



CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into by and between **SAVANNAH AIRPORT COMMISSION**, a public body corporate organized under the laws of the State of Georgia, hereinafter called "Commission," and **MICHAEL BAKER, JR., INC.**, hereinafter called "BAKER," is for the services described under Item 2 of this Agreement.

BAKER: MICHAEL BAKER JR., INC.

Address: 3595 Engineering Drive, Norcross, GA 30092

Phone No.: (770) 263-9118

1. General Nature of Project: BAKER shall furnish engineering and technical services as described and outlined in Exhibit A, **Master Services Agreement**, which is attached hereto and made a part hereof.
2. Scope of services to be performed by BAKER are described in Exhibit A attached.
3. Services called for herein shall be completed no later than as per schedule.
4. COMPENSATION: The compensation to be paid to BAKER for providing the services called for herein shall be identified in Paragraph 3 of Exhibit A attached.
5. DURATION: This agreement shall remain in effect from the execution date hereof until terminated as provided herein, or extended by mutual agreement in writing.
6. INVOICE PROCEDURE: BAKER shall submit monthly invoices to Commission requesting payment for work accomplished during each calendar month. Invoices shall be addressed to:

Savannah Airport Commission
Attention: Accounts Payable
400 Airways Avenue
Savannah, Georgia 31408

Commission may withhold payment or submission of BAKER's invoice if BAKER's services hereunder are not satisfactory to Commission.

7. INSURANCE: BAKER shall procure and maintain throughout the term of this Agreement the following insurance limits and coverage and shall, upon executing this Agreement, provide Commission a certificate(s) of insurance evidencing the same, showing Mayor and Aldermen of the City of Savannah, the SAVANNAH AIRPORT COMMISSION and its directors, employees, officers and agents as an Additional Insured on all coverage except workers' compensation and professional liability:

- A. COMMERCIAL GENERAL LIABILITY Insurance including Bodily Injury, Property Damage, Personal Injury, Blanket Contractual and Broad Form Property Damage Coverage including Products and Completed Operations, and XCU exposure with combined single limits of not less than \$20,000,000 per occurrence.
 - B. COMMERCIAL AUTOMOBILE LIABILITY Insurance including owned, non-owned, leased and hired motor vehicle coverage with limits not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage
 - C. PROFESSIONAL LIABILITY Insurance with a limit of not less than \$5,000,000 per claim.
 - D. WORKER'S COMPENSATION Insurance as required by law including Employer's Liability Insurance with limits of not less than \$1,000,000 per accident, \$1,000,000 per disease and \$1,000,000 policy limit on disease.
8. INDEMNIFICATION: BAKER shall indemnify and save harmless Commission and its agents, representatives and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, liabilities, costs and expenses, including attorney's fees, arising out of or in connection with or claimed to arise out of or in connection with any negligent act, error, omission or wrongful act of BAKER or anyone acting on its behalf in connection with or incident to this Agreement.
9. ASSIGNABILITY: BAKER shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of Commission.
10. TERMINATION: Commission may terminate this Agreement for convenience or for any other business reason. In the event of such termination or suspension, Commission shall pay BAKER for the work accomplished up to the date of termination or suspension.
11. ENTIRETY OF AGREEMENT: The terms and conditions of this Agreement embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and signed by both parties hereto. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications thereto, and that, accordingly, this Agreement will not be construed more stringently against one party than against the other.
12. WAIVER: Any failure by Commission to require strict compliance with any provision of this contract shall not be constructed as a waiver of such provision, and Commission may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

13. **GOVERNING LAW:** This Agreement shall be deemed to be governed by and construed in accordance with the laws of the State of Georgia. BAKER agrees and consents to the exclusive jurisdiction of the courts of the State of Georgia for all purposes regarding this agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Chatham.
14. **PROPRIETARY INFORMATION:** It is understood and acknowledged that Commission. may provide to BAKER information which is proprietary and/or confidential during the term of this Agreement. BAKER agrees to maintain the confidentiality of such information during the term of this Agreement and afterwards. All materials containing such confidential information shall be returned to Commission at the conclusion of the project.
15. **SCOPE OF SERVICES:** BAKER understands and agrees that the Scope of Services described in Item 2 hereof is not a guarantee of a specific amount of work to be signed under this Agreement. Commission, at its option, may elect to expand, reduce or delete the extent of each work element described in the Scope of Services.
16. **ORDER OF PREFERENCE:** If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:
A. This Agreement
B. The attachments

**EXHIBIT A – Master Services Agreement Between
Michael Baker Jr., Inc. and Savannah Airport Commission**

IN WITNESS WHEREOF, this Agreement is accepted on this the 4th day of December, 2013, subject to the terms and conditions above stated and the provisions set forth herein.

MICHAEL BAKER JR., INC.

SIGNED: Scott R. Armstrong
SCOTT R. ARMSTRONG, Senior Vice President
(Printed Name and Title)

SAVANNAH AIRPORT COMMISSION

SIGNED: At Formey
SYLVESTER C. FORMEY
Chairman

{ SEAL }



ATTEST:

GREG B. KELLY
GREG B. KELLY, Corporate Secretary

Master Services Agreement
Between
Michael Baker Jr., Inc.
And
Savannah Airport Commission

THIS AGREEMENT entered into this 4th day of December 2013 by and between **MICHAEL BAKER JR., INC.** (hereinafter "**BAKER**") with offices at 3595 Engineering Drive, Norcross, GA 30092, and the **SAVANNAH AIRPORT COMMISSION** (hereinafter, "**CLIENT**"), with offices located at 400 Airways Ave., Savannah, GA 31408.

WHEREAS, the **CLIENT** desires **BAKER** to perform certain technical services on an as-needed basis, and;

WHEREAS, **BAKER** is in the business of providing engineering and technical services and desires to perform such services as requested by **CLIENT**;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **SCOPE OF WORK.** **BAKER** shall perform, as requested by **CLIENT** and accepted by **BAKER**, the services in Task Order(s) that **CLIENT** may elect to issue to **BAKER** and make a part hereof (the "Services"). **BAKER** shall furnish all necessary management, supervision, personnel, equipment, tools, materials, and supplies (except as may be otherwise stipulated in the Task Order) reasonably necessary to provide the Services. Upon acceptance of a Purchase Order, **BAKER** will provide the requested Services at such time or times and at such places as **CLIENT** may reasonably request upon reasonable notice to **BAKER**.
2. **STANDARD OF CARE.** The standard of care applicable to **BAKER's** Services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.
3. **COMPENSATION AND PAYMENT.** **CLIENT** shall compensate **BAKER** for the Work in such manner as described in the applicable Task Order, including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, the "Payment Terms"). Partial payments for the Work shall be made monthly by the **CLIENT** to **BAKER** based on invoices submitted by **BAKER**.
4. **ESTIMATES.** Any estimates provided for cost of construction, financing, and acquisition of land and right-of-ways shall be made in accordance with good engineering practice and procedure. It is understood, however, that **BAKER** has no control over construction costs, competitive bidding and market conditions, nor over costs of financing, acquisition of land or right-of-ways, and **BAKER**

does not guarantee the accuracy of such cost estimates as compared to actual cost or contractors' bids.

5. **CONSTRUCTION MEANS AND METHODS.** **BAKER** shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such contractors' failure to perform work in accordance with the contract documents.
6. **COMPLIANCE WITH LAWS.** **BAKER** shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair Standards Act and all other Federal, State, and local laws or regulations relating to employment.
7. **ASSIGNMENT BY CLIENT.** All the terms, provisions, covenants and conditions of this Agreement and any resulting Task Orders (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **CLIENT**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **CLIENT**, by operation of law or otherwise, without the express prior written consent of **BAKER** which consent shall not be unreasonably withheld.
8. **ASSIGNMENT BY BAKER.** All the terms, provisions, covenants and conditions of this Agreement and any resulting Task Order (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **BAKER**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **BAKER**, by operation of law or otherwise, without the express prior written consent of **CLIENT** which consent shall not be unreasonably withheld.
9. **INSPECTION OF THE WORK.** **BAKER** shall grant **CLIENT** access at all reasonable times to **BAKER's** facilities where the work under this Agreement is being performed.
10. **CHANGES.** The **CLIENT** may, at any time prior to the completion of the Work, direct, in writing, any changes to the Services, including but not limited to the revision of the scope, time period, or schedule of performance. **BAKER** shall perform such changes to the Services as directed by the **CLIENT** in writing and shall be paid for such Services as established by the change order.
11. **SUSPENSION OR TERMINATION.** In the event that any Task Order is terminated or suspended by the **CLIENT** prior to its completion, **BAKER** shall be paid an equitable amount proportional to the Services rendered to the date of termination or suspension, plus reasonable profit and termination costs.

12. **DEFAULT.** Should either party breach any provisions of this Agreement the non-breaching party shall have the rights and remedies provided by law or under these terms and conditions.
13. **INDEMNIFICATION.** Except as stated below, **BAKER** shall indemnify and save harmless the **CLIENT** from these claims, losses, lawsuits or expenses caused directly by **BAKER's** negligent acts, errors or omissions with performance of the Services hereunder.
14. **WAIVER OF CONSEQUENTIAL DAMAGES.** Under no circumstances shall either party be liable to the other party for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including either party's fault or negligence.
15. **INSURANCE.** Unless otherwise required in this Agreement, the **CLIENT** and **BAKER** shall, during the performance of the Services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:
- (a) **Comprehensive General Liability** including the following:
 - \$20,000,000 Each Occurrence for bodily injury and property damage
 - \$1,000,000 Products/ Completed Operations Aggregate
 - \$1,000,000 General Aggregate over all interests
 - (b) **Comprehensive Automobile Liability** including coverage for owned, non-owned and hired vehicles:
 - \$5,000,000 Bodily Injury
 - \$1,000,000 Property Damage
 - (c) **Umbrella/Excess Policy:**
 - \$4,000,000
 - (d) **BAKER** shall also maintain Workers' Compensation Insurance in statutorily required amounts and Employers' Liability Insurance in the amount of \$1,000,000 for bodily injury and \$1,000,000 by disease with a policy limit of \$1,000,000.
 - (e) **Professional Liability**
 - \$1,000,000 per occurrence
16. **INDEPENDENT CONTRACTOR.** **BAKER** acknowledges that it is furnishing the Services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of **CLIENT** or any of its affiliates.

17. **PUBLIC ANNOUNCEMENTS.** No publicity releases (including news releases and advertising) relating to this Agreement or the Services performed hereunder, shall be issued by either party without the prior written approval of the other party.
18. **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.
19. **HEADINGS.** Headings in this Agreement are for convenience only, and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.
20. **GOVERNING LAWS.** The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Georgia without regard to its choice of law provisions.
21. **SUPPLEMENTS TO AGREEMENT.** The following Exhibits are an integral part of this Agreement.
- A - "General Provisions for Program Management and General Consulting Services"
 - B - "General Provisions for Planning and Environmental Services"
 - C - "General Provisions for Engineering Services"
 - D - "General Provisions for Architectural Design Services"
 - E - "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative"
 - F - "Payments and Miscellaneous Provisions"
 - G - "Sample Task Order Form"
 - H - "Mandatory Federal Provisions"

23. **TERM OF AGREEMENT**

This AGREEMENT shall apply to all projects initiated within five (5) years, more or less, after the effective date of the first Task Order.

24. **ENTIRE AGREEMENT.** This Agreement and any resulting Task Orders constitute the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

MICHAEL BAKER JR., INC.

WITNESS: Luanne Brabham BY: Scott R. Armstrong

PRINT
NAME: Scott R. Armstrong

TITLE: Senior Vice President

SAVANNAH AIRPORT COMMISSION

WITNESS: GREG B. KELLY BY: Sylvester C. Formey
Corporate Secretary

PRINT
NAME: SYLVESTER C. FORMEY

TITLE: Chairman



EXHIBIT A

GENERAL PROVISIONS FOR PROGRAM MANAGEMENT AND GENERAL CONSULTING SERVICES

This is an exhibit attached to and made a part of the AGREEMENT between the **CLIENT** and **BAKER** for Professional Services. For elements of the PROJECT described in the referenced AGREEMENT, **BAKER** shall perform Professional Services in accordance with acceptable architectural, engineering and surveying practices. These services shall be the limits of **BAKER's** responsibility under this AGREEMENT.

These General Provisions set forth the general requirements for the performance of the various services for program management and general consulting required under this AGREEMENT. **BAKER** under each duly executed Task Order shall perform the scope of work required by such Authorization, and unless requirements to the contrary are specifically prescribed therein, shall perform the required services in accordance with the following requirements.

SECTION I - PROGRAM MANAGEMENT AND GENERAL CONSULTING SERVICES

- A. The services for program management respond to the complexities resulting from multiple project, multi-discipline, and long-range programs. Typical program management services can include:
 - 1. Project formulation/programming;
 - 2. Projects coordination;
 - 3. Master program scheduling;
 - 4. Consultant/subconsultant coordination;
 - 5. Funding and financial coordination assistance;
 - 6. Meeting preparation and documentation; and,
 - 7. Technical assistance.
- B. The general consulting services to be provided under this section are undefined, general in nature, and only required periodically by the **CLIENT**. Typical services anticipated might include:
 - 1. Presentation preparation;
 - 2. Coordination of meetings with local, state, and federal officials;
 - 3. Site visits;
 - 4. Facility inspection;
 - 5. Obstruction surveys;
 - 6. Property surveys
 - 7. Other services requested by the **CLIENT** that are not otherwise directly associated with a current project.
- C. Specific program management services will be reviewed in advance with the **CLIENT** and set forth in each Task Order. FAA approval of scope will be obtained for FAA funded items and tasks.

- D. The amount of compensation and method of payment will be established when each Task Order is developed and presented for approval.

SECTION II - MISCELLANEOUS PROVISIONS

- A. **Exhibit "F", Payments and Miscellaneous Provisions**, specifies requirements for payments to **BAKER, CLIENT's** responsibilities, and other miscellaneous provisions, and **Exhibit "H"** specifies Federal mandatory provisions.

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EXHIBIT B
GENERAL PROVISIONS FOR PLANNING
AND ENVIRONMENTAL SERVICES

This is an exhibit attached to and made a part of the AGREEMENT between the **CLIENT** and **BAKER** for professional consulting services. For elements of the PROJECT described in the referenced AGREEMENT, **BAKER** shall perform professional services as hereinafter described, which shall include customary planning, environmental, and auxiliary services incidental thereto. These services, when performed in accordance with acceptable practices, shall be the limits of **BAKER's** responsibility under this AGREEMENT.

These General Provisions set forth the general requirements for the performance of the various services for planning and environmental projects required under this AGREEMENT. **BAKER** under each duly executed Task Order shall perform the scope of work required by such Authorization, and unless requirements to the contrary are specifically prescribed therein, shall perform the required services in accordance with the following requirements.

SECTION I - SERVICES

- A. Basic and Special Services for planning projects will be reviewed in advance with the **CLIENT** and set forth in each Task Order. FAA approval of scope will be obtained for FAA funded items and tasks.
- B. The amount of compensation and method of payment will be established when each planning Task Order is developed and presented for approval.
- C. At the written request of the **CLIENT**, **BAKER** shall accomplish such special services as required by the **CLIENT** to complete the PROJECT. At the option of the **CLIENT**, special services may be provided by the **CLIENT** through contracts with other professionals or may be provided by **BAKER**. When **BAKER** is requested to provide special services, such services may be provided by **BAKER's** own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the approval of the **CLIENT** before the work is initiated. (**CLIENT's** approval of **BAKER's** Task Order listing subconsultants and subconsultant fees will be considered approval of Subconsultant's contract.) Special services which may be requested include, but are not necessarily limited to the following:
 - 1. Soils and materials investigations including test borings, laboratory testing of soils and materials, and related analyses and recommendations;
 - 2. Reproduction of additional copies of reports and other documents above the specified number described in each Task Order;
 - 3. The accomplishment of special surveys and investigations, such as aerial photography and mapping, traffic volume data collection, and the preparation of

special reports and drawings as may be requested or authorized in writing by the **CLIENT** in connection with the **PROJECT**;

4. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps; and,
5. Special environmental studies including biotic studies, historical and archeological studies, noise studies and other related work.

SECTION II - MISCELLANEOUS PROVISIONS

A. **Exhibit "F", Payments and Miscellaneous Provisions**, specifies requirements for payments to **BAKER**, **CLIENT's** responsibilities, and other miscellaneous provisions, and **Exhibit "H"** specifies Federal mandatory provisions applicable to Planning Projects.

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EXHIBIT C
GENERAL PROVISIONS FOR ENGINEERING SERVICES

This is an exhibit attached to and made a part of the AGREEMENT between the **CLIENT** and **BAKER** for professional consulting services. For elements of the PROJECT described in the referenced AGREEMENT which are primarily engineering projects, **BAKER** shall perform professional services as hereinafter described, which shall include customary civil, structural, mechanical, and electrical engineering services. These services, when performed in accordance with acceptable engineering practices, shall be the limits of **BAKER's** responsibility under this AGREEMENT.

These General Provisions set forth the general requirements for the performance of the various services for Aviation and Roadway development projects required under this AGREEMENT. **BAKER** under each duly executed Task Order shall perform work required to accomplish the intent of such Task Order, and unless otherwise specifically prescribed therein, shall perform the required services in accordance with the following requirements.

The scope of services, method of payment and the amount of payment for specified services shall be detailed in each Work Authorization. **BAKER**, with input from the **OWNER**, will develop a Scope of Work with tasks detailing the anticipated work elements for the Aviation or Roadway project. A schedule of work will also be developed. Once the Scope of Work is agreed upon, **BAKER** will provide an estimate of design cost to the **OWNER** for review. The receipt of an approved Work Authorization will constitute **BAKER's** Notice-to-Proceed.

SECTION I - BASIC SERVICES

- A. Basic Engineering Services will generally be completed in four (4) phases:
1. Preliminary design phase;
 2. Final design phase;
 3. Bidding phase; and,
 4. Construction phase.

The general types of services to be performed in each phase are described herein. However, typical services may be changed or deleted as required for each project. Additional services may be added as mutually agreed upon between **CLIENT** and **BAKER**. Such additions, changes, or deletions will be outlined in each Task Order.

B. Preliminary Design Phase

This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Items of work for this phase of a project include:

1. Conferring with the **CLIENT** on project requirements, finances, schedules, early phases of the PROJECT, and other pertinent matters; and meeting with concerned agencies and parties on matters affecting the PROJECT;
2. Advising **CLIENT** as to the necessity of providing or obtaining from others data or services of the types described in Section III such as, but not limited to field surveys, soil borings, aerial mapping and laboratory testing. At **CLIENT**'s option, services may be provided by the **CLIENT** through direct contracts with other professionals or may be provided by **BAKER** in accordance with **Exhibit "F", Payments and Miscellaneous Provisions**, Section I.2; and,
3. Developing design schematics, sketches, project recommendations, preliminary layouts, and preliminary cost estimates.

C. Final Design Phase

After authorization to proceed with the Final Design Phase, **BAKER** shall, on the basis of the accepted Preliminary Design documents and the construction budget authorized by **CLIENT**:

1. Prepare necessary engineering reports and recommendations;
2. Prepare detailed plans, specifications, and cost estimates;
3. Print and provide necessary copies for in-house production of engineering drawings and contract specifications;
4. Advise **CLIENT** of any adjustments to the preliminary estimate of probable construction costs caused by changes in general scope, extent or character or design requirements of the PROJECT, or market conditions. Furnish to **CLIENT** a revised opinion of probable construction costs based on the Final Drawings and Specifications;
5. Prepare for review and approval by **CLIENT**, its legal counsel and other advisors, necessary Bidding information, bidding forms, the Conditions of the Contract, and the form of AGREEMENT between the **CLIENT** and Contractor; and,
6. Distribute documents for approvals to GDOT, FAA, **CLIENT**, State, and other regulatory agencies.

D. Bidding Phase

After authorization to proceed with the Bidding Phase, **BAKER** shall:

1. Assist the **CLIENT** in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment and services; and, where

applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process deposits for Bidding Documents;

2. Assist the **CLIENT** in conducting a prebid conference for each separate prime contract to share pertinent bidding and technical information and requirements with prospective bidders.
3. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
4. Distribute sets of Bidding Documents to Prospective Bidders and plan offices during the Bidding Phase.
5. Attend the bid opening, prepare bid tabulation sheets and assist **CLIENT** in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

E. Construction Phase

1. **BAKER's** responsibility to provide Basic Services for the Construction Phase under this AGREEMENT commences with the award of each Contract for Construction and terminates at the earlier of the issuance by the **CLIENT** of the final Certificate for Payment or 30 days after the date of Substantial Completion of the Work, but if so stated by Task Order, may be extended under the terms of **Section II "Special Services"**;
2. **BAKER** shall attend and administer the preconstruction conference;
3. Visits to Site and Observation of Construction: In connection with observations of the work of Contractor(s) while it is in progress:
 - a. **BAKER** shall make visits to the site at intervals appropriate to the various stages of construction as **BAKER** deems necessary in order to observe as an experienced and qualified design professional the progress of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, **BAKER** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and **BAKER** shall keep **CLIENT** informed of the progress of the work;
 - b. If **CLIENT** requests more extensive site representation than is described in E.3.a above, **BAKER** will provide a Resident Project Representative(s) as a Special Service;
 - c. **BAKER** shall not during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over

Contractor(s)'s work nor shall **BAKER** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, **BAKER** can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents;

4. Defective Work: During such visits and on the basis of such observations, **BAKER** may disapprove of or reject Contractor(s)' work while it is in progress if **BAKER** believes that such work will not produce a completed PROJECT that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the PROJECT as reflected in the Contract Documents.
5. Interpretations and Clarifications: **BAKER** shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required;
6. Shop Drawings: **BAKER** shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the PROJECT. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto;
7. Substitutes: **BAKER** shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of Section I, paragraph E.13;
8. Inspections and Tests: **BAKER** shall have authority, as **CLIENT's** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents);
9. Disputes between **CLIENT** and Contractor: **BAKER** shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of **CLIENT** and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the

execution and progress of the work. **BAKER** shall not be liable for the results of any such interpretations or decisions rendered in good faith;

10. Applications for Payment: Based on **BAKER's** on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
 - a. **BAKER** shall 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 **CLIENT**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of **BAKER's** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, **BAKER's** recommendations of payment will include determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents);
 - b. By recommending any payment, **BAKER** will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by **BAKER** to check the quality or quantity of Contractor(s)'s work as it is furnished and performed beyond the responsibilities specifically assigned to **BAKER** in this AGREEMENT and the Contract Documents. **BAKER's** review of Contractor(s)' work for the purposes of recommending payments will not impose on **BAKER** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on **BAKER** to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to **CLIENT** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **CLIENT** and Contractor that might affect the amount that should be paid.
11. Contractor(s)' Completion Documents: **BAKER** shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will

only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to **CLIENT** with written comments;

12. Inspections: **BAKER** shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable to **CLIENT**, **FAA** and other governing agencies so that **BAKER** may recommend, in writing, final payment to Contractor(s) and may give written notice to **CLIENT** and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph E.10.b; and,
13. Limitation of Responsibilities: **BAKER** shall not be responsible for the act or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except **BAKER's** own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs E.1 through E.12 inclusive, shall be construed to release **BAKER** from liability for failure to properly perform duties and responsibilities assumed by **BAKER** in the Contract Documents.

SECTION II - SPECIAL SERVICES

A. Services Requiring Authorization in Advance

If authorized in writing by **CLIENT**, **BAKER** shall accomplish such special services of the following types which are not considered normal or customary Basic Services except where specifically provided for otherwise in the Task Orders. At **CLIENT's** option, services may be provided by the **CLIENT** through direct contracts with other professionals or may be provided by **BAKER**. When **BAKER** is requested to provide special services, such services may be provided by **BAKER's** own forces or through subcontracts with other professionals; however, contracts with other professionals for special services must have the approval of the **CLIENT** before the work is initiated (**CLIENT** approval of **BAKER's** Task Order listing subconsultants and subconsultant fees will be considered approval of Subconsultant's contract.) Special services will be paid for by **CLIENT** as indicated in each Task Order in addition to the compensation for Basic Services described herein.

1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the PROJECT; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the PROJECT of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by **CLIENT**; commonly referred to as A/E survey.
3. Services resulting from significant changes in the general scope, extent or character of the **PROJECT** or its design including, but not limited to, changes in size, complexity, **CLIENT's** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to causes beyond **BAKER's** control.
4. Providing renderings or models for **CLIENT's** use.
5. Preparing to serve or serving as a consultant or witness for **CLIENT** in any litigation, public hearing or other legal or administrative proceeding involving the **PROJECT** (except as agreed to under Basic Services).
6. Soils and material investigations including test borings, laboratory testing of soils and materials, related analyses and recommendations.
7. Quality assurance testing during construction.
8. Furnishing services of a Resident Project Representative to assist **BAKER** in observing performance of the work of Contractor(s).
9. Preparation of Disadvantaged Business Enterprise Program.
10. Cost accounting services, grant administration, and grant closeout.
11. Reproduction and postage of reports, contract documents and specifications to FAA, **CLIENT**, Contractor, regulatory agencies, prospective bidders, and plan rooms.
12. Services in connection with work directive changes and change orders to reflect changes requested by **CLIENT** if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
13. Services in making revisions to Drawings and Specifications occasioned by the acceptance or substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
14. Services resulting from delays beyond the control of **BAKER**.

15. 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 negligent work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor, or (5) other causes beyond **BAKER's** control.
16. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.
17. Services after issuance to the **CLIENT** of the final certificate for payment or in the absence of such certificate, more than 30 days after the date of Substantial Completion of the Work.
18. Provide assistance in the closing of any financial or related transaction for the PROJECT.
19. Provide assistance in connection with the refining and adjusting of any equipment or system.
20. Preparation of a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to **BAKER** and which **BAKER** considers significant.
21. Operational Phase Services:
 - a. Provide assistance in connection with the refining and adjusting of any equipment or system.
 - b. Assist **CLIENT** in training **CLIENT's** staff to operate and maintain the PROJECT.
 - c. Assist **CLIENT** in developing systems and procedures for control of the operation and maintenance of and record keeping for the PROJECT.

SECTION III - MISCELLANEOUS PROVISIONS

- A. **Exhibit "F", Payments and Miscellaneous Provisions**, specifies requirements for payments to **BAKER**, **CLIENT's** responsibilities, and other miscellaneous provisions, and **Exhibit "H"** specifies Federal mandatory provisions.

EXHIBIT D

GENERAL PROVISIONS FOR ARCHITECTURAL DESIGN SERVICES

This is an exhibit attached to and made a part of the AGREEMENT between the **CLIENT** and **BAKER** for professional consulting services. For elements of the PROJECT which are primarily building improvements, described in the referenced AGREEMENT, **BAKER** shall perform professional services as hereinafter described, which shall include customary architectural, structural, mechanical, and electrical engineering services. These services, when performed in accordance with acceptable engineering and architectural practices, shall be the limits of **BAKER'S** responsibility under this AGREEMENT.

These General Provisions set forth the general requirements for the performance of the various architectural services for projects required under this AGREEMENT. **BAKER** under each duly executed Task Order shall perform the scope of work required by such Authorization, and, unless requirements to the contrary are specifically prescribed therein, shall perform the required services in accordance with the following requirements.

SECTION I - BASIC SERVICES

A. Basic Architectural Services will generally be completed in five (5) phases:

1. Schematic design phase;
2. Design development phase;
3. Contract Document phase;
4. Bidding phase; and
5. Construction phase.

The general types of services to be performed in each phase are described herein. However, typical services may be changed or deleted as required for each project. Additional services may be added as mutually agreed upon between **CLIENT** and **BAKER**. Such additions, changes, or deletions will be outlined in each Task Order.

B. Schematic Design Phase

1. **BAKER** shall review the program furnished by the **CLIENT** to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the **CLIENT**.
2. **BAKER** shall provide a preliminary evaluation of the **CLIENT's** program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Exhibit F, Section II, Paragraph A.
3. **BAKER** shall review with the **CLIENT** alternative approaches to design and construction of the Project.

4. Based on the mutually agreed upon program, schedule and construction budget requirements, **BAKER** shall prepare, for approval by the **CLIENT**, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
5. **BAKER** shall submit to the **CLIENT** a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

C. Design Development Phase

1. Based on the approved Schematic Design Documents and any adjustments authorized by the **CLIENT** in the program, schedule or construction budget, **BAKER** shall prepare, for approval by the **CLIENT**, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
2. **BAKER** shall advise the **CLIENT** of any adjustments to the preliminary estimate of Construction Cost.

D. Construction Documents Phase

1. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the **CLIENT**, **BAKER** shall prepare, for approval by the **CLIENT**, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
2. **BAKER** shall assist the **CLIENT** in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of AGREEMENT between the **CLIENT** and the Contractor.
3. **BAKER** shall advise the **CLIENT** of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.
4. **BAKER** shall assist the **CLIENT** in connection with the **CLIENT**'s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

E. Bidding Phase

After authorization to proceed with the Bidding Phase, **BAKER** shall:

1. Assist the **CLIENT** in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment and services; and, where

applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
3. Consult with and advise **CLIENT** as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.
4. Consult with **CLIENT** concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
5. Attend the bid opening, prepare bid tabulation sheets and assist **CLIENT** in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
6. Furnish sets of Bidding Documents to contractor bidding and plan offices during the Bidding Phase. The number of documents and their distribution will be specified in the Task Order(s).

F. Construction Phase

1. **BAKER's** responsibility to provide Basic Services for the Construction Phase under this AGREEMENT commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Client of the final Certificate for Payment or the original date established for Substantial Completion of the Work, but may be extended under the terms of Section II "Special Services".
2. **BAKER** shall provide administration of the Contract for construction as set forth below, unless otherwise provided in this AGREEMENT.
3. **BAKER** shall attend preconstruction conference.
4. Visits to Site and Observation of Construction: In connection with Observations of the work of Contractor(s) while it is in progress:
 - a) **BAKER** shall make visits to the site at intervals appropriate to the various stages of construction as **BAKER** deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, **BAKER** shall

endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and **BAKER** shall keep **CLIENT** informed of the progress of the work.

- b) If **CLIENT** requests more extensive site representation than is described in F.4(a) above, **BAKER** will provide a Resident Project Representative(s) as a Special Service.
 - c) **BAKER** shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall **BAKER** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, **BAKER** can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
- 5. Defective Work: During such visits and on the basis of such observations, **BAKER** may disapprove of or reject Contractor(s)' work while it is in progress if **BAKER** believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
 - 6. Interpretations and Clarifications: **BAKER** shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
 - 7. Shop Drawings: **BAKER** shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
 - 8. Substitutes: **BAKER** shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of Section II, paragraph A.37.

9. Inspections and Tests: **BAKER** shall have authority, as **CLIENT**'s representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
10. Disputes: **BAKER** shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
11. Applications for Payment: Based on **BAKER**'s on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
 - a) **BAKER** shall 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 **CLIENT**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of **BAKER**'s knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, **BAKER**'s recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b) By recommending any payment, **BAKER** will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by **CLIENT** to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to **BAKER** in this AGREEMENT and the Contract Documents. **BAKER**'s review of Contractor(s)' work for the purposes of recommending payments will not impose on **BAKER** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on **BAKER** to make any examination to ascertain how or for what purposes any Contractor has used the moneys

paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to **CLIENT** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **CLIENT** and Contractor that might affect the amount that should be paid.

12. Contractor(s)' Completion Documents: **BAKER** shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to **CLIENT** with written comments.
13. Inspections: **BAKER** shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that **BAKER** may recommend, in writing, final payment to Contractor(s) and may give written notice to **CLIENT** and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph F.11.b.
14. Limitation of Responsibilities: **BAKER** shall not be responsible for the act or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except **BAKER**'s own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs F.1 through F.13 inclusive, shall be construed to release **BAKER** from liability for failure to properly perform duties and responsibilities assumed by **BAKER** in the Contract Documents.

SECTION II - SPECIAL SERVICES

A. Services Requiring Authorization in Advance

If authorized in writing by **CLIENT**, **BAKER** shall accomplish such special services of the following types which are not considered normal or customary Basic Services except where specifically provided for otherwise in the Task Orders. At **CLIENT'S** option, services may be provided by the **CLIENT** through direct contracts with other professionals or may be provided by **BAKER**. When **BAKER** is requested to provide special services, such services may be provided by **BAKER'S** own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the approval of the **CLIENT** before the work is initiated, however **BAKER** shall remain responsible for work of subconsultants.

Special services will be paid for by **CLIENT** in addition to the compensation for Basic Services described herein.

1. Preparation of preapplications and/or applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by **CLIENT**; commonly referred to as A/E survey.
3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, **CLIENT'S** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to causes beyond **BAKER'S** control.
4. Providing renderings or models for **CLIENT'S** use.
5. Preparing documents for alternate, separate or sequential bids requested by **CLIENT** after receipt of original bids and for Contractor(s)' work which is not executed or documents for out-of-sequence work.
6. 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 the Project; evaluating processes available for licensing and assisting **CLIENT** in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits for inventories required in connection with construction performed for **CLIENT**.
7. Services resulting from the award of more separate prime contracts for construction, materials, equipment or services for the Project than are contemplated by an approved Task Order, and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the **CLIENT** and administering **CLIENT'S** contracts for such services.

8. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work, and providing land surveys and other special field surveys.
9. Assistance in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services.
10. Services during out-of-town travel required of **BAKER** other than visits to the site as required by Section I.
11. Preparing to serve to serving as a consultant or witness for **CLIENT** in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
12. Soils and Material Investigations including test borings, laboratory testing of soils and materials, related analyses and recommendations.
13. Quality Assurance testing during construction.
14. Furnishing services of a Resident Project Representative to assist **BAKER** in observing performance of the work of contractor(s).
15. Preparation of Disadvantaged Business Programs.
16. Cost accounting services, grant administration, and grant closeout.
17. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services described in each Task Order.
18. Providing analyses of the **CLIENT**'s needs and programming the requirements of the Project.
19. Providing financial feasibility or other special studies.
20. Providing planning surveys, site evaluations or comparative studies of prospective sites.
21. Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
22. Providing services relative to future facilities, systems and equipment.

23. Providing services to verify the accuracy of drawings or other information furnished by the **CLIENT**.
24. Providing coordination of construction performed by separate contractors or by the **CLIENT**'s own forces and coordination of services required in connection with construction performed and equipment supplied by the **CLIENT**.
25. Providing services in connection with the work of a construction manager or separate consultants retained by the **CLIENT**.
26. Providing detailed estimates of Construction Cost.
27. Providing detailed quantity surveys or inventories of material, equipment and labor.
28. Providing analyses of owning and operating costs.
29. Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
30. Providing services for planning tenant or rental spaces.
31. Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
32. Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to **BAKER**.
33. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
34. Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.
35. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.
36. Services in connection with work directive changes and change orders to reflect changes requested by **CLIENT** if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

37. Services in making revisions to Drawings and Specifications occasioned by the acceptance or substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
38. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
39. 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 negligent work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.
40. Services in connection with any partial utilization of any part of the Project by **CLIENT** prior to Substantial Completion.
41. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.
42. Services after issuance to the **CLIENT** of the final certificate for payment or in the absence of such certificate, more than 60 days after the date of Substantial Completion of the Work.

SECTION III - MISCELLANEOUS PROVISIONS

- A. **Exhibit "F", Payments and Miscellaneous Provisions**, specifies requirements for payments to **BAKER**, **CLIENT's** responsibilities, and other miscellaneous provisions, and **Exhibit "H"** specifies Federal mandatory provisions.

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EXHIBIT E

DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

This is an exhibit attached to and made a part of the AGREEMENT between the **CLIENT** and **BAKER** for Professional Consulting Services. For elements of the PROJECT described in the referenced AGREEMENT, **BAKER** shall perform Resident Project Representative Services in accordance with the following:

- A. General: Resident Project Representative (**RPR**) will be **BAKER's** agent at the site, will act as directed by and under the supervision of **BAKER**, and will confer with **BAKER** regarding **RPR** actions. **RPR's** dealings in matters pertaining to the onsite work shall in general be only with **BAKER** and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor. Written communication with **CLIENT** will be only through or as directed by **BAKER**.
- B. Duties and Responsibilities of RPR:
 - 1. Schedules: Review the progress schedule, schedule of shop drawing submissions, and schedule of values prepared by Contractor and consult with **BAKER** concerning acceptability.
 - 2. Conferences and Meetings: Attend meetings with Contractor such as preconstruction conferences, progress meetings and other conferences as required in consultation with **BAKER** and notify those expected to attend in advance. Prepare and circulate copies of minutes thereof.
 - 3. Liaison:
 - a. Serve as **BAKER's** liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the contract documents. Assist **BAKER** in serving as the **CLIENT's** liaison with the Contractor when the Contractor's operations affect the **CLIENT's** onsite operations.
 - b. As requested by **BAKER**, assist in obtaining from the **CLIENT** additional details or information, when required at the job site for proper execution of the work.
 - 4. Shop Drawings and Samples:
 - a. Record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor, and notify **BAKER** of their availability for examination.

- b. Advise **BAKER** and Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by **BAKER**.
5. Review of Work, Rejection of Defective Work, Inspection and Tests:
- a. Conduct onsite observations of the work in progress to assist **BAKER** in determining if the work is proceeding in accordance with the contract documents and that completed work will conform to the contract documents.
 - b. Report to **BAKER** whenever **RPR** believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment, and advise **BAKER** when he believes work 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 startups and operating and maintenance training are conducted as required by the contract documents and in presence of the appropriate personnel, and that Contractor maintains adequate records thereof; observe, record, and report to **BAKER** appropriate details relative to test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the PROJECT, record the results of these inspections, and report to **BAKER**.
6. Interpretation of Contract Documents: Transmit to Contractor **BAKER's** clarifications and interpretations of the contract documents.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them with **RPR's** recommendations to **BAKER**. Transmit to Contractor decisions as issued by **BAKER**.
8. Records:
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, **BAKER's** clarifications and interpretations of the contract documents, progress reports and other project related documents.

- b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to Contractor's questions or extras or deductions, quantities of materials installed on the PROJECT, list of visiting officials and representatives of manufacturers, fabricators, suppliers, and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of the observing test procedures. Send copies to **BAKER**.
 - c. Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
9. Reports:
- a. Furnish to **BAKER**, **CLIENT**, and the Federal Aviation Administration periodic reports as required of the progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
 - b. Consult with **BAKER** in advance of scheduled major tests, inspections, or start of important phases of the work.
 - c. Report immediately to **BAKER** upon the occurrence of any accident.
 - d. Review and certify Contractor's payroll submittals for compliance with Federal law pertaining to classification and wage rates.
10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to **BAKER**, noting particularly their relation to the schedule of values, work completed, and material and equipment delivered at the site but not incorporated in the work.
11. Certificates, Maintenance and Operation 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 deliver this material to **BAKER** for his review and forwarding to **CLIENT** prior to final acceptance of the work.
12. Completion:
- a. Before **BAKER** issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of **BAKER**, **CLIENT**, and Contractor and prepare a final list of items to be completed or corrected.

- c. Verify that all items on final list have been completed or corrected and make recommendations to **BAKER** concerning acceptance.

C. Limitations of Resident Project Representative's Authority:

Except upon written instructions of **BAKER, RPR**:

1. Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.
2. Shall not exceed limitations of **BAKER's** authority as set forth in the contract documents.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent, or expedite the work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the contract documents.
5. Shall not issue directions as to safety programs in connection with the work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not authorize the **CLIENT** to occupy or utilize the PROJECT in whole or in part, without the approval of **BAKER**.
8. Shall not participate in specialized field or laboratory tests, or inspections conducted by others except as specifically authorized by **BAKER**.

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EXHIBIT F

PAYMENTS AND MISCELLANEOUS PROVISIONS

This is an exhibit attached to and made a part of the AGREEMENT between the CLIENT and BAKER for professional consulting services.

SECTION I- PAYMENTS TO BAKER

The **CLIENT** agrees to compensate **BAKER** for services performed in accordance with one of the following methods as hereinafter set forth. It is further agreed that such compensation includes both direct and indirect costs chargeable to the **PROJECT** under generally accepted accounting principles.

The method of payment and the amount of payment for specified services shall be detailed in each Task Order. The receipt of an approved Task Order will constitute **BAKER's** Notice-to-Proceed.

Unless otherwise approved in writing, **BAKER** is not to undertake any work prior to the receipt of an approved Task Order executed by the **CLIENT**.

A. Cost Plus Fixed Fee

Under this method of payment, **BAKER's** compensation will be equal to direct hourly cost times a factor to cover overhead plus direct non-salary expense and a fixed fee to cover profit. The cost may be more or less than estimated, but the fixed fee will neither increase nor decrease, unless there is a change in the scope, complexity, or duration of the work. In that event, the fixed fee would be subject to re-negotiation. Should the total cost be more than the estimated budget in an approved Task Order, a supplemental Task Order covering the additional costs of the particular task in question will be prepared by **BAKER** and submitted to the **CLIENT** for review and approval.

B. Hourly Fee Schedule and Subconsultants

Under this method of payment, **BAKER's** compensation will be based on actual hours worked, by discipline, times the then current fee schedule, plus direct non-salary expenses, including the direct costs of subconsultants plus a lump sum administrative fee. **The hourly fee schedule will only be utilized for specific minor items of work performed as special services.**

C. Lump Sum

For work that can be defined and delineated in advance, payment to **BAKER** will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses as hereinafter described. The lump sum will not increase nor decrease unless there is a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to re-negotiation, and **BAKER** will prepare and submit a supplemental Task Order for **CLIENT** approval.

D. General

Payments to **BAKER** on account of the above fees are payable upon receipt and are past due thirty (30) days after the date of invoices. Amounts not paid within 30 days of invoice date are delinquent and **CLIENT** agrees to pay a late payment fee in the amount of 1% per month or the maximum late payment fee permitted by applicable law (whichever is less) on any unpaid amount for each month, or fraction thereof, that such payment is delinquent. Invoices shall be submitted periodically for the amount of work carried out in that period. The **CLIENT** shall not retain any amounts due from **BAKER's** invoices, nor withhold said invoices pending FAA and/or other agency approval.

E. The following definitions will apply to the payments for services.

1. Salary Cost - For purposes of this AGREEMENT, direct salary cost is defined as the current actual cost of salaries of personnel for the time directly chargeable to the PROJECT.
2. Overhead - For the purpose of this AGREEMENT, overhead shall be calculated in accordance with Federal Acquisition Regulations. For billing under the cost plus fixed fee method of payment, overhead as defined herein shall be direct salary cost times the current overhead rate of the **BAKER** when the Task Order is signed.
3. Direct Non-salary Expenses – This type of expense generally include items that are directly chargeable to the PROJECT and substantiated by appropriate documentation. Typical items may include the cost of subconsultants, living and traveling expenses of employees, communications expense, postage, reproduction, computer time, identifiable supplies and other items that can be identified with the PROJECT.

SECTION II - MISCELLANEOUS PROVISIONS

A. Estimates:

1. Since **BAKER** has no control over the cost of labor and materials or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but **BAKER** does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the PROJECT construction cost.

B. Extra Work:

1. It is mutually understood and agreed that the **CLIENT** will compensate **BAKER** for services resulting from significant changes in general scope of the PROJECT or its design, but not necessarily limited to, changes in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents for contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond **BAKER's** control and when requested and authorized by the **CLIENT**.

Compensation for such extra work when authorized by the **CLIENT** shall be established in each Task Order. **BAKER** shall promptly notify **CLIENT** in writing of all extra work or cost variations on the PROJECT prior to undertaking said work.

C. Reuse of Documents:

1. All documents including drawings and specifications prepared by **BAKER** pursuant to this AGREEMENT are instruments of service with respect to the PROJECT. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the PROJECT or on any other PROJECT. Any reuse without written verification will be at **CLIENT's** sole risk and with no liability or legal exposure to **BAKER**. Any such verification or adaptation will entitle **BAKER** to further compensation at rates to be agreed upon by **CLIENT** and **BAKER**. Notwithstanding these provisions the **CLIENT** shall be provided upon request a reproducible copy of any drawing produced under this AGREEMENT at the cost of reproduction, and will be permitted full use of such documents subject to the limitations set forth herein.

D. Responsibility of **BAKER**:

1. **BAKER** 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 **BAKER** under this AGREEMENT.
2. Approval by the **CLIENT** and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve **BAKER** of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the **CLIENT** or other agencies but not to **BAKER**.
3. **BAKER** shall not be responsible for any time delays in the PROJECT caused by the loss or destruction of any portion of the PROJECT including, but not limited to, fire, theft, smoke, storm, vandalism, sudden or accidental damage from irregularities in electrical current, or any other circumstance beyond **BAKER's** control.

E. Responsibility of **CLIENT**:

As a part to this AGREEMENT, the **CLIENT** shall:

1. Make available for **BAKER's** use all record drawings, maps, information as to unusual conditions or practices affecting **BAKER's** services, soil data, etc., that are readily available to the **CLIENT**.
2. Designate a person to act with authority on the **CLIENT's** behalf and respond in a timely manner to submissions by **BAKER** providing approvals and authorizations as appropriate so that work may continue at a normal pace.

3. Pay all costs associated with special services authorized by the **CLIENT** and all costs associated with obtaining bids from Contractors, including but not limited to cost of printing, postage and public notice of advertisement.
4. Furnish such accounting, insurance and legal counseling services as **CLIENT** may require for this **PROJECT**. Obtain advice of an attorney, insurance counselor or other consultants as **CLIENT** deems appropriate for examination of the Contract Documents prepared by **BAKER**.
5. Pay all costs incidental to compliance with requirements of these paragraphs 1 through 4.

F. Termination:

1. This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party provided that no such termination may be effected unless the other party is given:
 - a. Not less than 10 calendar days written notice of intent to terminate; and,
 - b. An opportunity for consultation with the terminating party prior to termination.
2. This AGREEMENT may be terminated in whole or in part in writing by either party without cause on thirty (30) days written notice.
3. Upon receipt of a termination notice, **BAKER** shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the **CLIENT** all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by **BAKER** in performing this AGREEMENT, whether completed or in process.
4. If this AGREEMENT is terminated by either party, **BAKER** shall be paid for services rendered pursuant to this AGREEMENT. If termination of the AGREEMENT occurs at the conclusion of one phase and prior to authorization of the **CLIENT** to begin the next phase, payment by the **CLIENT** of the completed phase shall be considered full compensation due **BAKER**.

G. Audit: Access to Records

1. **BAKER** shall maintain books, records, documents, and other evidence directly pertinent to the work under this AGREEMENT in accordance with generally accepted accounting principles and practices. The **CLIENT**, the Federal Aviation Administration, the Comptroller General of the United States or any of their duly appointed representatives shall have access to any books, documents, papers,

records, and other evidence for the purpose of examination, audit, excerpts, and transcriptions.

2. Records described above shall be maintained and made available during the performance under this AGREEMENT and for a period of three years after the **CLIENT** makes final payment and all other pending matters are closed.

H. Headings

1. The headings of the Exhibits, Sections, Schedules, and Attachments as contained in this AGREEMENT are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Exhibits, Sections, Schedules, and Attachments.

I. Assignment

1. **BAKER** acknowledges that its services are unique and personal and its rights under this AGREEMENT may not be assigned or its duties or obligations delegated without the express written consent of **CLIENT**.

J. Construction Means and Methods

1. **BAKER** shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such contractors' failure to perform work in accordance with the contract documents.

K. Force Majeure

1. In no event shall either Party have any claim or right against the other Party for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the Party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

L. Standard of Care

1. The standard of care applicable to **BAKER's** services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.

M. Indemnification

1. Except as stated below, **BAKER** shall indemnify and save harmless the **CLIENT** from these claims, losses, lawsuits or expenses caused directly by **BAKER's** negligent acts, errors or omissions with performance of **BAKER's** services hereunder.

EXHIBIT G
SAMPLE TASK ORDER FORM

SAVANNAH AIRPORT COMMISSION

Task Order for Professional Services

Project Name: _____ Project Number: _____

Project Location: _____

It is agreed to undertake the following work in accordance with the provisions of our Master Agreement for Professional Services dated _____.

Description of Assignment:

Basis of Compensation/Period of Services:

Agreed as to scope of services, time schedule, and budget:

Savannah Airport Commission

Michael Baker Jr., Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment: Supporting Data for Budget

EXHIBIT H

MANDATORY FEDERAL PROVISIONS

A. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL 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:

- A.1 Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- A.2 Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall 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 shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- A.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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- A.4 Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **CLIENT** or the Federal funding agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the **CLIENT** or the Federal funding agency, as appropriate, and shall set forth what efforts it has made to obtain the information.
- A.5 Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the **CLIENT** shall impose

such contract sanctions as it or the Federal funding agency may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

A.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs A.1 through A.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the **CLIENT** or the Federal funding 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 supplier as a result of such direction, the contractor may request the **CLIENT** to enter into such litigation to protect the interests of the **CLIENT** and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. DISADVANTAGED BUSINESS ENTERPRISES

B.1. Policy: It is the policy of the federal government that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

B.2. DBE Obligation: The **SUBCONSULTANT** agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this AGREEMENT. In this regard, **SUBCONSULTANT** shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. **SUBCONSULTANT** shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally-assisted contracts. Further, the **SUBCONSULTANT** agrees to comply with all provisions of the **CLIENT's** DBE program as amended from time to time.

B.3. 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 fourteen (14) days from the receipt of each payment the prime contractor receives from the **CLIENT**. The prime contractor agrees further to return retainage payments to each subcontractor within fourteen (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 **CLIENT**. This clause applies to both DBE and non-DBE subcontractors.

C. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

- C.1.** No Federal appropriated funds shall be paid, by or on behalf of the contractor, 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 the making of any Federal grant and the amendment or modification of any Federal grant.
- C.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 any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

D. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their 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. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

E. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the Federal funding agency and the **CLIENT** of the Federal grant under which this contract is executed.

F. TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- 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 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 on said list,

or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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 a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal funding agency may direct through the **CLIENT** cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the **CLIENT** if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal funding agency may direct through the **CLIENT** cancellation of the contract or subcontract for default at no cost to the Government.

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.

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, United States Code, Section 1001.

G. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment,

declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

**H. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520
- GENERAL CIVIL RIGHTS PROVISIONS**

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

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