

**MASTER AGREEMENT FOR  
PROFESSIONAL AIRPORT PLANNING AND FEASIBILITY STUDIES SERVICES  
BETWEEN  
AUGUSTA, GEORGIA AND MEAD & HUNT, INC.**

This AGREEMENT made this \_\_\_\_\_ day of August 2023 between **Augusta, Georgia**, a political subdivision of the State of Georgia, acting by and through its Augusta Aviation Commission at Augusta Regional Airport at Bush Field, hereinafter referred to as "OWNER," and **Mead & Hunt, Inc.**, a Wisconsin Corporation, authorized to do business in the State of Georgia, hereinafter referred to as "CONSULTANT."

**WITNESSETH:**

**WHEREAS**, the OWNER is the owner and operator of the Augusta Regional Airport at Bush Field located in Augusta, Georgia, hereinafter referred to as "AIRPORT"); and

**WHEREAS**, OWNER wishes to engage CONSULTANT to perform airport planning and feasibility studies services for project development at the AIRPORT on the terms and conditions stated herein; and

**WHEREAS**, CONSULTANT desires to accept OWNER's engagement to perform airport planning and feasibility studies services for project development at the AIRPORT on the terms and conditions stated herein;

**NOW THEREFORE**, in consideration of these premises and of the satisfactory performance by the CONSULTANT of the services hereafter provided and for the payments to be made therefore by the OWNER, the CONSULTANT and the OWNER do hereby agree as follows:

**SECTION 1 GENERAL DESCRIPTION OF SERVICES**

- 1.1 This AGREEMENT constitutes an ordering agreement for an undefined quantity of consultant services based on Augusta, Georgia Request for Qualification Item #23-156. These services generally may include, but are not limited to:
  - 1.1.1 Prepare Project Funding Applications and Capital Improvements Program (CIP) Documents
  - 1.1.2 Conduct Airport Zoning Ordinance Updates
  - 1.1.3 Assist with DBE Program Overall Goal Updates / Program Administration
  - 1.1.4 Conduct/Update Airport Layout Plans, Airport Master Plans, and Exhibit "A" Property Maps
  - 1.1.5 Conduct Environmental Assessments
  - 1.1.6 Conduct Airport Feasibility Studies
  - 1.1.7 Conduct Airport Project Justification Studies
  - 1.1.8 Such other airport-related work as the OWNER may deem necessary.
- 1.2 Subject to and in accordance with this AGREEMENT, the CONSULTANT shall perform professional services as hereinafter described, which shall include customary airport planning and feasibility studies services. These services when performed in accordance with acceptable consulting practice and professional standards shall be the limits of the CONSULTANT's responsibility under the AGREEMENT.
- 1.3 As specific needs for services are required, the OWNER will enter into a Project Task Order with the CONSULTANT. The Task Order shall include: project description, scope of work, and proposed schedule of milestones, and project fees including labor and expenses, and incorporated into this AGREEMENT by Addendum. Such task orders shall be prepared by the CONSULTANT and when requested by the OWNER, be submitted for review to Georgia Department of Transportation (GDOT) Aviation Programs,

Federal Aviation Administration (FAA) ,or any other approving regulatory agency. Changes to scope or fees of executed Task Order must be made in writing by OWNER and incorporated herein by Addendum.

## **SECTION 2 BASIC SERVICES**

- 2.1 Project Development Phase: After written authorization to proceed the CONSULTANT shall:
  - 2.1.1 Consult with OWNER and state and federal government agencies as necessary to clarify and define the requirements for the project and review available data.
  - 2.1.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from other's data or services of the types described in Section 3. Assist the OWNER in contracting for such services; or, at OWNER's option and with OWNER's written approval before work is initiated, CONSULTANT will contract with others to provide the necessary data or services.
  - 2.1.3 Prepare preliminary designs necessary to determine the type, size and scope of the improvement project based upon projected aviation activity and current airport standards.
  - 2.1.4 Prepare preliminary statement of probable construction cost for the project.
  - 2.1.5 Furnish to the OWNER digital and paper copies of completed drawings, specifications, reports, estimates and contract documents in accordance with the Task Order
- 2.2 Design Phase: After written authorization by OWNER to proceed the CONSULTANT shall:
  - 2.2.1 In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the project and the design criteria to be used in final design.
  - 2.2.2 Prepare a design report in accordance with FAA criteria which shall include but not necessarily be limited to:
    - 2.2.2.1 An analysis and reasons for the design choices;
    - 2.2.2.2 An analysis of the manner that the work will be accomplished; and
    - 2.2.2.3 A statement of probable construction cost based upon the final design.
  - 2.2.3 Advise the OWNER of needed additional services and assist the OWNER in the evaluation and selection of other professionals to provide additional services, such as soil borings, laboratory tests and surveys; or, at OWNER's option and with OWNER's written approval before work is initiated, CONSULTANT will contract with other professionals to provide such additional services.
  - 2.2.4 Prepare final design detailed contract drawings, specifications and contract documents for the design alternative selected.

- 2.2.5 Submit appropriate documents to state and federal agencies for necessary approvals and permits.
  - 2.2.6 Furnish to the OWNER digital and paper copies of completed drawings, specifications, reports, estimates and contract documents in accordance with the Task Order.
  - 2.2.7 Assist the OWNER in securing bids, tabulation and analysis of bid results.
- 2.3 Construction Phase: During the Construction Phase, the CONSULTANT shall provide the following services:
- 2.3.1 Assist the OWNER in preparation of formal contract documents for the award of construction contracts.
  - 2.3.2 Consult with and advise the OWNER and act as his representative as provided in the approved construction specifications and contract documents.
  - 2.3.3 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine in general if such work is proceeding in accordance with the contractor's schedule. CONSULTANT shall not be required by this provision to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work.
  - 2.3.4 Check shop drawings and other submissions of the contractor for compliance with the design concepts and specification requirements.
  - 2.3.5 Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist in monitoring the quality of construction.
  - 2.3.6 Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the project design. Prepare estimate of cost or savings from proposed order, prepare change order along with basis for recommendation, obtain unit price quotations from construction contractor for change order work, make recommendations to OWNER regarding contractor unit prices for change order work and assist the OWNER in negotiating with the contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The CONSULTANT is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope initiated by the OWNER or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the CONSULTANT's control, without due compensation.
  - 2.3.7 Advise the OWNER of needed additional services described in Section 3 and assist the OWNER in the acquisition of such services as appropriate.
  - 2.3.8 Check and certify the accuracy of partial and final payment due to contractors based upon the completed work.

- 2.3.9 From information provided by the resident project representative and surveys made under additional services or by others, compute final quantities of work completed by contractors on the project.
- 2.3.10 Make a final inspection with OWNER and government representatives of the completed work and provide a report of CONSULTANT'S recommendations regarding contractor's final earnings.
- 2.3.11 Prepare final project report explaining significant features of the project, such as large variances in quantities, construction time, recommendations regarding liquidated damages, etc.
- 2.3.12 The CONSULTANT shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractor(s)' agents or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the CONSULTANT from liability for failure to perform properly duties undertaken by the CONSULTANT under this AGREEMENT.
- 2.3.13 Prepare "Record Drawings" based upon information provided by the resident project representative. Furnish paper and electronic copies of the "Record Drawings" to the OWNER.

### **SECTION 3      ADDITIONAL SERVICES**

- 3.1 At the written request of the OWNER, the CONSULTANT shall accomplish such additional services as required by the OWNER to complete the project. At the option of the OWNER, additional services may be provided by the OWNER through contracts with other professionals or may be provided by the CONSULTANT. When the CONSULTANT is requested to provide additional services, such services may be provided by CONSULTANT's own forces or through subcontracts with other professionals. However, contracts with other professionals for additional services must have the written approval of the OWNER before the work is initiated. Additional services which may be requested may include, but are not necessarily limited to the following:
  - 3.1.1 Land Surveys as are necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
  - 3.1.2 Soil and Materials Investigations to include test borings, laboratory testing of soils and materials, related analyses and recommendations.
  - 3.1.3 Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc., as required and approved by the OWNER.
  - 3.1.4 Prepare pre-applications for federal and/or state assistance grants for funding of the project. Assist the OWNER in preparation of application for federal assistance. Prepare OWNER's applications for partial and final payment for submission to government agencies.

- 3.1.5 Resident Project Representative of construction by full time resident project representative, as required and approved by the OWNER. When authorized by the OWNER the duties, responsibilities and limitations of authority shall be as described in SECTION 6.
- 3.1.6 Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services.
- 3.1.7 Assistance to the OWNER as expert witness in litigation arising from development or construction of the project or for additional work requested after final completion of the construction project.
- 3.1.8 The accomplishment of additional surveys and investigations, and the preparation of additional reports and drawings as may be requested or authorized in writing by the OWNER in connection with the project.
- 3.1.9 Extra work created by design changes, after approval of plans and specifications by the OWNER and FAA/DOT, as required, and beyond the control of the CONSULTANT, that may be requested or authorized in writing by the OWNER in connection with the project.
- 3.1.10 Extra work required to Contract Documents, Plans and Specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such a construction program.
- 3.1.11 Preparation of updates to the Airport Layout Plan as directed by the OWNER.
- 3.1.12 Prepare DBE Plans and/or Updates for existing DBE Plans.

#### **SECTION 4 RESPONSIBILITIES OF THE OWNER**

- 4.1 OWNER shall provide all criteria and full information as to the OWNER's requirements for the Project; designate a person to act with authority on OWNER's behalf in respect of all aspects of the Project; examine and respond promptly to CONSULTANT's submissions; and give prompt written notice to CONSULTANT whenever he observes or otherwise becomes aware of any defect in the work.
- 4.2 OWNER shall also do the following and pay all costs incident thereto:
  - 4.2.1 Furnish to CONSULTANT core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which CONSULTANT may rely upon in performing his services. Provided, however, that at OWNER's option and with OWNER's written approval before work is initiated, CONSULTANT will contract with other professionals as necessary to obtain such information.
  - 4.2.2 Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property as needed for project-related work.

- 4.2.3 Provide for legal representation for defense of OWNER's officers, directors, employees, and agents against any claim or suit brought by any third party; provided, however, that this provision shall not relieve CONSULTANT of its obligation to indemnify OWNER as required in Section 9 of this AGREEMENT.
- 4.2.4 Provide field control surveys and fix reference points and base lines. Provided, however, that at OWNER's option and with OWNER's written approval before work is initiated, CONSULTANT will contract with other professionals as necessary to obtain such information.
- 4.2.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.
- 4.3 OWNER shall pay all costs incident to obtaining bids or proposals from Contractor(s).
- 4.4 OWNER shall:
  - 4.4.1 Assist CONSULTANT by placing at its disposal all available information pertinent to the PROJECT(s) including previous reports and any other data relative to the PROJECT(s).
  - 4.4.2 Furnish to CONSULTANT, as required for the performance of CONSULTANT'S services, all reasonably available as-built data on the PROJECT(s) elements.
  - 4.4.3 When requested by the CONSULTANT, aid in procuring approvals and permits from all governmental authorities having jurisdiction over the PROJECT(s) and such approvals and consents from others as may be necessary for completion of the PROJECT(s). The CONSULTANT will prepare the necessary documents that will be required to be submitted with the permit applications. In addition, as directed by OWNER the CONSULTANT will attend meetings and work with the representatives of the appropriate authorities to secure approvals of the PROJECT(s). The OWNER will assist in this process.
  - 4.4.4 Designate in writing a person to act as OWNER 'S representative with respect to the services to be rendered under this AGREEMENT. Such persons shall have complete authority to transmit instructions, receive information, and interpret and define OWNER'S policies and decisions with respect to materials, equipment elements, and systems pertinent to CONSULTANT'S services.
  - 4.4.5 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect in the work.
  - 4.4.6 Reimburse the CONSULTANT for services in excess of the specified period of time at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known and as established by the change to Task Order.

- 4.4.7 The OWNER reserves the right to contract with other consultants during the term of this AGREEMENT, whether or not such consultants may perform work that the CONSULTANT could perform pursuant to this AGREEMENT.

## **SECTION 5 RESPONSIBILITIES OF THE CONSULTANT**

- 5.1 The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the CONSULTANT under this agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, specifications, reports and other services.
- 5.2 Approval by the OWNER of drawings, design, specifications, reports, and incidental Consulting work or materials furnished hereunder shall not in any way relieve the CONSULTANT of his responsibility for the technical adequacy of his work.
- 5.3 CONSULTANT shall maintain the following insurances, at its own expense, throughout the duration of this Agreement: statutory Workers' Compensation Insurance Comprehensive General Liability Insurance; Automobile Liability Insurance; and Engineer's Professional Liability Insurance. Airport shall be provided a certificate(s) of such insurance coverage. Such insurance certificate(s) shall indicate that the coverage may not be terminated without a minimum of thirty (30) days advance notice being provided to Airport. The coverage shall be applicable for any claims made either during the duration of this Agreement within the applicable statute of limitations period for such claims. The minimum limits of insurance coverage shall be as set forth below:
- A. Workers' Compensation: Statutory
  - B. Comprehensive General Liability Combined single limit for Bodily Injury or Property Damage: \$1 Million
  - C. Comprehensive Automobile Liability Combined single limit for Bodily Injury or Property Damage: \$1 Million
  - D. Professional Liability: \$1 Million
  - E. Excess Liability: Umbrella Form - Aggregate/Each Occurrence: \$4 Million (\$5 Million Total)

CONSULTANT shall provide OWNER with insurance certificates as proof of coverage; provided, however, that neither CONSULTANT's failure to provide nor OWNER's failure to request such certificates shall relieve CONSULTANT of the obligation to maintain such insurance coverage during the entire term of this AGREEMENT.

- 5.4 The CONSULTANT is not responsible under this AGREEMENT to audit Contractor's payrolls or records, or to check payrolls for compliance with wage rates or to act as foreman, superintendent, safety CONSULTANT, or for the safety of the Contractor's personnel, or to guarantee the Contractor's

workmanship, or to enforce governmental clauses made part of the construction contract as a consideration of the OWNER receiving governmental loans and grants.

- 5.5 The CONSULTANT shall assign sufficient qualified personnel for completion of each project Task Order within the project's approved schedule.
- 5.6 The CONSULTANT shall perform services for the OWNER with a standard of care ordinarily exercised by other firms providing similar services in accordance with accepted and sound professional practices, and conforms to applicable laws, codes and regulations. The CONSULTANT shall produce deliverables conforming to all FAA and State Aviation Regulations as required.
- 5.7 From time to time, CONSULTANT may have a need to subcontract portions of contracted work to qualified subcontractors and will include clear indication of such additional services to be subcontracted within the Task Order.

## **SECTION 6 – DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE**

- 6.1 General: Resident project representative as CONSULTANT's agent will act as directed by and under the supervision of CONSULTANT and will confer with CONSULTANT regarding his actions. Resident project representative's dealings in matters pertaining to the on-site work shall in general be only with the OWNER, CONSULTANT, and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor.
- 6.2 Duties and Responsibilities: Resident project representative will:
  - 6.2.1 Schedules: Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by contractor and consult with CONSULTANT concerning their acceptability.
  - 6.2.2 Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with CONSULTANT and OWNER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
  - 6.2.3 Liaison:
    - 6.2.3.1 Serve as CONSULTANT's liaison with contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the contract documents. Assist CONSULTANT in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.
    - 6.2.3.2 As requested by CONSULTANT, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the work.
  - 6.2.4 Shop Drawings and Samples:



- 6.2.4.1 Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by contractor, and notify CONSULTANT of their availability for examination.
- 6.2.4.2 Advise CONSULTANT 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 CONSULTANT.
- 6.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:
  - 6.2.5.1 Conduct on-site observations of the work in progress as well as periodic observations of the site during times when the Contractor is not actually working to assist the CONSULTANT in determining if the work is in accordance with the contract documents and that completed work will conform to the contract requirements.
  - 6.2.5.2 Report to CONSULTANT and OWNER whenever he 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 CONSULTANT and OWNER when he believes work should be corrected or rejected or should be uncovered for observation, or requires additional testing, inspection or approval.
  - 6.2.5.3 Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the contract documents and in presence of the required personnel, and that contractor maintains adequate records thereof; observe, record and report to CONSULTANT appropriate details relative to test procedures and startups.
  - 6.2.5.4 Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to CONSULTANT.
- 6.2.6 Interpretation of Contract Documents: Transmit to contractor CONSULTANT's clarifications and interpretations of the contract documents.
- 6.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report them with recommendations to CONSULTANT.
- 6.2.8 Records:
  - 6.2.8.1 Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions or original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, CONSULTANT's clarifications and interpretations of the contract documents, progress reports, test reports and other project related documents.

- 6.2.8.2 Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, quantities of material 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 observing test procedures. Send copies to CONSULTANT.
- 6.2.8.3 Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
- 6.2.9 Reports:
  - 6.2.9.1 Furnish CONSULTANT periodic reports as required of progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
  - 6.2.9.2 Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the work.
  - 6.2.9.3 Report immediately to CONSULTANT and OWNER upon the occurrence of any accident.
- 6.2.10 Payment Requisitions: Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to CONSULTANT, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.
- 6.2.11 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 CONSULTANT for his review and forwarding to OWNER prior to final acceptance of the work.
- 6.2.12 Completion:
  - 6.2.12.1 Before CONSULTANT issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
  - 6.2.12.2 Conduct final inspection in the company of CONSULTANT, OWNER and Contractor and prepare a final list of items to be completed or corrected.
  - 6.2.12.3 Verify that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- 6.3 Limitations of Authority: Except upon written instructions of CONSULTANT, resident project representative:

- 6.3.1 Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.
- 6.3.2 Shall not exceed limitations on CONSULTANT's authority as set forth in the contract documents.
- 6.3.3 Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite the work.
- 6.3.4 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.
- 6.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the work.
- 6.3.6 Shall not authorize OWNER to occupy the project in whole or in part.
- 6.3.7 Shall not participate in specialized field or laboratory tests.

## **SECTION 7      COMPENSATION**

- 7.1 Payments to CONSULTANT made under this AGREEMENT shall be made at the fee and method mutually agreed upon by the parties as set forth in the Task Order.
- 7.2 Written approval from the OWNER shall be required in order to authorize the CONSULTANT to proceed with services above the fees established in the approved Task Order.
- 7.3 CONSULTANT shall submit monthly progress invoices for monthly and each invoice will indicate project fees per element, percentage of completion, total amount due, and a brief description of the specific work performed during the invoice period. Additional documentation will be available at the request of the OWNER.
- 7.4 Progress payments for services shall be made monthly to the CONSULTANT by the OWNER upon receipt of invoices which shall be based upon percentages of completion on the date of invoicing.
- 7.5 All payments to CONSULTANT shall be made within 30 days from date of invoice, unless the OWNER has a good-faith dispute regarding the amount or other legitimacy of an invoice.

## **SECTION 8      TERMINATION**

- 8.1 This AGREEMENT may be terminated in whole or 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 not less than ten (10) calendar days written notice of intent to terminate, provided that the other party is given an opportunity for consultation with the terminating party prior to termination.

- 8.2 This AGREEMENT may be terminated in whole or part in writing by the OWNER for its convenience not less than ten (10) calendar days written notice of intent to terminate, provided that the CONSULTANT is given an opportunity for consultation with the OWNER prior to termination.

Upon receipt of a termination notice, the CONSULTANT shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this AGREEMENT, whether completed or in process.

- 8.3 If this AGREEMENT is terminated by either party, the CONSULTANT shall be paid for services rendered and expenses incurred prior to the termination in addition to termination settlement costs reasonably incurred by the CONSULTANT relating to commitments which had become firm prior to the termination. If termination of the AGREEMENT occurs at the conclusion of one phase and prior to authorization of the OWNER to begin the next phase, payment by the OWNER of the completed phase shall be considered full compensation due the CONSULTANT. If the AGREEMENT is terminated by the OWNER for default of the CONSULTANT, the amount due the CONSULTANT may be adjusted to the extent of any additional costs incurred by the OWNER as a result of the CONSULTANT's default.

## **SECTION 9 INDEMNIFICATION**

- 9.1 CONSULTANT shall indemnify and hold harmless OWNER and all of its officers, personnel, and agents from and against any and all claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, losses and expenses, including reasonable attorney's fees, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise arising out of or resulting from the performance of the services, unless that any such claim, damage, loss or expense is caused by the negligent or intentional act, omission, and/or strict liability of OWNER, anyone directly employed by OWNER, or anyone for whose acts any of them may be liable.

## **SECTION 10 DISPUTE RESOLUTION**

- 10.1 Except as may be otherwise provided in this AGREEMENT, all claims, counterclaims, disputes and other matters in question between the OWNER and the CONSULTANT arising out of or relating to this AGREEMENT or breach thereof will be decided by mediation if the parties hereto mutually agree, or in a court of competent jurisdiction within Richmond County, Georgia.

## **SECTION 11 EFFECTIVE DATE AND TERM**

- 11.1 The effective date of this AGREEMENT is the date of its execution as set forth above. This AGREEMENT shall continue for a term of five (5) years, unless sooner terminated by either party in accordance with Section 8.

## **SECTION 12 GENERAL PROVISIONS**

- 12.1 Consultant Status: The CONSULTANT is an independent contractor, and nothing contained in this AGREEMENT shall constitute or designate the CONSULTANT or any of its agents or employees as agents

or employees of the OWNER. The CONSULTANT shall in no way represent itself by act or omission, to be an agent of the OWNER.

- 12.2 Governing Law: This AGREEMENT will be governed by and construed in accordance with the laws of the State of Georgia.
- 12.3 Legal Construction. If any provision contained in this Contract is held to be invalid, illegal or unenforceable, that invalidity, illegality, or unenforceability will not affect any other provision of this Contract and this Contract will be construed as if the invalid, illegal or unenforceable provision had never been contained in this Contract.
- 12.4 Georgia Security and Immigration Act of 2006. As of July 1, 2009, all contracts with Augusta, Georgia must have a certification from the Consultant that they comply with the Georgia Security and Immigration Act of 2006. This requires all those individuals, firms, contractors, consultants, etc., contracting with Augusta to execute the Consultant Affidavit and Agreement. If subcontractors are engaged, they are required to execute the Subcontractor Affidavit.
- 12.5 Open Records. The Consultant acknowledges that all records relating to this Contract and the services to be provided under this Contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Consultant shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Consultant shall notify Airport immediately of any request made under the Open Records Act and shall furnish Airport with a copy of the request and the response to such request.
- 12.6 Employment Eligibility Verification and Systematic Alien Verification for Entitlements (SAVE). All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All Consultants and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IR.CA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All Consultants shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its Contract with Augusta, Georgia the consultant will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300- 10-01-.08 or a substantially similar form. All subcontractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.
- 12.7 Non-Collusion of Consultant. By submission of a proposal, the Consultant certifies, under penalty of perjury, that to the best of its knowledge and belief:

- A. The prices in its proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the consultant prior to opening, directly or indirectly, to any other vendor or to any competitor.
- C. No attempt has been made, or will be made, by the Consultant to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

12.8 Conflict of Interest. The Consultant certifies that it is not now engaged in any work, nor will it engage in subsequent assignments during the period that this Contract is in force, that will pose conflicts with the interests of the Airport relative to the work covered by this Contract. The Airport will be notified of any potential conflicts of interest by the Consultant prior to the Consultant's undertaking such assignments. The Consultant further agrees not to use any of the information it receives or any of its work product in any manner contrary to the Airport's interests both during the Contract's term and thereafter.

By submission of a proposal and entering into this Contract, the Consultant firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

- A. No circumstances exist which cause a Conflict of Interest in performing the services required by this Contract, and
- B. That no employee of the County or Aviation Commission, nor any member thereof, nor any public agency or official affected by this Contract, has any pecuniary interest in the business of the responding firm or its sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this Contract.

12.9 Modification and Legislative Authorization. "Consultant acknowledges that this Contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Aviation Commission and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to the City or Airport under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to the City or the Airport under a Contract that has not received proper legislative authorization or if the Consultant provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the Airport may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to the Airport or the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the Airport or the City, however characterized, including, without limitation, all remedies at law or equity." This

acknowledgement shall be a mandatory provision in all City contracts for goods and services, except revenue producing contracts.

12.10 Notices: All written notices to OWNER by CONSULTANT shall be addressed to:

Augusta, Georgia - Augusta Regional Airport  
1501 Aviation Way  
Augusta, Georgia 30906  
Attention: Herbert L. Judon, Jr., Executive Director

and

Augusta, Georgia - Law Department  
535 Telfair Street, Building 3000  
Augusta, Georgia 30901  
Attention: General Counsel

All written notices to CONSULTANT by OWNER shall be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 12.11 Electronic Formats and Signatures: The Parties agree and acknowledge that this AGREEMENT may be kept in electronic form and that an electronic version of this AGREEMENT will be just as valid and enforceable as the original. This AGREEMENT may be signed in one or more counterparts (including faxed or electronically scanned copies), each of which will be deemed one and the same with the original. Reproductions of this executed original (with reproduced signatures) will be deemed to be original counterparts of this AGREEMENT.
- 12.12 Reuse of Documents: All documents including drawings and specifications prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT; and OWNER shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT. Notwithstanding these provisions the OWNER shall be provided upon request a reproducible copy of any drawing produced under this AGREEMENT at the cost of reproduction.
- 12.13 Entire Agreement: This AGREEMENT and any attachments referenced herein are incorporated herein for all purposes and, together, constitute the entire AGREEMENT and supersede all prior agreements and understandings between the parties concerning the subject matter of this AGREEMENT.

12.14 Severability: The invalidity, illegality or unenforceability of any provision of this AGREEMENT shall not affect the validity, legality or enforceability of any other provision of this AGREEMENT.

**SECTION 13 MANDATORY FEDERAL CONTRACT PROVISIONS**

13.1 The following federal statutes and regulations mandating certain contract provisions are incorporated herein by reference. Certain provisions are set forth below in the text of this AGREEMENT to comply with the federal statutes and regulations referenced in the below table. In the event of the omission of any language required by the referenced federal statutes or regulations, or in the event of a conflict between the textual provisions set forth in this AGREEMENT and the requirements of the referenced federal statutes or regulations, this AGREEMENT shall be deemed to incorporate any required language in the federal statutes or regulations and any conflicts shall be resolved in favor of the language required by the federal statutes or regulations. The term “Sponsor” in this Section 13 shall be construed as the OWNER.

Provision	Law/Statute
Civil Rights Act of 1964, Title VI Contractor Contractual Requirements	49 CFR Part 21
General Civil Rights Provisions in the Airport and Airway Improvement Act of 1982, Section 520	49 USC 47123
Participation by Disadvantaged Business Enterprises	49 CFR Part 26
Restrictions on Lobbying	49 CFR Part 20 Appendix A; 2 CFR Part 200 Appendix II; 31 USC 1352
Access to Records and Reports	2 CFR 200.333, 200.336
Breach of Contract Terms	2 CFR 200 Appendix II
Rights to Inventions	2 CFR 200 Appendix II; 37 CFR 401
Trade Restriction Clause	49 CFR Part 30
Termination of Contract	2 CFR 200
Fair Labor Standards Act	29 USC 201 et seq.; 29 CFR Chapter V
Occupational Safety and Health Act	29 CFR Part 1910
Veteran’s Preference	49 USC 471112
Seismic Safety	49 CFR Part 41
Distracted Driving	Executive Order 13513; DOT Order 3902.10
Energy Conservation Requirements	42 USC 6201 et seq.
Equal Employment Opportunity	29 CFR 200 Appendix II; 41 CFR 60-1.4; 41 CFR 60-4.3
Clean Air/Water Pollution Control	2 CFR 200 Appendix II

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

13.3 Title VI Civil Rights Assurances. During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

13.3.1 Compliance with Regulations: The contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

13.3.2 Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

13.3.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of Race, color, or national origin.

13.3.4 Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

13.3.5 Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

13.3.5.1 Withholding payments to the contractor under the contract until the contractor complies; and/or

13.3.5.2 Cancelling, terminating, or suspending a contract, in whole or in part.

13.3.6 Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

13.4 Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

13.4.1 Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

13.4.2 49 CFR Part 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

13.4.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

13.4.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794 et seq.) (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

13.4.5 The Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.) (prohibits discrimination on the basis of age);

13.4.6 Airport and Airway Improvement Act of 1982, as amended (49 USC 471, Section 47123) (prohibits discrimination based on race, creed, color, national origin, or sex);

13.4.7 The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

13.4.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

- 13.4.9 The Federal Aviation Administration's Nondiscrimination statute (49 USC 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - 13.4.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - 13.4.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed.Reg. at 74087 to 74100); and
  - 13.4.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq.).
- 13.5 Disadvantaged Business Enterprise (DBE) Assurances.
- 13.5.1 Policy: It is the policy of the DOT 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.
  - 13.5.2 DBE Obligation: The CONSULTANT 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, all contractors 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. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
- 13.6 Restrictions on Lobbying. The CONSULTANT certifies by signing this AGREEMENT, to the best of his knowledge and belief, that:
- 13.6.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - 13.6.2 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 any employee of a Member of

Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 13.6.3 The CONSULTANT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 13.7 Access to Records and Reports. The CONSULTANT must maintain an acceptable cost accounting system. The CONSULTANT agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONSULTANT agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.
- 13.8 Rights to Inventions. Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR Part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative AGREEMENTS. This contract incorporates by reference the patent and inventions rights as specified in 37 CFR 401.14. The CONSULTANT must include this requirement in all sub-tier contracts involving experimental, developmental or research work.
- 13.9 Trade Restriction Certification. The Trade Restriction Certification set forth in 49 CFR Part 30 is incorporated herein by reference and shall have the same force and effect as if given in full text.
- 13.10 Fair Labor Standards Act. This contract and all subcontracts that result from this solicitation incorporate by reference the provisions of 29 USC 201 et seq. and 29 CFR Chapter V, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full- and part-time workers. The CONSULTANT has full responsibility to monitor compliance with the referenced statutes and regulations. The CONSULTANT must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- 13.11 Occupational Safety and Health Act. This contract and all subcontracts that result from this solicitation incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The CONSULTANT must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The CONSULTANT retains full responsibility to monitor its compliance and its subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
- 13.12 Veteran's Preference. In the employment of labor (excluding executive, administrative, and supervisory positions), the CONSULTANT and all sub-tier contractors must give preference to covered veterans as

defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

- 13.13 Seismic Safety. In the performance of design services, the CONSULTANT agrees to furnish a building design and associated construction specifications that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of design services, the CONSULTANT agrees to furnish the OWNER a “certification of compliance” that attests to conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.
- 13.14 Distracted Driving. In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving” (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant. In support of this initiative, the OWNER encourages the CONSULTANT to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The CONSULTANT must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and that involve driving a motor vehicle in performance of work activities associated with the project.
- 3.15. Energy Conservation Requirements. The CONSULTANT and any subcontractors agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 et seq.).
- 13.16 Equal Employment Opportunity. The mandatory contract language and mandatory specification language set forth in 41 CFR 60-1.4 and 41 CFR 60-4.3 is incorporated herein by reference and shall have the same force and effect as if given in full text.
- 13.17 Clean Air/Water Pollution Control. The CONSULTANT agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). The CONSULTANT agrees to report any violation to the OWNER immediately upon discovery. The OWNER assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.
- 13.18 This includes all other applicable current regulations not mentioned above, as well as covered under O.C.G.A regulations.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

**OWNER:**

**CONSULTANT:**

**AUGUSTA, GEORGIA**

**MEAD & HUNT, INC.**

By:

By:

\_\_\_\_\_  
Garnett L. Johnson, Mayor

Date:

Date:

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Lena J. Bonner, Clerk of Commission

**AUGUSTA GENERAL AVIATION COMMISSION**

By:

\_\_\_\_\_

Title:

Chairman

Date:

\_\_\_\_\_

Attest: \_\_\_\_\_

Approved as to Legal Form: \_\_\_\_\_