



**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 REYNOLDS, SMITH AND HILLS, INC., a Florida corporation, hereinafter called "RS&H," is for the services described under Item 2 of this Agreement.

RS&H: REYNOLDS, SMITH AND HILLS, Inc.

Address: 10748 Deerwood Park, South  
Jacksonville, FL 32256-0597

Phone No.: (904) 256-2299

1. General Nature of Project: RS&H shall furnish engineering and technical services as described in separately authorized Work Orders.
2. Scope of services to be performed by RS&H shall be as described in separately authorized Work Orders.
3. Services called for herein shall be completed no later than as per schedule as established in each specific Work Order and shall be performed in accordance with prevailing industry standards.
4. COMPENSATION: The compensation to be paid to RS&H for providing the services called for herein shall be as identified in separately authorized Work Orders.
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: RS&H 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 RS&H's invoice until the disputed amounts have been resolved if RS&H's services hereunder are not satisfactory to Commission.

7. INSURANCE: RS&H 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:

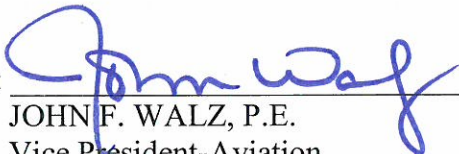
- A. COMMERCIAL GENERAL LIABILITY Insurance including Bodily Injury, Property Damage, Personal Injury, Contractual and Broad Form Property Damage Coverage including Products and Completed Operations, and XCU exposure with combined single limits of not less than \$1,000,000 per occurrence.
  - B. COMMERCIAL 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 \$1,000,000 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: RS&H shall indemnify and save harmless Commission and its authorized agents, representatives and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, liabilities, costs and expenses, including reasonable attorney's fees, to the extent arising out of any negligent act, error, omission or wrongful act of RS&H or anyone acting on its behalf in connection with or incident to this Agreement.
  9. ASSIGNABILITY: RS&H 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 RS&H 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. RS&H 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 RS&H information which is proprietary and/or confidential during the term of this Agreement. RS&H agrees to maintain the confidentiality of such information during the term of this Agreement and for a period of three (3) years following expiration of the Agreement. All materials containing such confidential information shall be returned to Commission at the conclusion of the project.
15. SCOPE OF SERVICES: RS&H 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:

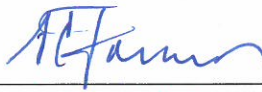
- A. This Agreement
- B. The attachments

IN WITNESS WHEREOF, this Agreement is accepted on this the 14<sup>th</sup> day of August, 2014, subject to the terms and conditions above stated and the provisions set forth herein.

**REYNOLDS, SMITH AND HILLS, INC.**

SIGNED:   
\_\_\_\_\_  
JOHN F. WALZ, P.E.  
Vice President-Aviation

**SAVANNAH AIRPORT COMMISSION**

SIGNED:   
\_\_\_\_\_  
SYLVESTER C. FORMEY  
Chairman

ATTEST:

  
\_\_\_\_\_  
GREG B. KELLY  
Corporate Secretary