

**CONSULTING AGREEMENT FOR ENGINEERING SERVICES
RELATED TO THE REHABILITATION AND RECONSTRUCTION
OF THE GENERAL AVIATION APRON AT THE
GAINESVILLE REGIONAL AIRPORT**

THIS AGREEMENT, made and entered into this 8 day of JUNE, 2021, by and between the Gainesville-Alachua County Regional Airport Authority, (hereinafter referred to as Authority), with its principal office located at 3880 N.E. 39th Street, Suite A, Gainesville, Florida and Michael Baker International, a Pennsylvania corporation, licensed to do business in the State of Florida, with its principal offices at 12740 Gran Bay Parkway West, Suite 2110, Jacksonville, Florida (hereinafter referred to as "Engineer").

WHEREAS the Authority desires to engage a qualified and experienced Engineer to perform professional engineering services related to the rehabilitation and construction of the General Aviation Apron at Gainesville Regional Airport; and

WHEREAS the Engineer has been identified through a qualification-based selection process as set forth in U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14D, Request for Qualification No. 20-005; and

WHEREAS Engineer has heretofore represented to the Authority that it has the ability to perform such tasks for the Authority and is willing to do so;

NOW, THEREFORE, in consideration of the mutual promises of the parties as set forth herein, the parties agree as set forth below:

ARTICLE 1. SERVICES

1.1 The Engineer shall render diligently and competently all services performed pursuant to this Contract on a Task Order basis herein called a "Task Order" (the form of which is set forth in Exhibit A). On an as-needed basis, the Authority will issue a written authorization herein known as a "Task Order Authorization," sequentially numbered, describing the nature and extent of the services to be performed by the Engineer and authorized by the Task Order. These Task Orders shall be based upon proposals solicited by the Authority from the Engineer. After both parties have executed the Task Order, the Engineer shall commence the Task Order Work in accordance with the Task Order Authorization and shall keep a separate accounting of the costs incurred on each Task Order so that the charges are clearly identified.

In the event that budgetary limitations are imposed via the Task Order by the Authority, the Engineer will not perform services that incur costs in excess of the established budgetary limitations, and the Engineer shall not be obligated to continue to provide services in excess of the established budgetary limitations.

The Engineer will notify the Authority when a specific Task Order has incurred seventy-five percent (75%) of its stated Engineer budget amount. Such notices shall be provided within one (1) week of incurring the seventy-five percent (75%) milestone.

1.2 Nature of Services

The engineering services to be provided by Engineer to the Authority under this Agreement shall include any and all services specified by the Authority and related to the Rehabilitation and Reconstruction of the General Aviation Apron at the Gainesville Regional Airport, hereinafter referred to as "Project."

1.3 Initiation of Tasks

The Authority and Engineer intend for Engineer to be able to respond to engineering needs related to the project as they arise, while complying with limitations upon the Authority's ability to act imposed by local, state, or federal law. The Authority shall request Engineer to submit a Task Order for review. After Authority reviews and comments upon the Task Order, Authority and Engineer shall mutually agree upon the terms of such Task Order, including without limitation, the fee for the services addressed in the Task Order, subject to an independent fee estimate satisfactory to the FAA and the Authority when required. Once executed, the parties shall be bound by the terms of the Task Order. The Task Order shall include the rate or fee mutually agreed upon by the parties and an anticipated project completion date. The Task Order shall include signature lines indicating approval by those agencies funding the project. The Authority's representative will not execute a Task Order until necessary approvals from funding agencies have been obtained.

1.4 Notice to Proceed

Unless a specific start date is identified in the task order the Engineer will begin work upon receipt of the executed Task Order.

1.5 Additional Services

The Engineer shall perform such additional services as are authorized by the Authority in an executed supplement to the task order. These additional services shall be paid for by the Authority as indicated in Article 3 hereof.

ARTICLE 2. TERM

This Agreement shall become effective from the date of execution by all required signatories and remain effective until completion of the Scope of Work outlined in the task orders associated with the Project. Notwithstanding the expiration or termination of this Contract, the obligations of the Parties shall survive, including the obligations contained in Articles: Indemnification 5.11, and Liens 18.

ARTICLE 3. PAYMENT AND INVOICES

3.1 The Engineer shall submit to the Authority a monthly statement of all compensation due hereunder for chargeable expenditures during the previous month. All Invoices shall bear the appropriate Task Order number for the task being invoiced, the unit process being awarded, description of the services delineated by said Task Order and the amount due and payable. Each Invoice shall be accompanied by a Progress Report as specified in Exhibit B of this Contract. All Invoices shall contain the information specified in Exhibit C "required Invoice information" of this Contract.

FAILURE TO SUBMIT INVOICES WITH THE REQUIRED INFORMATION SHALL CAUSE THE INVOICE TO BE REJECTED AND MAY RESULT IN EXTENSIVE DELAYS IN PAYMENT.

IF THE TASK ORDER INCLUDES REIMBURSEMENT TO THE ENGINEER FOR EXPENSES INCURRED BY THE ENGINEER, SUCH REIMBURSEMENT SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 112.061, FLORIDA STATUTES.

INVOICES AND COPIES OF RECEIPTS PRESENTED FOR REIMBURSEMENT SHALL BE SUBMITTED TO THE AUTHORITY FOR PAYMENT AT lynn.noffsinger@flygainesville.com.

- 3.2 The Authority will make diligent effort to gain appropriation of the necessary funds to provide compensation to the Engineer for the services provided under this Agreement. The Authority may rely upon funding assistance from other governmental agencies to finance a specific project. In such instances, the Authority's obligation to compensate the Engineer is subject to the availability of appropriated funds for the specific project; provided however, that in such instances the Authority shall not issue a Task Order under this Agreement unless the Authority has a good faith belief that such funds will be available to finance the specific project.
- 3.3 No deduction shall be made from the Engineer's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors. For services, which include a construction phase, the parties agree that as per Section III, General Conditions, Item E, of the Terms and Conditions of Accepting Airport Improvement Program Grants, the Authority reserves the right to withhold ten percent (10%) of the total value of the engineering services contract until acceptable project documentation is provided.
- 3.4 If any work designed or specified by the Engineer during any phase of service is abandoned in whole or in part, or suspended for a period exceeding three months, the Engineer shall be paid by the Authority for the services performed prior to receipt of written notice from the Authority of such abandonment or suspension, together with reimbursements then due and any termination expense incurred prior to date of abandonment resulting from such abandonment or suspension as determined and agreed to by the Engineer and the Authority.

ARTICLE 4. GENERAL TERMS

- 4.1 Information available to the Authority and required by the Engineer shall be furnished at no cost to the Engineer in an expeditious manner for the orderly progress of the work. The Engineer shall be entitled to reasonably rely upon the accuracy of the information provided but shall exercise due diligence in field verification of critical information.

- 4.2 The Authority shall designate a representative with respect to the work to be performed under this Agreement, and such person or persons shall have complete authority to transmit instructions and receive information.
- 4.3 The Authority shall make available to the Engineer all pertinent design and test data, plans, specifications, etc., which have been prepared previously by the Authority or others.
- 4.4 All building plans, blueprints, schematic drawings and diagrams, including draft, preliminary, and final formats are subject to the exemption contained in s. 119.07(3)(ee), Florida Statutes.
- 4.5 The Authority shall provide access to, and make all provisions for, the Engineer to enter upon public and private lands as required for the Engineer to perform its work. The Engineer agrees to follow all security directives in place or as may be amended from time to time. Including the purchase, renewal and training required for issuance of security badges.
- 4.6 The Authority shall examine all studies, reports, sketches, estimates, drawings, specifications, proposals and other documents presented by the Engineer and provide any decision thereto within a reasonable time so as not to delay the work of the Engineer.
- 4.7 All services to be rendered hereunder shall be subject to the approval of the Authority. Engineer's relationship with the Authority is that of an independent contractor and not that of an employee or joint venturer. Engineer shall at all times be solely responsible for the payment of compensation to be paid to its employees for their service and for complying with all laws, rules, and regulations with respect to employee compensation and other benefits.
- 4.8 Engineer shall at all times be solely responsible for the payment of compensation to be paid to Engineer's sub-contractors.

ARTICLE 5. ASSURANCES

- 5.1 Compliance with Regulations. The Engineer shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), 49 CFR Part 21, Civil Rights Act of 1964, Title VI, 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 Agreement.
- 5.2 Non-Discrimination. The Engineer, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of sex, race, color, national origin, handicap or veteran status in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. This Agreement incorporates by reference the equal opportunity clause set forth in Section 202 of Executive Order 11246.

5.3 Public Records

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

SUZANNE SCHIEMANN
Suzanne.schiemann@flygainesville.com
GAINESVILLE REGIONAL AIRPORT
3880 NE 39TH AVENUE, SUITE A
GAINESVILLE, FLORIDA 32609
(352) 373-0249 Ext: 113

The Engineer shall comply with all applicable public records laws, specifically including Chapter 119, Florida Statutes, and shall:

- (a) Keep and maintain public records required by the Authority to perform the Work.
- (b) Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the term of the Agreement if the Engineer does not transfer the records to the Authority.
- (d) Upon completion of this Agreement, transfer, at no cost, to the Authority all public records in possession of the Engineer or keep and maintain public records in possession of the Engineer or keep and maintain public records required by the Authority to perform the Work. If the Engineer transfers all public records to the Authority upon completion of this Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of this Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

- 5.4 Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the non-discrimination provisions of this Agreement, the Authority shall impose such contract sanctions as it, the Federal Aviation Administration, or the Department of Transportation may determine to be appropriate, including but not limited to: withholding of payments to the Engineer under this Agreement until it complies; or cancellation, termination or suspension of this Agreement in whole or in part, in which case, Authority will

compensate Engineer for services performed prior to the date of such cancellation, termination or suspension.

- 5.5 Disadvantaged Business Enterprise (DBE) Assurances. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Parts 23 and 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 Parts 23 and 26 apply to this Agreement. The Engineer agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Parts 23 and 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, the Engineer shall take all necessary and reasonable steps in accordance with 49 CFR Parts 23 and 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Engineer shall not discriminate on the basis of race, color, national origin, sex, handicap or veteran status in the award and performance of DOT-assisted contracts.
- 5.6 Solicitations for Sub-Contracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by the Engineer for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of its obligations under this Agreement and the regulations relative to non-discrimination on the grounds of sex, race, color, national origin, handicap or veteran status.
- 5.7 Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the Authority, the Federal Aviation Administration, or the Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Authority, the Federal Aviation Administration, or the Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information. Engineer must maintain and provide access to all of the required records for a period of three (3) years after final payment is made by the Authority.
- 5.8 Incorporation of Provisions. The Engineer shall include the provisions of paragraphs 5.1 through 5.7 in every subcontract, including procurement of materials and equipment, unless exempted by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Authority, the Federal Aviation Administration, or the Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Engineer is involved in or is threatened with litigation with a sub-contractor or supplier as a result of such direction, the Engineer shall notify the Authority of such litigation or threat of litigation, and the Authority shall have the option to enter into such litigation to protect its interest. In addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

5.9 Ownership and Reuse of Documents. Drawings and specifications are instruments of service; and as such, the original documents, tracings, and field notes are and remain the property of the Engineer whether the work for which they were prepared is executed or not. Copies of the aforementioned documents shall be provided to the Authority, upon project completion or in accordance with Article 6.

Drawings and Specifications prepared by Engineer pursuant to this Agreement are instruments of service in respect to the projects addressed in the various Task Orders under this Agreement. They are not intended or represented to be suitable for reuse by Authority or others on extensions of the projects addressed in the various Task Orders under this Agreement or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Engineer. Any adaptation by the Engineer, which is requested and approved by the Authority, will entitle Engineer to further compensation at rates to be agreed upon by Authority and Engineer. Engineer may use reproductions of the documents without restriction or limitation on their use.

For documentation purposes, an original diskette will be retained by the Engineer. No later than sixty (60) days following acceptance of the project by the Authority or issuance of a certificate of occupancy, or issuance of final completion documentation by Engineer, Engineer shall provide Authority with all manuals and warranties and a full set of as built drawings and specifications.

As built drawings shall be provided in hard copy, on diskette in pdf format, and on CADD diskette in a recent version of Autocad format. Due to the potential that the information set forth on the diskettes can be modified by the Authority, unintentionally or otherwise, the Engineer reserves the right to remove all indication of its Authorship and/or involvement from electronic CADD files.

Any such use or reuse by the Authority and others, without written verification or CADD adaptation by the Engineer for the specific purpose intended will be at the Authority's sole risk and without liability or legal exposure to the Engineer. Any adaptation requested and approved by the Authority will entitle the Engineer to further compensation at rates to be mutually agreed upon by Authority and the Engineer.

5.10 Nondisclosure. Engineer shall not divulge information to anyone concerning any project undertaken pursuant to a Task Order under this Agreement, unless prior written approval is received from the Authority, and Engineer shall obtain similar agreements from persons and firms employed by Engineer. The Authority reserves the right to release all information and to determine the time, form, and content of such release.

- 5.11 Public Entity Crime Statement. In accordance with the requirements of s. 287.133, Florida Statutes, the following statement is hereby made:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with public entity for the construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for a CATEGORY TWO for a period of thirty- six (36) months from the date of being placed on the convicted vendor list.

- 5.12 The Engineer shall provide evidence of verification that all sub-contractors to the Engineer have been through the E-Verify process and have not been disbarred from participation in Federal and State funded programs.
- 5.13 The Engineer shall at its own expense, defend, indemnify and hold harmless the Authority and its officers, agents, board members and employees, from and against any and all liabilities, claims, losses, damages, demands, suits, actions, causes of actions, costs and expenses (including without limitation, attorney's fees and expenses), of any nature whatsoever arising out of, relating to, or due to the breach of this Contract by the Engineer, its subcontractors, agents or employees or due to any willful misconduct or negligent acts or omissions of the Engineer, its subcontractors, agents or employees in performing this Contract or while on the Premises of the Authority for any reason during the term of this Contract.

ARTICLE 6. TERMINATION

- 6.1 This Agreement may be terminated by either party upon seven (7) days written notice to the other party with or without cause. The Authority may, by written notice terminate this agreement in whole or in part at any time, either for the Authority's convenience or because of Engineer's failure to fulfill the Agreement obligations. Upon receipt of such notice, services shall be: (1) immediately discontinued (unless the notice directs otherwise), and (2) all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated in performing this Agreement whether completed or in process, shall be delivered to the Authority. If such information has not been finalized by the Engineer, Engineer shall not be responsible for its accuracy.
- 6.2 If the termination is for the convenience of the Authority, an equitable adjustment in the price of each project which is the subject of a Task Order under this Agreement shall be made pursuant to time worked, to be paid pursuant to the fee schedule set forth in the Task Order of each such project, but no amount shall be allowed for anticipated profit or unperformed services.

- 6.3 If the termination is due to failure to fulfill the Agreement obligations, the Authority may take over the work of each project which is the subject of a Task Order under this Agreement and prosecute the same to completion by agreement or otherwise. In such case, the Engineer shall be liable to the Authority for any additional cost occasioned to the Authority thereby.
- 6.4 Authority shall issue to Engineer a Notice of Termination, containing the reasons for termination and an effective date. Both parties shall cooperate in good faith to cure the causes for termination within a period to be specified in the Notice of Termination. Termination shall not be effective if reasonable action to cure the breach has been taken before the effective date of termination. Reasonable action shall be determined at the sole discretion of the Authority.
- 6.5 If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been affected for the convenience of the Authority. In such event, adjustment in the price of each project, which is the subject of a Task Order under this Agreement, shall be made as provided in Paragraph 6.2 of this clause.
- 6.6 The rights and remedies of the Authority provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE 7. INSURANCE

- 7.1 The Engineer shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect Engineer from the claims set forth in Exhibit D which may arise out of or result from the Engineer's operations under this Agreement, whether such operations be by the Engineer or by anyone directly or indirectly employed by Engineer, or by anyone for whose acts Engineer may be liable.
- 7.2 Certificates of Insurance, showing such coverage then in force but not less than the amount shown in Exhibit 4 shall be filed with the Authority prior to commencement of any work. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least thirty (30) days prior written notice has been given to the Authority. The Gainesville-Alachua County Regional Airport Authority and the City of Gainesville shall be named as additional insured on General Liability and Auto policies.
- 7.3 It is expressly understood by Engineer that the receipt of any required insurance certificate(s) by Authority hereunder does not constitute agreement that the insurance requirements of this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. Further, the failure of Authority to obtain certificates or other evidence of insurance from Engineer shall not be deemed a waiver by Authority.

Nonconforming insurance shall not relieve Engineer of its obligation to provide the insurance specified herein. Non-fulfillment of the insurance conditions by Engineer hereunder may constitute a material breach of the Agreement and the Authority retains the right to suspend the Agreement until proper evidence of insurance is provided or, in the continued absence of such evidence of insurance, to terminate this Agreement, at the Authority's sole discretion.

ARTICLE 8. SUCCESSORS AND ASSIGNS

The Authority, insofar as authorized by law, binds itself and its assigns, and the Engineer binds its successors and assigns, to the other party of this Agreement and to the successors and assigns of such other party as the case may be. Except as above set forth, neither the Authority nor the Engineer shall assign, sublet, or transfer its or their own interest in this Agreement without the prior consent of the other.

ARTICLE 9. RIGHT OF APPROVAL

The obligations and duties to be performed by the Engineer under this Contract shall be performed by persons qualified to perform such duties efficiently. The Engineer, if the Authority shall so direct, shall replace any person employed by the Engineer in connection with the Work. The Authority reserves the right to approve the assignment of Engineering personnel insofar as changes and substitutions made to personnel listed in response to Request for Qualifications 12-006. Said approval not to be unreasonably withheld.

ARTICLE 10. NOTICE

Any notice, demand, request or other instrument which may be or required to be given under this Agreement, shall be delivered in person, sent by United States first class certified or registered mail, return receipt requested, postage prepaid, or sent by a reputable overnight courier service and shall be addressed to either party at the address as hereinabove given. Either party may designate such other address as shall be given by written notice.

ARTICLE 11. NO THRID PARTY BENEFICIARIES

This Agreement is intended solely for the benefit of the Authority and the Engineer and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party not a signatory hereto.

ARTICLE 12. FORCE MAJEURE

Neither party to this Contract will be liable for failure to perform under the Contract when the failure is due to fire, flood, strikes or other industrial disturbances, inevitable accidents, acts of terrorism, riot or insurrection, to the extent the party affected is necessarily prevented or delayed thereby and only during the continuance of any such happening or event. Notice of a force majeure event as set forth above must be given in writing to the other party within five (5) days of the onset of the force majeure event. Failure to notify the Authority of the existence of a force majeure event shall constitute a waiver of the Engineer's right to claim such an event as an excuse for the failure of performance of any portion of this Contract.

ARTICLE 13. CONTROLLING LAW AND VENUE

This Agreement and all suits, claims, actions, causes of actions or other legal proceedings arising out of or related to this Agreement shall be construed in accordance with the laws of the State of Florida, and venue for any and all suits, claims, actions, arbitrations, causes or actions or other legal proceedings arising out of or relating to this Agreement, whether sounding in contract or in tort, shall lie in Alachua County, Florida. This Agreement shall be deemed fully executed and performed in the State of Florida and performance of obligations arising out of or relating to this Agreement constitute doing business in the State of Florida for jurisdictional purposes. The Parties expressly waive trial by jury in any legal proceeding between the Parties.

ARTICLE 14. WARRANTY

Engineer warrants that the services to be performed hereunder shall be performed in accordance with the standards customarily utilized by an experienced and competent professional engineering organization rendering the same or similar services under the same or similar circumstances. Engineer shall re-perform any of said services which were not performed in accordance with this standard provided Engineer is notified in writing of the nonconformity within two (2) years after the performance of the deficient services. Engineer will perform the remedial work at no cost to the Authority.

If during the duration of a Task Order or during the applicable two (2) years warranty period applicable to the Task Order, a defect of deficiency in the Work solely attributable to Engineer causes direct costs or direct damages to the Authority, then in addition to re-performance of the defective or deficient Work, at no cost to the Authority, Engineer shall also be responsible for such costs or damages, as were reasonably incurred by the Authority as a direct result of such defect or deficiency of the Work.

ARTICLE 15. UNLAWFUL PROVISIONS

Should any terms herein be declared unlawful by any arbitrator or Court of competent jurisdiction, the balance of this Contract shall remain in full force and effect.

ARTICLE 16. AMENDMENT, MODIFICATION, WAIVER, CONSENT

No amendment, modification, waiver, or any consent to any departure from the express terms of this Contract shall be effective unless same is in writing and signed by an authorized representative of each Party, and then such amendment, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. Failure by GACRAA in any instance to insist on Contractor's compliance with the Contract shall not be deemed a waiver of any requirement of the Contract. This Contract constitutes the entire understandings of the parties and no other agreements are binding unless in writing signed by or on behalf of the Parties.

ARTICLE 17. ATTORNEY'S FEES

In any litigation or arbitration, including appellate proceedings, arising out of or relating to this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

ARTICLE 18. LIENS

Engineer agrees to promptly pay all persons and firms furnishing Engineer with labor, materials and/or equipment in the performance of the services by Engineer. In the event a lien is placed or threatened against the property of the Authority as a result of the performance of services by Engineer, Engineer agrees to promptly remove or satisfy the same and to indemnify and hold harmless the Authority from all claims, actions, damages and expenses in connection therewith.

ARTICLE 19. APPLICABLE LAWS AND REGULATIONS

The Engineer shall comply with all applicable laws and regulations and shall fully indemnify and hold harmless and protect the Authority, the Authority's successors, assigns, agents, board members and employees of all of them against any loss, claim, liability, damage and expense arising from the Engineer's actual or alleged non-compliance with such regulations.

ARTICLE 20. ENTIRE AGREEMENT

This Agreement constitutes the entire understandings of the Parties and no other agreements are binding unless in writing signed by or on behalf of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ENGINEER:
BY: 
Signature

Name Printed: Brian Russell

Title: Vice President

Date: 05/28/2021

Phone: 904-380-2507

Email: brussell@mbakerintl.com

AUTHORITY:
BY: 
Signature

Name Printed: Allan Penksa

Title: Chief Executive Officer

Date: 6/8/21

Phone: (352) 373-0249

Email: allan.penksa@flygainesville.com

EXHIBIT A
SAMPLE TASK ORDER

All Task Orders shall include the following information.

A. SCOPE OF SERVICES

I Project Description

II Services by Engineer

1. Basic Services (*Itemized Tasks*)
2. Additional Services (*Itemized Tasks*)
3. Certifications (*Shall include DBE and Davis Bacon Certifications and Survey and E-Verify as required by funds applied to the project*)

III GACRAA Responsibilities

IV Designation of Staff

_____ hereby designates the following staff to this project. Any changes to staff that may be required due to staff loss or unforeseen circumstances shall occur only after consultation with and approval from GACRAA staff.

Project Principal - _____

Project Manager - _____

Other (As applicable)

B. TIME OF PERFORMANCE

Project Schedule

C. PAYMENT

Lump Sum

NTE

D. EFFECTIVE DATE

E. SPECIAL TERMS & CONDITIONS:

F. SIGNATURE LINES

Signature lines shall contain lines for the following entities: Engineer, GACRAA CEO, and all funding agencies participating in the project as applicable.

Space shall be given for printed names and signatures, title and date.

EXHIBIT B
SAMPLE PROGRESS REPORT

**PROGRESS REPORTS MUST BE SUBMITTED WITH EACH INVOICE AND ARE
REQUIRED FOR PAYMENT.**

These reports are submitted to the FAA and FDOT as part of required quarterly reports, reimbursement requests, and closeout documentation. Invoices received without progress reports are considered incomplete and will be rejected. The following information is required on all progress reports as applicable.

GNV INV#: _____

PROJECT: _____
Project title from AIP/FDOT grant and/or Bid Document.

TASK ORDER # AND TITLE: _____
Include notation of service Design/Bid Phase, Construction Phase etc.

PROGRESS REPORT NUMBER: 8 (FINAL)
Report number should match invoice #, example TO#17-8 would be the GNV invoice number assigned to this invoice regardless of the number generated internally by the engineering firm. Engineering firm job and invoice numbers are for the firm's internal use only. If the invoice is the final invoice on the specified task order it should be so indicated.

REPORTING PERIOD: October 29, 2013 to November 25, 2013
Reporting period must match Work Through period on invoice, starting with the day after the closing date of the previous invoice.

REPORT PREPARED BY: John D. Engineer, Project Manager, AES Corporation.
Name, relationship to project and firm.

Signature: _____

PART A. GENERAL DESCRIPTION OF WORK PERFORMED DURING THE REPORTING PERIOD

1. **Construction Administration Services. This task is 95% complete.**
Tasks this period included: processing final change order and assistance to the contractor with project coordination activities.
2. **Resident Project Manager (RPR-Inspector) This task is 81.4% complete.** Tasks this period included: Daily RPR inspections and coordination activities.
3. **Quality Assurance Testing:** This task is 71.4 % complete
Tasks this period included: QA Materials sampling and testing of stabilized sub-base and lime rock in Phases 3 and 3A.

All services itemized in the Task Order should be covered. Percentage of work completed shall be determined by the total dollar amount allocated in the task order for each service. Totals for itemized services must match entries in Part G "Total Task Order Percent Complete".

- PART B. UNUSUAL CIRCUMSTANCES ENCOUNTERED:**
- PART C. INPUT/COMMENT/APPROVAL ACTIONS REQUIRED:**
- PART D. DELAYS IN PROSECUTING WORK:**
- PART E. POTENTIAL EXTRA WORK ITEMS:**
- PART F. COMMENTS AND RECOMMENDATIONS:**

If the percentage of task order funds expended is substantially different from the percentage of work completed, information entered in Parts B through F should explain this difference. For example, if the Project Manager feels the funds allocated for RPR are not going to be sufficient due to unusual circumstances or delays in prosecuting the work this should be notated and advance notice given to GNV staff.

PART G. TOTAL TASK ORDER PERCENT COMPLETE:

Construction Administration Services (Lump Sum Labor \$56,320) = \$53,504 or 95%

RPR (NTE \$50,000) = \$40,700 or 81.4%

Quality Assurance Testing (*Name of Sub*, reimbursable, NTE \$15,000) = \$10,710 or 71.4%

Reimbursable Expenses (NTE \$4,000) = \$3,904 or 97.6%

Overall task order completion percentage = 87%

PART H. DBE PERCENTAGE: Task Order #17, Construction Phase Services, DBE accomplished: 13.7% total.

ABC Testing (Total \$ amount) = \$ amount paid or ___%

Break out by name of sub(s) and DBE % for each.

EXHIBIT C
INVOICE REQUIREMENTS

The following information must be included on all invoices presented for payment.
With the exception of the chart below, the format is not critical.

| TASK | FEE | PERCENT COMPLETE | EARNED | PREVIOUSLY INVOICED | CURRENT INVOICE |
|---------------------------|------------|------------------|-----------|---------------------|-----------------|
| ALP Update Task 2 (Title) | 100,000.00 | 50% | 50,000.00 | 37,500.00 | 12,500.00 |
| | 43,500.00 | 25% | 10,875.00 | 8,632.00 | 2,243.00 |
| Total Fee | 143,500.00 | | 60,875.00 | 46,132.00 | 14,743.00 |

Total This Invoice 14,743.00

Contract Amount \$140,000.00
 \$ 3,500.00 Supplemental Agreement No. 1 Dated: 07/24/13

TASK - Tasks as itemized in task order and as specified on GNV generated purchase order

FEE - Total approved fee for the task.

PERCENT COMPLETE - Percent complete for current billing.

EARNED - Total earned including current billing.

PREVIOUSLY BILLED - Total amount of prior invoices.

CURRENT BILLING - Earned less previously billed.

REQUIRED ITEMIZATION

The following information must be provided and itemized on the invoice.

FIRM

| Position/Name | Hours | Rate | Amount |
|---------------|-------|------|----------|
| | 19.5 | 160 | 3,120.00 |

CONSULTANTS

| Firm | Date | Amount |
|--------------|-----------|--------|
| ACME Testing | 7/24/2013 | 507.50 |

EXPENSES

| Type | Date | Amount |
|-------|-----------|--------|
| FedEx | 7/24/2013 | 9.79 |

- Hourly rate and hours worked during the invoiced period for each classification of employee charging time under each Task Order issued pursuant to this Agreement. If additional services are provided under an amendment to a Task Order, fees for these services must be itemized separately.
- Invoice Date
- Work Through Date
- GNV PO Number
- Task Order No.
- Project Title
- Firms Invoice Number
- GNV Invoice Number: This number will be as follows: Task order # 10-04. Indicating this is the 4th invoice on Task Order #10. Final invoices will be so indicated. 10-04F
- Project Manager
- Remittance Address

EXHIBIT D
INSURANCE REQUIREMENTS

- | | |
|---|---|
| A. Workmen's Compensation and Disability | Statutory Requirements |
| B. Employer's Liability | \$100,000/ each accident \$100,000/ disease each employee \$500,000/ disease policy limit |
| C. Comprehensive General Liability Bodily Injury and Property Damage | \$1,000,000/ per occurrence \$5,000,000/ general aggregate |
| D. Comprehensive Auto Liability Bodily Injury and Property Damage | \$1,000,000/ per occurrence |
| E. Professional Liability Errors and Omissions | \$3,000,000/ per occurrence* |
| F. Comprehensive Umbrella Liability | \$5,000,000/ per occurrence* \$5,000,000/ aggregate |
- The Authority reserves the right to require an increase in Professional Liability and Comprehensive Umbrella Liability if the dollar value of project warrants such an increase, said determination to be made at the sole discretion of the Authority.