

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

Subject: Kimley-Horn Master Agreement, Planning

Date: September 3, 2026

Budget Information:

- Funding Source: Grant/Airport
- Annual:
- Capital:

ACTION REQUESTED

X	RECOMMENDATION
	POLICY DISCUSSION
	STATUS REPORT
	OTHER

Purpose:

To request Commission approval of an amended five (5) year Master Agreement with Kimley-Horn for professional planning services associated with the Airport Capital Improvement Plan at the Habersham County Airport in Cornelia, Georgia. The Board approved a combined agreement in August 2026; however, the Georgia Department of Transportation (GDOT) requires the separately procured services to be documented in separate agreements.

Background:

On June 15, 2026, the Habersham County Board of Commissioners approved the selection of Kimley-Horn and Associates for Airport Consultant Services. Following that selection, the Finance Department, in conjunction with the County's legal counsel, negotiated a Master Agreement that was accepted by all parties. The Airport Commission approved the agreement on August 11, 2026, and the Board of Commissioners subsequently approved it at its August 2026 meeting. After that approval, GDOT advised that the two separately procured services must be covered by two separate agreements. The previously approved agreement is therefore being amended and divided, with this agreement covering planning services.

Facts and Issues:

- a. The Board previously approved the Kimley-Horn Master Agreement in August 2026.
- b. GDOT requires separate agreements for the two categories of services because the services were procured separately, as required by GDOT.

Options:

- a. Approve the amended Master Agreement for Planning Services between Habersham County and Kimley-Horn in accordance with GDOT requirements.
- b. Deny the amended Master Agreement for Planning Services between Habersham County and Kimley-Horn.
- c. Other defined Board of Commissioners action.

Recommended Sample Motion: Move to approve the amended Master Agreement for Planning Services between Habersham County and Kimley-Horn, separating the services contained in the agreement previously approved by the Board in August 2026 as required by GDOT.

Administrative Comment:

County Manager: _____ Date: _____

**MASTER AGREEMENT BETWEEN HABERSHAM COUNTY AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

(Airport Planning Services)

THIS AGREEMENT is made this 1st day of July, 2026 (the "Effective Date"), by and between HABERSHAM COUNTY, a political subdivision of the State of Georgia ("Client" or "Owner"), and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation, and affiliated companies ("Consultant"). This Agreement sets forth the terms whereby the Consultant will provide professional airport planning consultant services on one or more projects (with respect to each engagement, the "Project") for a five (5) year term, beginning on the Effective Date and expiring, unless earlier terminated as provided herein, at the end of June 30, 2031, with the specifics of each engagement to be set forth in an Individual Project Order ("IPO"). Client/Owner and Consultant may be referred to herein individually as a "Party" or collectively as the "Parties."

- 1) Scope of Services and Additional Services. The Consultant will perform only the services set forth in IPOs ("Services"). Any services that are not set forth in the scope of Services described in an IPO(s) will constitute additional services ("Additional Services"). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services in an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house reproduction, postage, supplies, digital data storage and security, 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 the Client's representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b) Provide all criteria and information as to the Client's requirements, objectives and expectations for the Project, and all standards of development, design, or construction.
 - c) Provide the Consultant all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d) Arrange for access to the site and other property as required for the Consultant to provide its Services.
 - e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f) Furnish approvals and permits for all government 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 the Client.
 - h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's Services, or any defect or nonconformance in any aspect of the Project.
- 3) Period of Services. The Consultant shall begin work on each IPO after receipt of a fully executed copy of the IPO. This Agreement and the rates of compensation in IPOs are agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such suspension or delay extends for more than six (6) months, the Consultant's compensation shall be renegotiated.
- 4) Compensation for Services.
- a) The Consultant's compensation shall be as stated herein, unless otherwise stated in the IPO. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house reproduction, postage, supplies, digital data storage and security, and local mileage. Other direct expenses will be billed at 1.15 times cost.
 - b) If the Consultant's compensation is on an hourly basis, estimated fees and expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.
- 5) Method of Payment.
- a) Invoices will be submitted periodically for Services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client is a tax-exempt organization. Interest may be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.
 - 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 Consultant, and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - e) If the Client objects to an invoice, it must advise the Consultant 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 the Consultant 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 the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - g) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant 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 the Consultant to collect additional amounts from the Client.
- 6) Use of Deliverables. All documents, data, and other deliverables prepared by the Consultant are related exclusively to the Services described in the IPO and may be used only if the Client has satisfied all of its obligations under this Agreement. Unless expressly stated otherwise in an IPO, Consultant's planning-level deliverables are not intended or suitable for final design, permitting, bidding, procurement, or construction. 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 the Consultant's deliverables, or any reuse of the deliverables without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend, and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. 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 the Consultant, the hardcopy shall govern.
- 7) Intellectual Property. Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant 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 the Client pursuant to this Agreement and use of such deliverables is governed by section 6 of this Agreement. Consultant maintains all interest

in and ownership of its Intellectual Property and conveys no rights in the Intellectual Property to Client, unless otherwise agreed to in writing. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates. If Consultant's Services include providing Client with access to or a license for Consultant's (or its affiliates') proprietary software or technology, Client agrees to the Terms of Service set forth at <https://www.khtsinc.com/terms-of-Service/> which terms are incorporated herein by reference.

- 8) Opinions of Cost. Because the Consultant 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. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 9) Reserved.
- 10) Standard of Care. The standard of care applicable to Consultant'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 the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client. Consultant does not warrant or guarantee the availability, eligibility, approval, timing, or amount of any governmental funding, grant, reimbursement, permit, or agency approval.
- 11) Access to Records. The Consultant shall maintain books, records, documents, and other evidence directly pertinent to performance on FAA Airport Improvement Program or Georgia Department of Transportation projects under this Agreement in accordance with accepted professional practice, appropriate accounting procedures and practices, and 40 CFR 30.605, 30.805, and 35.935-7. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the cost submission required pursuant to 40 CFR 35.937-6(b) and a copy of the cost summary submitted to the Client. The Consultant will maintain complete records during the life of the contract and for a period of seven (7) years after completion of the contract. The Federal Aviation Administration, the Comptroller General of the United States, the Georgia Department of Transportation, and the Client, or any of their duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Consultant will provide proper facilities for such access and inspection.

- 12) Limitation of Liability. In recognition of the relative risks and benefits of the Project to the Client and the Consultant, 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 the Consultant and the Consultant'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 the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants shall not exceed twice the total compensation received by the Consultant under the IPO or \$50,000, whichever is greater. An increase to this limitation 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 the Consultant.
- 13) 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.
- 14) Insurance. Consultant will secure and maintain such insurance as will protect it and the Client from claims under workmen's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of their employees or of any person other than their employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. The Consultant will secure and maintain such insurance to the requirements stated below:
- a) Commercial General Liability ("CGL") Insurance with a limit of not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.
 - b) Automobile Liability insurance including owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 per occurrence combined single limit.
 - c) Workers Compensation Insurance in full compliance with the provisions of the Workers' Compensation Act of the State of Georgia in which Consultant's office is located, plus Employer's Liability; and if any portion of the Work or Services is subcontracted, the Consultant shall require each subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance.
 - d) Professional Liability insurance with a limit of not less than \$1,000,000 per claim / \$2,000,000 annual aggregate or actual limits carried if greater, covering all claims arising out of or related to Consultant's Work or Services.
 - e) Excess/Umbrella Liability Insurance on an occurrence-based form which provides coverage in excess of, and as an umbrella to, the required primary insurance policies listed in D.1.1, D.1.2, and Employer's Liability with limits not less than \$2,000,000 per occurrence / \$4,000,000 aggregate, or

actual carried limits if greater, and as an umbrella to those underlying coverages with a retained limit of not greater than \$50,000 per occurrence.

- 15) Planning Deliverables. Consultant's planning services, studies, forecasts, recommendations, opinions, conceptual layouts, maps, and other planning-level deliverables are based on information available and assumptions reasonably made at the time the Services are performed. Unless expressly stated otherwise in an IPO, such deliverables are preliminary in nature and are not intended or suitable for final design, permitting, bidding, procurement, or construction. Any subsequent design or implementation should include appropriate verification and further development of the planning deliverables.
- 16) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 17) Dispute Resolution. All claims arising out of this Agreement shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by the Client must be commenced within one (1) year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 18) Reserved.
- 19) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's Services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its Services until the hazardous substance or condition is eliminated.
- 20) Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. Neither Party shall assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance hereunder, without the written consent of the other Party. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for

services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 21) Confidentiality. The Client consents to the Consultant's use and dissemination of photographs of the Project and to the use by the Consultant of facts, data, and information obtained by the Consultant in the performance of its Services. If, however, any facts, data, or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 22) Federal Requirements for Projects Funded with AIP Funds. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest agrees to the Federal requirements as shown in Exhibit "C".
- 23) Equal Employment Opportunity. The Consultant affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran, or any other legally protected status. It is the Consultant's policy to treat employees equally with respect to compensation, advancement, promotions, transfers, and all other terms and conditions of employment.

The Consultant further agrees that on the selection of any subcontractor by them or their employees that it will not in any way discriminate against any person, company, or corporation due to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran, or any other legally protected status.

- 24) Immigration Reform Compliance Requirement. Pursuant to O.C.G.A. § 13-10-91, the Client shall not enter into a contract for the physical performance of services unless the Consultant provide evidence on Client-provided forms, attached hereto, that it and Consultant's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period. The Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is attached, and submitted such affidavit to the Client.
- 25) Open Records Act. The Consultant acknowledges that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia Open Records Act (O.C.G.A. § 50-18-70, et seq.). The Consultant shall cooperate fully in responding to such request and make all records, not exempt, available for inspection and copying as provided by law.

- 26) Miscellaneous Provisions. This Agreement is to be governed by the law of the State where the Project is located. This Agreement and each executed IPO contain 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 the Consultant. If Client requires Consultant 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 Consultant 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 or affect the enforceability of that provision or the remainder of this Agreement.
- 27) Multi-Year Contracting Provision. The Client's fiscal year runs from July 1 to June 30. As required by O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the Client at the close the fiscal year in which it is executed and at the close of each succeeding fiscal year for which it may be renewed; provided, however, that this Agreement shall automatically renew on the first day of each subsequent fiscal year during the Term unless the Client provides written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current fiscal year. Further, this Agreement shall terminate immediately and absolutely at any such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the Client under this Agreement. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant (or other applicable vendor) until fully paid for by the Client.
- 28) Responsibility of Consultant and Indemnification of Client. Consultant covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. Consultant shall bear all losses and damages resulting to it and/or Client on account of the negligent performance of the services rendered pursuant to this Agreement.

Consultant shall indemnify, defend (limited to commercial general liability claims), and hold harmless Client and Client's elected and appointed officials, officers, and employees (each party individually, an "Indemnified Party") for, from, and against any and all third-party claims, suits, actions, judgments, injuries, damages, losses, costs, expenses, and liability of any kind whatsoever, including, but not limited to, reasonable attorney's fees and costs of defense ("Liabilities"), to the extent caused by a negligent, or tortious act or omission arising out of the services, performance of contracted services, or operations by Consultant, any subcontractor, anyone directly or indirectly employed by Consultant or

subcontractor, or anyone for whose acts or omissions Consultant or subcontractor may be liable (collectively, "Indemnity Obligation"); provided that such Indemnity Obligation shall apply to Liabilities to the fullest extent permitted under O.C.G.A. § 13-8-2(c) but only to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of this Agreement. The Indemnity Obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party by any employee of Consultant, its subcontractor, anyone directly or indirectly employed by Consultant or subcontractor, or anyone for whose acts Consultant or subcontractor may be liable, the Indemnity Obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The Indemnity Obligation shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

29) Contracts with Local Governments. As provided in O.C.G.A. § 36-80-28, Consultant covenants and agrees that:

- a) Consultant shall avoid any appearance of impropriety and shall follow all policies and procedures of Client;
- b) Consultant shall immediately disclose to Client any material transaction or relationship, including, but not limited to, that of the Consultant, the Consultant's employees, or the Consultant's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of this Agreement; and
- c) Consultant acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to Client which entitles Client to seek injunctive relief in addition to all other legal remedies.

30) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Habersham County, Georgia, and Contractor submits to the jurisdiction and venue of such court.

- 31) Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the Client's sovereign immunity or any individual's qualified good faith or official immunities. Any provision of the Agreement requiring the County to indemnify the Contractor is only valid to the extent allowed by Georgia law. The County shall be under no obligation to procure any additional insurance related to or as a result of this Agreement or in furtherance of any obligations hereunder.

(signature page follows)

IN WITNESS WHEREOF the Client and the Consultant have executed this Agreement effective as of the Effective Date first written above.

CLIENT:

HABERSHAM COUNTY, GEORGIA, by and through the Habersham County Board of Commissioners

By: _____
Bruce Harkness, Chairman

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Sarah L. Shearouse,
Senior Corporate Counsel

Attest: _____
Brandalin Carnes, County Clerk

EXHIBIT "A" SAMPLE INDIVIDUAL PROJECT ORDER ("IPO")

INDIVIDUAL PROJECT ORDER (IPO) NUMBER ____

THIS INDIVIDUAL PROJECT ORDER ("IPO") is made this ____ day of _____, 20____, by and between the HABERSHAM COUNTY, GEORGIA ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC. ("the Consultant"), in accordance with the terms of the Master Agreement for Airport Planning Services, dated July 1, 2026, which is incorporated herein by reference. The specifics of this engagement are set forth below.

Identification of Project:

Project Name:

KH Project Manager:

Project Number:

Scope of Services:

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

Deliverables:

In conjunction with the performance of the above scope, Kimley-Horn will provide the following deliverables (documents) to the Client:

Services not Included:

Any other services, including but not limited to the following, are not included in this agreement:

Additional Services if required:

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

Information Provided by Client:

Kimley-Horn 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 all information requested by Kimley-Horn during the project, including but not limited to the following:

Responsibilities of Client:

In addition to other responsibilities set out in this Agreement, the Client shall:

Schedule:

Services shall commence after receipt of a fully-executed agreement. We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

Terms of compensation:

In return for performance of the tasks described in the above Scope of Services, the Client shall pay the Consultant the amount of \$_____, payable according to the following terms.

1. A lump sum fee applies for each task as follows.
2. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Title of Task \$_____

Task 2 Title of Task \$_____

Task 3 Title of Task \$_____

Total Consultant Fee \$_____

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Other special terms of Individual Project Order:

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 _____

ACCEPTED:

HABERSHAM COUNTY, GEORGIA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT "B" HOURLY RATE SCHEDULE

Employee Category	GDOT Billing Rate
Principal	\$307.86
Project Manager	\$295.10
Engineer 3	\$246.70
Engineer 2	\$231.14
Engineer 1	\$177.38
Designer 2	\$169.85
Designer 1	\$152.19
Tech 2	\$141.34
Tech 1	\$135.39
CADD Operator	\$119.82
Administrative	\$121.39

Updated: July 10, 2025

NOTE: Rates are subject to annual adjustment.

EXHIBIT "C"
FEDERAL REQUIREMENTS FOR PROJECTS FUNDED WITH AIP FUNDS

The following provisions apply only to the extent required by the funding source, nature, and value of the applicable IPO. A provision identified as inapplicable to a particular IPO shall not impose an independent contractual obligation on Consultant.

1. ACCESS TO RECORDS AND REPORTS

The Consultant must maintain an acceptable cost accounting system. The Consultant 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 Consultant agrees to maintain all books, records, and reports required under this contract for a period of not less than three (3) years after final payment is made and all pending matters are closed.

REFERENCE

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

APPLICABILITY

Required in all contracts and subcontracts of AIP funded projects.

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 Consultant until such time the Consultant 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.

REFERENCE

2 CFR Part 200, Appendix II(A)

APPLICABILITY

Required in all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is \$350,000.

3. BUY AMERICAN PREFERENCE

REFERENCE

Title 49 U.S.C. § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers* Infrastructure Investment and Jobs Act (IIJA) (P.L. No. 117-58), Build America, Buy America (BABA)

APPLICABILITY

N/A

4. CIVIL RIGHTS – GENERAL

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

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

REFERENCE

49 U.S.C. § 47123

APPLICABILITY

There are two separate civil rights provisions that apply to all projects, regardless of funding source:

1. FAA General Civil Rights Provision and,
2. Title VI provisions, which are addressed below.

5. CIVIL RIGHTS – TITLE VI ASSURANCE

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 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) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (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 (42 U.S.C. § 12101, *et seq.*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, *et seq.*).

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

- A. **Compliance with Regulations:** The Consultant 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.

- B. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
- C. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Sponsor to enter into any litigation to protect the interests of the

Sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

REFERENCE

49 U.S.C. § 47123

FAA Order 1400.11

APPLICABILITY

Required in all contracts and solicitations, regardless of funding source.

6. CLEAN AIR AND WATER POLLUTION CONTROL

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Consultant agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Consultant must include this requirement in all subcontracts that exceed \$150,000.

REFERENCE

2 CFR Part 200, Appendix II(G)

42 U.S.C. § 7401, et seq

33 U.S.C. § 1251, et seq

APPLICABILITY

Required for all contracts and lower tier contracts that exceed \$150,000.

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A. Overtime Requirements.

The Consultant, nor any subconsultant, contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such

laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (A) of this clause, the Consultant and any subconsultant responsible therefore shall be liable for the unpaid wages. In addition, such Consultant and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this clause, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

C. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subconsultant under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

D. Subconsultants.

The Consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) and also a clause requiring the subconsultant to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (A) through (D) of this clause.

REFERENCE

2 CFR Part 200, Appendix II(E)

29 CFR § 5.5(b)(2)

29 CFR 5.8(a)

40 U.S.C. § 3702(c)

40 U.S.C. § 3704

APPLICABILITY

Required for all professional service agreements that exceed \$100,000 and employ laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

8. DEBARMENT AND SUSPENSION**CERTIFICATION OF CONSULTANT REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The Consultant, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm 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 Consultant 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 Offeror /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.

REFERENCE

2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

APPLICABILITY

This requirement applies to *covered transactions*, which are defined in 2 CFR part 180 (Subpart B). AIP funded contracts are non-procurement transactions, as defined by 2 CFR § 180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.

9. DISADVANTAGED BUSINESS ENTERPRISE

The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- Withholding monthly progress payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the Consultant from future bidding as non-responsible.

The prime Consultant agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime Consultant receives from the Client. The prime Consultant agrees further to return retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the subconsultant. This clause applies to both DBE and non-DBE subconsultants.

REFERENCE

49 CFR Part 26

49 U.S.C. § 47113

APPLICABILITY

If the sponsor has more than \$250,000 in total contracting opportunities in one (1) year, the sponsor must incorporate required language in each contract, regardless of the particular contract's dollar value.

10. DISTRACTED 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 Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

REFERENCE

Executive Order 13513

DOT Order 3902.10

APPLICABILITY

Required for all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR § 200.320 (currently set at \$15,000).

11. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Consultant and subconsultants agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

REFERENCE

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

APPLICABILITY

Required for all AIP funded contracts and lower-tier contracts.

12. DRUG FREE WORKPLACE REQUIREMENTS**REFERENCE**

49 CFR Part 32

Drug-Free Workplace Act of 1988 (41 U.S.C. § 8101-8106, as amended)

APPLICABILITY

N/A

13. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance with the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

REFERENCE

29 USC § 201, et seq

2 CFR § 200.430

APPLICABILITY

All consultants, subconsultants, contractors, and subcontractors employed under a federally assisted project must comply with the FLSA. 29 CFR § 213 exempts employees in a bona fide executive, administrative, or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the Sponsor's agreement with a professional services firm must include the FLSA provision.

14. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Consultant certifies by signing and submitting this agreement, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence 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.

- B. 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.
- C. 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 31 U.S.C. § 1352. 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.

REFERENCE

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR Part 200, Appendix II(I)

49 CFR Part 20, Appendix A

APPLICABILITY

Required for all contracts exceeding \$100,000.

15. 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 (29 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.

REFERENCE

29 CFR Part 1910

APPLICABILITY

Required for all contracts and subcontracts.

16. PROCUREMENT OF RECOVERED MATERIALS

REFERENCE

2 CFR § 200.323

2 CFR Part 200, Appendix II(J)

40 CFR Part 247

42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

APPLICABILITY

N/A

17. RIGHT TO INVENTIONS

REFERENCE

2 CFR Part 200, Appendix II(F)

37 CFR Part 401

APPLICABILITY

N/A

18. RESERVED

19. TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF CONSULTANT REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

REFERENCE

Section 8113 of the Consolidated Appropriations Act, 2022 (P.L. 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

APPLICABILITY

Required for all contracts and subcontracts funded in whole or part with AIP.

20. TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

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

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

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

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

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

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 seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach,

the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

A. Termination by Owner: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

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

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

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

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

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

B. Termination by Consultant: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

- i. Defaults on its obligations under this Agreement;
- ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
- iii. Suspends the project for more than 180 days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If

Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

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

REFERENCE

2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

APPLICABILITY

Required for all contracts and subcontracts in excess of \$10,000.

21. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Consultant certifies that with respect to this solicitation and any resultant contract, the Consultant –

- A. 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);
- B. 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
- C. 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 § 1001.

The Consultant must provide immediate written notice to the Owner if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants to

provide immediate written notice to the Consultant 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 the Consultant or subconsultant:

- A. 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
- B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- C. 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 the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Consultant 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 Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subconsultant 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.

REFERENCE

49 USC § 50104

49 CFR Part 30

APPLICABILITY

Required for all AIP funded projects.

22. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier subconsultants must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 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.

REFERENCE

49 USC § 47112(c)

APPLICABILITY

Required for all AIP funded projects that involve labor to carry out the project.

23. DOMESTIC PREFERENCES FOR PROCUREMENTS

The Consultant certifies by signing and submitting this agreement that, to the greatest extent practicable, the Consultant has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

REFERENCE

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

APPLICABILITY

Required for all subawards, including all contracts and purchase orders for work or products under the grant.

24. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Consultant certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Consultant warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

REFERENCE

FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936
49 U.S.C. § 44801 note

APPLICABILITY

Required for all AIP funded contracts and lower-tier contracts.

EXHIBIT "D"
SUBCONSULTANTS

The Consultant shall use the following subconsultants to perform services as described below for the purpose of accomplishing "the Project" as set forth in this agreement:

1. Aulick Engineering, LLC¹ (DBE/WBE)
 - Aviation Planning
2. Brockington and Associates, Inc.¹ (DBE/WBE)
 - Cultural Resource Consulting
3. CHB Acquisition Services, LLC¹ (DBE/WBE)
 - Land Acquisition Services
4. Taffy Pippen Consulting, LLC¹ (DBE/WBE)
 - DBE Planning & Reporting
5. Woolpert
 - 18B Surveying and Aerial Photogrammetry

¹ These firms are currently registered with GDOT as a certified Disadvantaged Business Enterprise (DBE).

² These firms were previously registered with GDOT as a certified Disadvantaged Business Enterprise (DBE) but have not been recertified after the U.S Department of Transportation's Interim Final Rule was published on October 3, 2025.

Any addition or removal of a subconsultant from this list shall require a written request from the Consultant to the Client. The Client shall then evaluate the request and provide the Consultant with written approval of the change in subconsultant. No changes in subconsultants shall be made without written approval of the Client.

EXHIBIT "E"
POTENTIAL PROJECTS

Scope of Services – Airport Planning (as described in the associated *Notice of Request for Statement of Qualifications* for Habersham County Airport issued on March 6, 2026)

The scope of work to be included in the Master Agreement may include, but is not limited to, the following:

- a. Prepare project funding applications and capital improvements program (CIP) documents.
- b. Assist with DBE Program overall goal updates/program administration.
- c. Prepare/update Exhibit "A" Property Line Map, Airport Layout Plan, Airport Master Plan, and environmental assessments, as necessary.
- d. Land acquisition.
- e. Such other airport-related planning and associated professional services mutually agreed upon by the Parties in an executed IPO as Habersham County may deem necessary.

Nothing in this Exhibit authorizes or obligates Consultant to perform any particular services. The specific scope of services, deliverables, assumptions, exclusions, schedule, and compensation for each Project shall be set forth exclusively in the applicable IPO.

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					
Federal ID Number					
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				
Mailing Address				
Phone Number				
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.

**STATE OF GEORGIA
COUNTY OF HABERSHAM****CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Habersham County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor agrees that the employee-number category designated below is applicable to the Contractor.

 X 500 or more employees 100 or more employees Fewer than 100 employees

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

 375667
Federal Work Authorization User Identification
Number

 11/16/2022
Date of Authorization

KIMLEY-HORN AND ASSOCIATES, INC.
Name of Contractor

AIRPORT PLANNING
Name of Project

HABERSHAM COUNTY, GEORGIA
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on September, 15 , 2026 in
 Cumming (city), GA (state).

Sarah L. Shearouse
Signature of Authorized Officer or Agent

 Sarah L. Shearouse, Sr. Corporate Counsel
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 15th DAY OF SEPTEMBER , 2026.

[Signature]
NOTARY PUBLIC
My commission expires: 10/23/2029

[NOTARY SEAL]

