

subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. Federal Fair Labor Standards Act: All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

8. Occupational Safety and Health Act of 1970: All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. 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 subcontractor'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. Rights to Inventions: Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

B. ADDITIONAL PROVISIONS FOR ALL AIP FUNDED A/E WORK AUTHORIZATIONS

1. Access to Records and Reports: The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.
2. Breach of Contract Terms: Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. Certifications of Lower Tier Contractors Regarding Debarment: The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:
 1. Checking the System for Award Management at website: <http://www.sam.gov>.
 2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
 3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

4. Disadvantaged Business Enterprises: Contract Assurance (§ 26.13) – The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor and Engineer shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:
 1. Withholding monthly progress payments;
 2. Assessing sanctions;
 3. Liquidated damages; and/or
 4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

5. Texting When Driving: In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

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

6. Energy Conservation Requirements: Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).
7. Trade Restriction Certification: By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –
 1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation

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

8. Certification Regarding Lobbying: The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of 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.
 2. 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.
 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

9. Certification of Offer/Bidder Regarding Tax Delinquency and Felony Convictions
1. The applicant represents that it is () is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
 2. The applicant represents that it is () is not (X) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
10. Veteran's Preference: In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans,

and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written above.

OWNER:
HABERSHAM COUNTY
BOARD OF COMMISSIONERS

ENGINEER:
LEAD EDGE DESIGN GROUP, INC.

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____