

# Lancaster County Capital Project Sales Tax III Application

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To be considered by the Capital Project Sales Tax Commission, applications must be received by 8:30am on March 23, 2020

Complete all required fields and attach all documentation as outlined in this application. You will not be able to submit your proposal until you have done so. If you answer yes to either drop-downs on page 3, be sure to answer the additional questions below them. Please review the guidelines posted on the website to assist you in filling in the application.

## Questions:

If you have questions please visit our website where you can find application guidelines as well as other helpful information.

[www.mylanastersc.org/CPST](http://www.mylanastersc.org/CPST)

OR

Contact Sherrie Simpson

[ssimpson@lanastersc.net](mailto:ssimpson@lanastersc.net)

803-416-9307

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**Amount Requested:** \$2,400,000

**Total Cost of Project:** \$3,500,000

**Location of Project:** Lancaster County Airport - McWhirter Field

**Expected timeframe to complete the project:** 2023 (Terminal) / 2026 (Hangar)

## SECTION I: REQUESTING ORGANIZATION INFORMATION

Name of Organization	Lancaster County Airport - McWhirter Field
Contact Person and Title	Paul T. Moses, Airport Manager
Mailing Address	286 Aviation Boulevard, Lancaster, SC 29720
Phone Number	803-285-1513
Email Address	<a href="mailto:pmoses@lanastersc.net">pmoses@lanastersc.net</a>
Website	<a href="http://www.mylanastersc.org">www.mylanastersc.org</a>

**ORGANIZATION TYPE** (check one)

501(c)

Governmental

Other

**SECTION II: PROJECT DESCRIPTION** *(Please refer to the guidelines on our website to ensure your responses qualify).*

**1. Describe your proposal.**

To realize the highest rate of return from an existing Lancaster County asset through an investment in the Airport terminal area. This proposal is to request supplemental funding for the implementation of the final portion of a two-pronged strategy, to position the airport to capture pent up corporate aviation demand in the region.

The first portion of the strategy was a focus on the airfield that began approximately 10 years ago and included the rehabilitation of airfield pavement and the installation of security/wildlife fencing. The total investment for this portion approximated \$9.5 million with \$8.5 million in FAA Airport Improvement Program funding and \$.5 million in SC Aeronautics Commission funding. In summary, Lancaster County's 5-cent investment on a dollar yielded a 95-cent investment by others.

The second portion of the strategy is a focus on the terminal area, specifically the terminal building and a large hangar. These types of improvements are not eligible for the level of FAA and SCAC funding as was the airfield improvements. A description of these improvements is provided in # 2 below.

**2. Describe the capital need being addressed by your proposal.**

The existing terminal building is approximately 3,000 square feet and was constructed over 30 years ago. Therefore, the building has well exceeded its usefulness in terms of current and future spatial demands, state-of-the-art technology, and the pro-business image of Lancaster County. The new modernized terminal building will be 4,000+ square feet and will possess attractive features that will assist in maintaining existing and attracting new industry to Lancaster County.

Also, the large hangar will initially accommodate transient corporate aircraft overnight and during long-term stays to add enhanced security and protection during inclement weather. Ultimately, the facility will become home for jet aircraft desiring to be based in Lancaster County or for a professional aircraft maintenance operation, numerous inquires for both have been and continue to be made to the Airport Manager.

**3. Please describe the benefit of your project to the larger community.**

Job creation associated with industrial expansions and new industry locating in Lancaster County. In addition, new corporate aircraft based in Lancaster County will significantly increase hangar lease revenue, profit on aviation fuel sales, and annual aircraft property taxes.

Also, the SC Aeronautics Commission completed an economic impact study in 2018, for each airport in South Carolina. It determined the impact of Lancaster County Airport to the local community at large to be 34 jobs, an annual payroll of \$1.2 million, \$3.3 million in annual spending, and annual economic activity totaling \$4.5 million (please refer to the attached report for more details. It is anticipated that by Lancaster County supplementing the funding needed to implement the facilities described in this proposal, these impacts will significantly increase.

**SECTION III: ADDITIONAL FUNDING CONSIDERATIONS** *(Please refer to the guidelines on our website to ensure your responses qualify).*

- 1. Will there be any additional, ongoing costs associated with your project? (i.e. personnel to run a new facility, maintenance, etc.)**

Yes

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- a. If yes, please estimate and describe the nature of those costs in an itemized manner (i.e. personnel to run a new facility, maintenance, etc.).**

Personnel will include Airport Manager, Assistant Airport Manager, janitorial, and ground crew.

- b. If yes, please indicate if there is an already identified and committed source of funding for those costs and provide information concerning the identified and committed funding source.**

Positions identified above are currently filled except for the Assistant Airport Manager. There is a request for this position in the Lancaster County 2019/2020 budget.

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- 2. Will there be any other government funding assistance associated with this project (i.e. Federal, State, Municipal, etc.)?**

Yes

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- a. If yes, please indicate the amount of planned funding and the sources in an itemized manner.**

\$500,000 SC Aeronautics Commission State Aviation Fund (Terminal)  
\$600,000 FAA Airport Improvement Program Entitlement Fund (Hangar)

**The following attachments MUST be submitted with your application. If not, your application will not be considered.**

- a. An itemized budget for your proposal.
- b. Copy of an annual audit for your organization performed by a certified public accountant (CPA)
- c. Proof of an engineer, architect, or other third party project consultant's involvement in project scope and cost estimation.

All applicants will be invited to present their proposals to the Commission. You will be contacted by staff following your submission to schedule a time during an upcoming meeting. Please also attach any additional handouts you would like them to have during this review session. **ANY HANDOUTS MUST BE ATTACHED WITH YOUR APPLICATION.**

**I hereby certify that I am an authorized signatory for the applicant organization and that this organization does not discriminate on the basis of race, color, age, sex, religion, sexual orientation, physical disability, veteran status, or national origin, and that all funds that may be received by applicant organization from the County of Lancaster will be solely used for the purposes set forth in this application and will comply with all laws and statutes.**

Signed via SeamlessDocs.com  
*Paul T. Moses*

Key: 5ee5b9989fc4efb42e880237d4fbcf

02/24/2020

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Signature

Date

# Lancaster County Airport - McWhirter Field

## Itemized Budget

Terminal Building		Large Hangar	
Design & Bidding	\$150,000	Design & Bidding	\$100,000
Site Preparation	\$250,000	Site Preparation	\$300,000
Construction	\$1,100,000	Construction	\$800,000
Construction Services	\$300,000	Construction Services	\$100,000
Furniture/Fixtures/Equipment	\$200,000	Furniture/Fixtures/Equipment	\$200,000
<b>Total</b>	<b>\$2,000,000</b>	<b>Total</b>	<b>\$1,500,000</b>

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
LANCASTER COUNTY, SOUTH CAROLINA  
AND  
HOLT CONSULTING COMPANY, LLC**

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**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
LANCASTER COUNTY, SOUTH CAROLINA  
AND  
HOLT CONSULTING COMPANY, LLC**

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THIS AGREEMENT is made and entered into this 26<sup>th</sup> day of September, 2019 by and between **LANCASTER COUNTY, SOUTH CAROLINA**, located at 286 Aviation Boulevard, Lancaster, South Carolina 29720, hereinafter referred to as the **OWNER**, and **HOLT CONSULTING COMPANY, LLC**, located at ~~1332 Main Street, Suite 55, Columbia, South Carolina 29201~~, herein after referred to as the **CONSULTANT**. 2801 Devine Street, Suite 201, Columbia, South Carolina 29205

**WITNESSETH**

WHEREAS, the **OWNER** intends to initiate various planning, design, engineering, architectural and environmental projects and construct certain airfield, landside, and terminal improvements over the next five (5) years, at the Lancaster County Airport – McWhirter Field, referred to as the PROJECT, each of which will be described in future Work Authorizations; and,

WHEREAS, the **OWNER** desires to retain the services of the **CONSULTANT** for a period of five (5) years from the effective date of the AGREEMENT; and,

WHEREAS, the **OWNER** may require other general consulting services in the conduct of its business over the period of this AGREEMENT, which will be described in future Work Authorizations; and,

WHEREAS, the **CONSULTANT** has represented to the **OWNER** that it is qualified to perform the various described tasks and work of the projects, and, based upon **CONSULTANT**'s representations, the **OWNER** desires to retain the services of the **CONSULTANT** to perform the work described herein.

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

The **CONSULTANT** shall, upon receipt of each duly executed Work Authorization, perform the work described in the Work Authorization in accordance with the attached Exhibits "A", "B", "C", "D", and "E" as may be required in said Work Authorizations.

The **OWNER**, in consideration of the performance of the **CONSULTANT**'s undertakings under this AGREEMENT, pursuant to Work Authorizations fully executed by the **OWNER** and **CONSULTANT**, shall pay the **CONSULTANT** the consideration determined in each Work Authorization; which consideration shall constitute complete payment for all services furnished in connection with the work required to be performed under the Work Authorization.

The following Exhibits are attached to and made part of this AGREEMENT:

- A. "General Provisions for Program Management and General Consulting Services"
- B. "General Provisions for Planning and Environmental Services"
- C. "General Provisions for Engineering Services"
- D. "General Provisions for Architectural Design Services"
- E. "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative"
- F. "Payments and Miscellaneous Provisions"
- G. "Mandatory Federal Provisions"
- H. "Sample Work Authorization Form"

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

This AGREEMENT, together with the Exhibits identified above and subsequent Work Authorizations constitutes the entire agreement between the **OWNER** and the **CONSULTANT** and supersedes all prior written or oral understandings. This AGREEMENT and said Exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This AGREEMENT and said Exhibits hereafter shall be referred to as the MASTER AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the date first above written.

WITNESS: Cathy McDaniel

**LANCASTER COUNTY, SOUTH CAROLINA**

BY: Steve Willis

TITLE: County Administrator

WITNESS: Jill Silbert

**HOLT CONSULTING COMPANY, LLC**

BY: Russell A. Holt

TITLE: Principal

## **EXHIBIT A**

### **GENERAL PROVISIONS FOR PROGRAM MANAGEMENT AND GENERAL CONSULTING SERVICES**

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

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

#### **SECTION I - PROGRAM MANAGEMENT AND GENERAL CONSULTING SERVICES**

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

- C. Specific program management services will be reviewed in advance with the **OWNER** and set forth in each Work Authorization. FAA approval of scope will be obtained for FAA funded items and tasks.
- D. The amount of compensation and method of payment will be established when each Work Authorization is developed and presented for approval prior to services being performed.

**SECTION II -MISCELLANEOUS PROVISIONS**

1. **Exhibit "F", Payments and Miscellaneous Provisions**, specifies requirements for payments to **CONSULTANT, OWNER's** responsibilities, and other miscellaneous provisions, and **Exhibit "G"** specifies Federal mandatory provisions.

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## **EXHIBIT B**

### **GENERAL PROVISIONS FOR PLANNING AND ENVIRONMENTAL SERVICES**

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

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

#### **SECTION I - SERVICES**

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

3. The accomplishment of special surveys and investigations, such as aerial photography and mapping, traffic volume data collection, and the preparation of special reports and drawings as may be requested or authorized in writing by the **OWNER** in connection with the **PROJECT**;
4. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps; and,
5. Special environmental studies including biotic studies, historical and archeological studies, noise studies and other related work.

## **SECTION II- MISCELLANEOUS PROVISIONS**

1. **Exhibit "F", Payments and Miscellaneous Provisions**, specifies requirements for payments to **CONSULTANT**, **OWNER's** responsibilities, and other miscellaneous provisions, and **Exhibit "G"** specifies Federal mandatory provisions applicable to Planning Projects.

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## EXHIBIT C

### GENERAL PROVISIONS FOR ENGINEERING SERVICES

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

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

#### SECTION I - BASIC SERVICES

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

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

B. Preliminary Design Phase

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

1. Conferring with the **OWNER** on project requirements, finances, schedules, early phases of the PROJECT, and other pertinent matters; and meeting with concerned agencies and parties on matters affecting the PROJECT;
2. Advising **OWNER** as to the necessity of providing or obtaining from others data or services of the types described in Section II such as, but not limited to field surveys, soil borings, aerial mapping and laboratory testing. At **OWNER**'s option, services may be provided by the **OWNER** through direct contracts with other professionals or may be

provided by the **CONSULTANT** in accordance with **Exhibit "F", Payments and Miscellaneous Provisions, Section I.2;** and,

3. Developing design schematics, sketches, project recommendations and preliminary layouts, and cost estimates.

C. Final Design Phase

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

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

D. Bidding Phase

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

1. Assist the **OWNER** in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom bidding documents have been issued, and receive and process deposits for bidding documents;
2. Assist the **OWNER** in conducting a pre-bid conference for each separate prime contract to share pertinent bidding and technical information and requirements with prospective bidders.

3. Issue addenda as appropriate to interpret, clarify or expand the bidding documents.
4. Distribute sets of bidding documents to prospective bidders and plan offices (Dodge and AGC) during the Bidding Phase.
5. Attend the bid opening, prepare bid tabulation sheets and assist **OWNER** in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

E. Construction Phase

1. The **CONSULTANT**'s responsibility to provide Basic Services for the Construction Phase under this AGREEMENT commences with the award of each contract for construction and terminates at the earlier of the issuance by the **OWNER** of the final Certificate for Payment or 30 days after the date of Substantial Completion of the Work, but if so stated by Work Authorization, may be extended under the terms of **Section II "Special Services;"**
2. **CONSULTANT** shall attend and administer the preconstruction conference;
3. Visits to site and observation of construction: In connection with observations of the work of contractor(s) while it is in progress:
  - a. **CONSULTANT** shall make visits to the site at intervals appropriate to the various stages of construction as **CONSULTANT** deems necessary in order to observe as an experienced and qualified design professional the progress of the various aspects of contractor(s)' work. Based on information obtained during such visits and on such observations, **CONSULTANT** shall endeavor to determine in general if such work is proceeding in accordance with the contract documents and **CONSULTANT** shall keep **OWNER** informed of the progress of the work;
  - b. If **OWNER** requests more extensive site representation than is described in 3.a above, **CONSULTANT** will provide a Resident Project Representative(s) as a Special Service;
  - c. **CONSULTANT** shall not during such visits or as a result of such observations of contractor(s)' work in progress, supervise, direct or have control over contractor(s)' work nor shall **CONSULTANT** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work. Accordingly, **CONSULTANT** can neither guarantee the performance of the construction

contracts by contractor(s) nor assume responsibility for contractor(s)' failure to furnish and perform their work in accordance with the contract documents;

4. Defective work: During such visits and on the basis of such observations, **CONSULTANT** may disapprove of or reject contractor(s)' work while it is in progress if **CONSULTANT** believes that such work will not produce a completed PROJECT that conforms generally to the contract documents or that it will prejudice the integrity of the design concept of the PROJECT as reflected in the contract documents.
5. Interpretations and clarifications: **CONSULTANT** shall issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare work directive changes and change orders as required;
6. Shop drawings: **CONSULTANT** shall and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which contractor(s) are required to submit, but only for conformance with the design concept of the PROJECT. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto;
7. Substitutes: **CONSULTANT** shall evaluate and determine the acceptability of substitute materials and equipment proposed by contractor(s), but subject to the provision of Section II, paragraph 13;
8. Inspections and tests: **CONSULTANT** shall have authority, as **OWNER's** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing's and approvals required by laws, rules, regulations, ordinances, codes, orders or the contract documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the contract documents);
9. Disputes between **OWNER** and contractor: **CONSULTANT** shall act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of **OWNER** and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work. **CONSULTANT** shall not be liable for the results of any such interpretations or decisions rendered in good faith;
10. Applications for payment: Based on **CONSULTANT's** on-site observations as an experienced and qualified design professional, on information provided by the Resident

Project Representative and on review of applications for payment and the accompanying data and schedules:

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

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

## **SECTION II- SPECIAL SERVICES**

### **A. Services Requiring Authorization in Advance**

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

1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the **PROJECT**; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the **PROJECT** of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the **PROJECT**.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by **OWNER**; commonly referred to as A/E survey.

3. Services resulting from significant changes in the general scope, extent or character of the PROJECT or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to causes beyond CONSULTANT's control.
4. Providing renderings or models for OWNER's use.
5. Preparing to serve or serving as a CONSULTANT or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the PROJECT (except as agreed to under Basic Services).
6. Soils and material investigations including test borings, laboratory testing of soils and materials, related analyses and recommendations.
7. Quality assurance testing during construction.
8. Furnishing services of a Resident Project Representative to assist CONSULTANT in observing performance of the work of contractor(s).
9. Preparation of Disadvantaged Business Enterprise Program.
10. Cost accounting services, grant administration, and grant closeout.
11. Reproduction and postage of reports, contract documents and specifications to FAA, OWNER, contractor, regulatory agencies, prospective bidders, and plan rooms.
12. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
13. Services in making revisions to drawings and specifications occasioned by the acceptance or substitutions proposed by contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor.
14. Services resulting from delays beyond the control of CONSULTANT.
15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or negligent work of any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any contractor, or (5) other causes beyond CONSULTANT's control.

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

### **SECTION III- MISCELLANEOUS PROVISIONS**

1. **Exhibit "F", Payments and Miscellaneous Provisions**, specifies requirements for payments to **CONSULTANT**, **OWNER's** responsibilities, and other miscellaneous provisions, and **Exhibit "G"** specifies Federal mandatory provisions.

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## **EXHIBIT D**

### **GENERAL PROVISIONS FOR ARCHITECTURAL DESIGN SERVICES**

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

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

#### **SECTION I - BASIC SERVICES**

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

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

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

B. Schematic Design Phase

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

4. Based on the mutually agreed upon program, schedule and construction budget requirements, the **CONSULTANT** shall prepare, for approval by the **OWNER**, schematic design documents consisting of drawings and other documents illustrating the scale and relationship of **PROJECT** components.
5. The **CONSULTANT** shall submit to the **OWNER** a preliminary estimate of construction cost based on current area, volume or other unit costs.

C. Design Development Phase

1. Based on the approved schematic design documents and any adjustments authorized by the in the program, schedule or construction budget, the **CONSULTANT** shall prepare, for approval by the **OWNER**, design development documents consisting of drawings and other documents to fix and describe the size and character of the **PROJECT** as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
2. The **CONSULTANT** shall advise the **OWNER** of any adjustments to the preliminary estimate of construction cost.

D. Construction Documents Phase

1. Based on the approved design development documents and any further adjustments in the scope or quality of the **PROJECT** or in the construction budget authorized by the **OWNER**, the **CONSULTANT** shall prepare, for approval by the **OWNER**, construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the **PROJECT**.
2. The **CONSULTANT** shall assist the **OWNER** in the preparation of the necessary bidding information, bidding forms, the conditions of the contract, and the form of **AGREEMENT** between the **OWNER** and the contractor.
3. The **CONSULTANT** shall advise the **OWNER** of any adjustments to previous preliminary estimates of construction cost indicated by changes in requirements or general market conditions.
4. The **CONSULTANT** shall assist the **OWNER** in connection with the **OWNER's** responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the **PROJECT**.

E. Bidding Phase

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

1. Assist the **OWNER** in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom bidding documents have been issued, attend pre-bid conferences and receive and process deposits for bidding documents.
2. Issue addenda as appropriate to interpret, clarify or expand the bidding documents.
3. Consult with and advise **OWNER** as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
4. Consult with **OWNER** concerning and determine the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
5. Attend the bid opening, prepare bid tabulation sheets and assist **OWNER** in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
6. Furnish sets of bidding documents to contractor bidding and plan offices (Dodge, AGC, etc.) during the Bidding Phase. The number of documents and their distribution will be specified in the Work Authorization(s).

F. Construction Phase

1. The **CONSULTANT**'s responsibility to provide Basic Services for the Construction Phase under this AGREEMENT commences with the award of the contract for construction and terminates at the earlier of the issuance to the **OWNER** of the final Certificate for Payment or the original date established for Substantial Completion of the Work, but may be extended under the terms of Section II "Special Services".
2. The **CONSULTANT** shall provide administration of the contract for construction as set forth below, unless otherwise provided in this AGREEMENT.
3. **CONSULTANT** shall attend preconstruction conference.

4. Visits to site and observation of construction: In connection with observations of the work of contractor(s) while it is in progress:
  - a. **CONSULTANT** shall make visits to the site at intervals appropriate to the various stages of construction as **CONSULTANT** deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor(s)' work. Based on information obtained during such visits and on such observations, **CONSULTANT** shall endeavor to determine in general if such work is proceeding in accordance with the contract documents and **CONSULTANT** shall keep **OWNER** informed of the progress of the work.
  - b. If **OWNER** requests more extensive site representation than is described in F.4 (a) above, **CONSULTANT** will provide a Resident Project Representative(s) as a Special Service.
  - c. **CONSULTANT** shall not, during such visits or as a result of such observations of contractor(s)' work in progress, supervise, direct or have control over contractor(s)' work nor shall **CONSULTANT** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work. Accordingly, **CONSULTANT** can neither guarantee the performance of the construction contracts by contractor(s) nor assume responsibility for contractor(s)' failure to furnish and perform their work in accordance with the contract documents.
5. Defective work: During such visits and on the basis of such observations, **CONSULTANT** may disapprove of or reject contractor(s)' work while it is in progress if **CONSULTANT** believes that such work will not produce a completed **PROJECT** that conforms generally to the contract documents or that it will prejudice the integrity of the design concept of the **PROJECT** as reflected in the contract documents.
6. Interpretations and clarifications: **CONSULTANT** shall issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare work directive changes and change orders as required.
7. Shop drawings: **CONSULTANT** shall review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which contractor(s) are required to submit, but only for conformance with the design concept of the **PROJECT** and compliance with the information given in the contract documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
8. Substitutes: **CONSULTANT** shall evaluate and determine the acceptability of substitute materials and equipment proposed by contractor(s), but subject to the provision of

Section II, paragraph A.37.

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

the contract price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and contractor that might affect the amount that should be paid.

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

## **SECTION II- SPECIAL SERVICES**

### **A. Services Requiring Authorization in Advance**

If authorized in writing by **OWNER**, **CONSULTANT** shall accomplish such special services of the following types which are not considered normal or customary Basic Services except where specifically provided for otherwise in the Work Authorizations. At **OWNER**'s option, services may be provided by the **OWNER** through direct contracts with other professionals or may be provided by the **CONSULTANT**. When the **CONSULTANT** is requested to provide special services, such services may be provided by the **CONSULTANT**'s own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the approval of the **OWNER** before the work is initiated, however **CONSULTANT** shall remain responsible for work of subconsultant's. Special services will be paid for by **OWNER** in addition to the compensation for Basic Services described herein.

1. Preparation of pre-applications and/or applications and supporting documents for governmental grants, loans or advances in connection with the **PROJECT**; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the **PROJECT**.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by **OWNER**; commonly referred to as A/E survey.
3. Services resulting from significant changes in the general scope, extent or character of the **PROJECT** or its design including, but not limited to, changes in size, complexity, **OWNER'S** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to causes beyond **CONSULTANT'S** control.
4. Providing renderings or models for **OWNER'S** use.
5. Preparing documents for alternate, separate or sequential bids requested by **OWNER** after receipt of original bids and for contractor(s)' work which is not executed or documents for out-of-sequence work.
6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the **PROJECT**; evaluating processes available for licensing and assisting **OWNER** in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits for inventories required in connection with construction performed for **OWNER**.
7. Services resulting from the award of more separate prime contracts for construction, materials, equipment or services for the **PROJECT** than are contemplated by an approved Work Authorization, and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the **OWNER** and administering **OWNER'S** contracts for such services.
8. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable contractor(s) to proceed with their work, and providing land surveys and other special field surveys.

9. Assistance in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services.
10. Services during out-of-town travel required of **CONSULTANT** other than visits to the site as required by Section I.
11. Preparing to serve to serving as a **CONSULTANT** or witness for **OWNER** in any litigation, public hearing or other legal or administrative proceeding involving the **PROJECT** (except as agreed to under Basic Services).
12. Soils and Material Investigations including test borings, laboratory testing of soils and materials, related analyses and recommendations.
13. Quality assurance testing during construction.
14. Furnishing services of a Resident Project Representative to assist **CONSULTANT** in observing performance of the work of contractor(s).
15. Preparation of Disadvantaged Business Programs.
16. Cost accounting services, grant administration, and grant closeout.
17. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services described in each Work Authorization.
18. Providing analyses of the **OWNER's** needs and programming the requirements of the **PROJECT**.
19. Providing financial feasibility or other special studies.
20. Providing planning surveys, site evaluations or comparative studies of prospective sites.
21. Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the **PROJECT**.
22. Providing services relative to future facilities, systems and equipment.
23. Providing services to verify the accuracy of drawings or other information furnished by the **OWNER**.
24. Providing coordination of construction performed by separate contractors or by the **OWNER's** own forces and coordination of services required in connection with construction performed and equipment supplied by the **OWNER**.
25. Providing services in connection with the work of a construction manager or separate consultants retained by the **OWNER**.

26. Providing detailed estimates of construction cost.
27. Providing detailed quantity surveys or inventories of material, equipment, and labor.
28. Providing analyses of owning and operating costs.
29. Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
30. Providing services for planning tenant or rental spaces.
31. Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
32. Preparing a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the contractor to the **CONSULTANT**.
33. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
34. Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the **PROJECT** provided as a part of Basic Services.
35. Providing any other services not otherwise included in this **AGREEMENT** or not customarily furnished in accordance with generally accepted architectural practice.
36. Services in connection with work directive changes and change orders to reflect changes requested by **OWNER** if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
37. Services in making revisions to drawings and specifications occasioned by the acceptance or substitutions proposed by contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor.
38. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
39. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or negligent work of any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any contractor.

40. Services in connection with any partial utilization of any part of the PROJECT by **OWNER** prior to Substantial Completion.
41. Evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the work.
42. Services after issuance to the **OWNER** of the final certificate for payment or in the absence of such certificate, more than 60 days after the date of Substantial Completion of the Work.

### **SECTION III - MISCELLANEOUS PROVISIONS**

1. **Exhibit "F", Payments and Miscellaneous Provisions**, specifies requirements for payments to **CONSULTANT**, **OWNER's** responsibilities, and other miscellaneous provisions, and **Exhibit "G"** specifies Federal mandatory provisions.

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## **EXHIBIT E**

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

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

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

4. Shop drawings and samples:
  - a. Record date of receipt of shop drawings and samples, receive samples which are furnished at the site by contractor, and notify the **CONSULTANT** of their availability for examination.
  - b. Advise the **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 the **CONSULTANT**.
  
5. Review of work, rejection of defective work, inspection and tests:
  - a. Conduct onsite observations of the work in progress to assist **CONSULTANT** in determining if the work is proceeding in accordance with the contract documents and that completed work will conform to the contract documents.
  - b. Report to the **CONSULTANT** whenever **RPR** believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment, and advise the **CONSULTANT** when he believes work should be corrected or rejected or should be uncovered for observation or requires special testing, inspection, or approval.
  - c. Verify that tests, equipment, and systems startups and operating and maintenance training are conducted as required by the contract documents and in presence of the appropriate personnel, and that contractor maintains adequate records thereof; observe, record, and report to the **CONSULTANT** appropriate details relative to test procedures and startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the **PROJECT**, record the results of these inspections, and report to **CONSULTANT**.
  
6. Interpretation of contract documents: Transmit to contractor, **CONSULTANT**'s clarifications and interpretations of the contract documents.
  
7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report them with **RPR**'s recommendations to **CONSULTANT**. Transmit to contractor decisions as issued by **CONSULTANT**.

8. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, **CONSULTANT**'s clarifications and interpretations of the contract documents, progress reports and other project related documents.
- b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to contractor's questions or extras or deductions, quantities of materials installed on the PROJECT, list of visiting officials and representatives of manufacturers, fabricators, suppliers, and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of the observing test procedures. Send copies to the **CONSULTANT**.
- c. Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

9. Reports:

- a. Furnish to **CONSULTANT**, **OWNER**, and the Federal Aviation Administration periodic reports as required of the progress of the work and contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
- b. Consult with the **CONSULTANT** in advance of scheduled major tests, inspections, or start of important phases of the work.
- c. Report immediately to the **CONSULTANT** upon the occurrence of any accident.
- d. Review and certify contractor's payroll submittals for compliance with federal law pertaining to classification and wage rates.

10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward them with recommendations to the **CONSULTANT**, noting particularly their relation to the schedule of values, work completed, and material and equipment delivered at the site but not incorporated in the work.

11. Certificates, maintenance and operation manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed; and

deliver this material to the **CONSULTANT** for his review and forwarding to **OWNER** prior to final acceptance of the work.

12. Completion:

- a. Before the **CONSULTANT** issues a Certificate of Substantial Completion, submit to contractor a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of **CONSULTANT, OWNER,** and contractor and prepare a final list of items to be completed or corrected.
- c. Verify that all items on final list have been completed or corrected and make recommendations to the **CONSULTANT** concerning acceptance.

C. Limitations of Resident Project Representative's authority:

Except upon written instructions of the **CONSULTANT, RPR:**

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

## **EXHIBIT F**

### **PAYMENTS AND MISCELLANEOUS PROVISIONS**

This is an exhibit attached to and made a part of the AGREEMENT between the **OWNER** and the **CONSULTANT** for professional consulting services.

#### **SECTION I - PAYMENTS TO THE CONSULTANT**

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

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

Unless otherwise approved in writing, the **CONSULTANT** is not to undertake any work prior to the receipt of an approved Work Authorization executed by the **OWNER**.

1. **Cost Plus Fixed Fee**

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

2. **Hourly Fee Schedule and Subconsultants**

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

a. **Lump Sum**

For work that can be defined and delineated in advance, payment to the **CONSULTANT** will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all

payroll, overhead, profit, and other direct non-salary expenses as hereinafter described. The lump sum will not increase nor decrease unless there is a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to re-negotiation, and **CONSULTANT** will prepare and submit a supplemental Work Authorization for **OWNER** approval.

4. General

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

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

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

## SECTION II - MISCELLANEOUS PROVISIONS

A. Estimates:

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

B. Extra Work:

- a. It is mutually understood and agreed that the **OWNER** will compensate the **CONSULTANT** for services resulting from significant changes in general scope of the **PROJECT** or its design, but not necessarily limited to, changes in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents for contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the **CONSULTANT**'s control and when requested and authorized by the **OWNER**. Compensation for such extra work when authorized by the **OWNER** shall be established in each Work Authorization. **CONSULTANT** shall promptly notify **OWNER** in writing of all extra work or cost variations on the **PROJECT** prior to undertaking said work.

C. Reuse of Documents:

- a. All documents including drawings and specifications prepared by the **CONSULTANT** pursuant to this AGREEMENT are instruments of service with respect to the **PROJECT**. They are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the **PROJECT** or on any other **PROJECT**. Any reuse without written verification will be at **OWNER**'s sole risk and with no liability or legal exposure to **CONSULTANT**. 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, and will be permitted full use of such documents subject to the limitations set forth herein.

D. Responsibility of the **CONSULTANT**:

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

E. Responsibility of OWNER:

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

- a. Make available for the **CONSULTANT**'s use all record drawings, maps, information as to unusual conditions or practices affecting the **CONSULTANT**'s services, soil data, etc., that are readily available to the **OWNER**.
- b. Designate a person to act with authority on the **OWNER**'s behalf and respond in a timely manner to submissions by the **CONSULTANT** providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- c. Pay all costs associated with special services authorized by the **OWNER** and all costs associated with obtaining bids from contractors, including but not limited to cost of printing, postage and public notice of advertisement.
- d. Furnish such accounting, insurance and legal counseling services as **OWNER** may require for this PROJECT. Obtain advice of an attorney, insurance counselor or other **CONSULTANT**s as **OWNER** deems appropriate for examination of the contract documents prepared by **CONSULTANT**.
- e. Pay all costs incidental to compliance with requirements of these paragraphs 1 through 4.

F. Termination:

- a. This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party provided that no such termination may be effected unless the other party is given:
  - i. Not less than 10 calendar days written notice of intent to terminate; and,
  - ii. An opportunity for consultation with the terminating party prior to termination.
- b. This AGREEMENT may be terminated in whole or in part in writing by either party without cause on sixty (60) days written notice.
- c. 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.

- d. If this AGREEMENT is terminated by either party, the **CONSULTANT** shall be paid for services rendered pursuant to this AGREEMENT. If termination of the AGREEMENT occurs at the conclusion of one phase and prior to authorization of the **OWNER** to begin the next phase, payment by the **OWNER** of the completed phase shall be considered full compensation due the **CONSULTANT**.

G. Audit: Access to Records

- a. The **CONSULTANT** shall maintain books, records, documents, and other evidence directly pertinent to the work under this AGREEMENT in accordance with generally accepted accounting principles and practices. The **OWNER**, the Federal Aviation Administration, the Comptroller General of the United States or any of their duly appointed representatives shall have access to any books, documents, papers, records, and other evidence for the purpose of examination, audit, excerpts, and transcriptions.
- b. Records described above shall be maintained and made available during the performance under this AGREEMENT and for a period of three years after the **OWNER** makes final payment and all other pending matters are closed.

H. Headings

- a. The headings of the exhibits, sections, schedules, and attachments as contained in this AGREEMENT are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such exhibits, sections, schedules, and attachments.

I. Assignment

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

J. Construction Means and Methods

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

## EXHIBIT G

### MANDATORY FEDERAL PROVISIONS

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

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

**1.1 Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**1.2 Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**1.4 Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **OWNER** or the Federal funding agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the **OWNER** or the Federal funding agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

**1.5 Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the **OWNER** shall impose such contract sanctions as it or the Federal funding agency may determine to be appropriate, including, but not limited to:

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

**1.6 Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the **OWNER** or the Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the **OWNER** to enter into such litigation to protect the interests of the **OWNER** and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **B. DISADVANTAGED BUSINESS ENTERPRISES**

- 1. Contract Assurance (§26.13)** - The **CONSULTANT** or **SUBCONSULTANT** shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The **CONSULTANT** shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the **CONSULTANT** to carry out these requirements is a material breach of this contract, which may result in the termination of this **CONSUSLTANT** or such other remedy, as the recipient deems appropriate.
- 2. Prompt Payment (§26.29)** - The **PRIME CONSULTANT** agrees to pay each **SUBCONSULTANT** under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the **PRIME CONSULTANT** receives from **OWNER**. The **PRIME CONSULTANT** agrees further to return retainage payments to each **SUBCONSULTANT** within ten (10) days after the **SUBCONSULTANT**'s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **OWNER**. This clause applies to both DBE and non-DBE subcontractors.

## **C. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

- 1.** No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- 2.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

## **D. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

## **E. RIGHTS TO INVENTIONS**

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

## **F. TRADE RESTRICTION CLAUSE**

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

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal funding agency may direct through the **OWNER** cancellation of the contract at no cost to the Government.

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

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

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal funding agency may direct through the **OWNER** cancellation of the contract or subcontract for default at no cost to the Government. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

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

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

## **H. ACCESS TO RECORDS AND REPORTS**

The Contractor shall maintain an acceptable cost accounting system. The Contractor 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 contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor 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.

## **I. TERMINATION OF CONTRACT**

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

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

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

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**EXHIBIT H**

**Work Authorization for Professional Services  
Between  
LANCASTER COUNTY, SOUTH CAROLINA  
And  
HOLT CONSULTING COMPANY, LLC**

---

Project Location: \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

It is agreed to undertake the following work in accordance with the provisions of the Master Subconsultant Agreement for Professional Services dated \_\_\_\_\_, 2019 between **LANCASTER COUNTY, SOUTH CAROLINA**, and **HOLT CONSULTING COMPANY, LLC**.

Scope of Services: (Attachment A)

Method of Payment: (Attachment B)

(Example: Lump sum amount \$XX, XXX or not to exceed \$XX, XXX)

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

For: \_\_\_\_\_  
**HOLT CONSULTING COMPANY, LLC**

For: \_\_\_\_\_  
**LANCASTER COUNTY, SOUTH CAROLINA**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments:    A – Scope of Services  
                      B – Budget

**Estimated Statewide Tax Revenues Supported by South Carolina Airports**

Airport-related employment and spending are responsible for a variety of annual tax revenues. A conservative approach was taken to estimate airport-related tax revenues; this study considered only direct employment, payroll, and spending when estimating the statewide tax revenues. Tax revenues associated with indirect/induced impacts were not estimated in the SCAC study. Tax revenues estimated in the state study considered the following taxable events:

- » Sales tax paid by visitors on hotels, meals, rental cars, entertainment, and retail spending.
- » Sales tax paid on goods and materials purchased to support capital projects.
- » Sales tax paid on applicable supplies needed to operate airports or tenant businesses.
- » Sales and income taxes paid by employees whose direct jobs are airport-supported.

It is important to note that South Carolina recently removed a 5% tax on rental cars, and that parts and supplies purchased to repair aircraft in the state are tax exempt.

SCAC's economic impact study indicates that annually airports and airport-supported activities contribute an estimated \$657 million in state and local tax revenues.



**Significant Economic Benefits from South Carolina's Airports**

General aviation and commercial service airports in South Carolina are responsible for supporting an estimated \$16.3 billion in annual economic activity. This estimate includes total statewide direct and indirect/induced impacts in the payroll and spending categories. SCAC measured this statewide annual economic impact by considering benefits associated with airport management, airport tenants, capital investment, and commercial service and general aviation visitor spending. Statewide annual economic impacts for each of the categories measured in the SCAC study are shown in the following table.



**Total Annual Statewide Economic Impacts**

	EMPLOYMENT	PAYROLL	SPENDING	ECONOMIC ACTIVITY
AIRPORT MANAGEMENT	1,374	\$64.7 M	\$69.1 M	\$133.8 M
AIRPORT TENANTS	10,987	\$495.2 M	\$1.1 B	\$1.6 B
BOEING*	21,773	\$1.52 B	\$2.7 B	\$4.2 B
CAPITAL INVESTMENT	1,567	\$72.4 M	\$219.8 M	\$292.2 M
GENERAL AVIATION VISITORS	4,590	\$137.8 M	\$390.1 M	\$527.9 M
COMMERCIAL VISITORS	82,468	\$2.5 B	\$7.1 B	\$9.6 B
<b>TOTAL</b>	<b>122,759</b>	<b>\$4.8 B</b>	<b>\$11.5 B</b>	<b>\$16.3 B</b>

\*REFLECTS BOTH TENANT & CIP IMPACTS FOR BOEING ACTIVITIES IN CHARLESTON  
\*\*TOTALS MAY NOT SUM DUE TO ROUNDING

**Annual Costs versus Annual Benefits from South Carolina Airports**

SCAC's Statewide Aviation System Plan and Economic Impact Study produced the following findings:

- » Airports and airport-supported activities are supporting an estimated \$657 million in state and local tax revenues.
- » Airports and the activities they support are responsible for an estimated \$16.3 billion in total annual economic impact. Of this total annual impact, about \$4.2 billion is associated with Boeing in Charleston.
- » The average annual maintenance and development needs for all airports over the next five years are estimated at \$156 million.
- » Based on the most recent year for state and FAA funding, about 50% of the annual financial needs of the airports could be met. However, if state and FAA funding is more in line with 5-year averages, only 25% percent of the estimated investment needs will be met. A large funding gap is anticipated.

The SCAC reports show that individual public airports in South Carolina, such as Lancaster County-McWhirter Field, make important economic and tax contributions to the state. The economic impacts, both statewide and specifically for Lancaster County-McWhirter Field summarized in this report, reflect a "snapshot" of conditions and activity that characterized South Carolina airports at the time data collection to support this study was completed. The economic impacts presented in this summary are annual in nature. As long as Lancaster County-McWhirter Field continues to be maintained and improved as warranted and activity at the airport stays healthy, the economic impacts associated with Lancaster County-McWhirter Field will continue to be realized year-after-year.

**For More Information:**  
 South Carolina Aeronautics Commission  
 2553 Airport Blvd, West Columbia, SC 29170  
 ph. 803.896.6260  
 www.scaeronautics.com  
**Prepared by: JVIATION**

—SUMMARY OF STUDY FINDINGS FOR—  
**LANCASTER COUNTY-MCWHIRTER FIELD**

*Lancaster, South Carolina*



Airports are essential to South Carolina's transportation infrastructure and economy. To guide the South Carolina airport system and measure how airports contribute to the economy, the South Carolina Aeronautics Commission (SCAC) completed updates to its Statewide Aviation System Plan and Statewide Economic Impact Study. Details on both reports are available at: www.scaeronautics.com. This report provides a summary of important findings and also highlights the contribution that Lancaster County-McWhirter Field makes to the estimated statewide economic impact. The role the airport plays in the state airport system is documented and a summary of the investment required for the airport to fulfill its needs and objectives is provided.

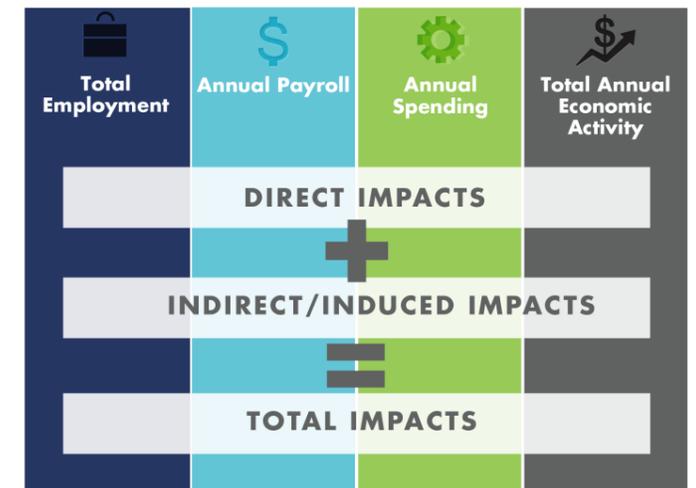
**South Carolina & STATEWIDE AVIATION SYSTEM PLAN & ECONOMIC IMPACT STUDY REPORT**  
 — 2 0 1 8 —

**STATEWIDE IMPACTS**  
*Economic Impacts from South Carolina Airports*

As part of SCAC's research, steps were undertaken to estimate the annual economic impact for Lancaster County-McWhirter Field and 56 other study airports. Economic impacts summarized in this report reflect conditions that characterized all airports in 2017. This report provides both statewide and airport specific information on annual economic impacts. Each airport was investigated to identify potential economic impacts related to the five categories shown below:

- » Airport Management
- » Airport Tenants
- » Investment in Capital Projects
- » Spending from Visitors Arriving on General Aviation Aircraft
- » Spending from Visitors Arriving on Commercial Airlines

The SCAC study used four primary measures to express both statewide and airport specific annual economic impacts: employment, payroll, spending, and economic activity. Economic impacts reflect not only direct impacts, but also indirect/induced impacts associated with multiplier effects. Direct and indirect/induced impacts equal total statewide and airport specific annual economic impacts. Using South Carolina specific inputs, the IMPLAN model was used to estimate indirect/induced impacts.



In this study, total annual economic activity is the sum of annual payroll and spending.

- Employment** ..... 122,759
- Annual Payroll** ..... \$4.8 Billion
- Annual Spending** ..... \$11.5 Billion
- Annual Economic Activity** ..... \$16.3 Billion

# LANCASTER COUNTY-MCWHIRTER FIELD

## Total Annual Economic Impact on South Carolina's Economy

### Estimating the Annual Economic Impact for Lancaster County-McWhirter Field

Interviews and surveys were used to document direct impacts for airport management and aviation-related tenants. Some employees in the management category are not located at the airport; some employees split their time between the airport and other government functions. For both management and tenants, not all jobs are full-time. Less-than-full-time positions were converted to full-time equivalent (FTE) jobs using hours worked or salary paid.

Airports use FAA, state, local, and/or private investments to complete capital projects. When capital funds are being expended, such spending helps support employment and associated payroll. Average annual capital investment for the airport, from all sources, for a multi-year period was considered to estimate economic impacts in the capital investment category.

**ANNUALLY, 4,588 VISITORS ARRIVE IN SOUTH CAROLINA VIA THE AIRPORT.**

Each year, 4,588 visitors arrive at the airport on general aviation planes. Visitors to South Carolina often have expenditures for lodging, food, ground transportation, entertainment, and/or retail purchases. Visitor spending helps support jobs and payroll, primarily in the hospitality industry.

The table on the next panel shows direct, indirect/induced, and total economic impacts for the airport, as these impacts were identified for: airport management and tenants, capital investment, and visitor spending.

**THE AIRPORT AND AIRPORT ACTIVITIES SUPPORT ANNUAL TAX REVENUES ESTIMATED AT \$200,990.**

Airport benefits also come in the form of annual tax revenues. Activities at the airport and off-airport activities that the airport helps to support (primarily visitor spending) are linked to many transactions that are subject to sales tax. South Carolina residents whose jobs are directly supported by airports also pay state income tax. Airport-supported tax revenues benefit state and sales tax.

The report findings estimated that, when only direct economic impacts are considered, the airport contributes approximately \$200,990 in annual state and local tax revenues.

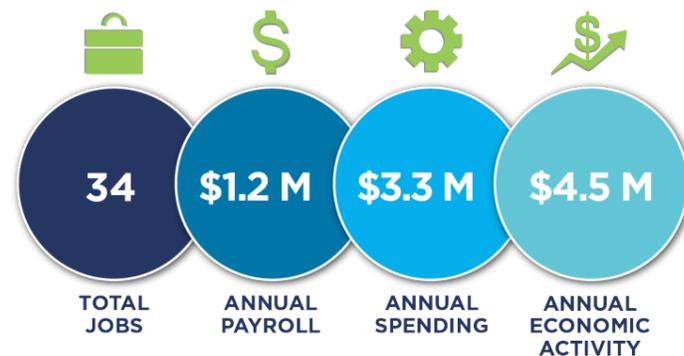
### Total Annual Economic Impact for Lancaster County-McWhirter Field

The following table reports direct, indirect/induced, and total economic impacts for the airport as estimated in SCAC's study.

	EMPLOYMENT			TOTAL PAYROLL			ANNUAL SPENDING			ANNUAL ECONOMIC ACTIVITY		
	Direct	Indirect/Induced	Total	Direct	Indirect/Induced	Total	Direct	Indirect/Induced	Total	Direct	Indirect/Induced	Total
Airport Management & Tenants	3	4	7	\$134,500	\$123,120	\$257,620	\$258,340	\$231,890	\$490,230	\$392,840	\$355,010	\$747,850
Capital Investment	6	4	10	\$290,620	\$171,910	\$462,530	\$862,770	\$554,890	\$1,417,660	\$1,153,390	\$726,800	\$1,880,190
General Aviation Visitor Spending	12	5	17	\$309,020	\$180,230	\$489,250	\$821,260	\$578,730	\$1,399,990	\$1,130,280	\$758,960	\$1,889,240
<b>Total Impacts</b>	<b>21</b>	<b>13</b>	<b>34</b>	<b>\$734,140</b>	<b>\$475,260</b>	<b>\$1,209,400</b>	<b>\$1,942,370</b>	<b>\$1,365,510</b>	<b>\$3,307,880</b>	<b>\$2,676,510</b>	<b>\$1,840,770</b>	<b>\$4,517,280</b>

DATA SOURCE: SOUTH CAROLINA AERONAUTICS COMMISSION ECONOMIC IMPACT STUDY

ANNUAL ECONOMIC ACTIVITY = PAYROLL + SPENDING



### Lancaster County-McWhirter Field (LKR) Flight Map



SOURCE: FAA NATIONAL OFFLOAD PROGRAM (NOP)

### The Airport's Role in State Airport System



South Carolina's Aviation System Plan helps ensure the state has a balanced and viable system of public airports. Assigning a "role" to each airport helps to achieve this objective. Each airport's role is based on a variety of factors that consider activity, facilities, services, airport location, and market area characteristics. Within the South Carolina system, Lancaster County-McWhirter Field is designated as an SC III Business/Recreation Airport. There are four different roles for airports in the system, and each role has a specific set of objectives. Objectives for SC III Airports in South Carolina are shown below.

AIRPORT ROLE
<b>Business/Recreation (SC III)</b>
<b>ROLE CRITERIA</b>
SC III Airports are generally located in non-urban areas. These airports serve smaller business and personal aircraft. These airports offer fuel and most aviation services, and SC III airports are supported by a non-precision approach.
<b>FACILITY OBJECTIVES</b>
<ul style="list-style-type: none"> <li>Published approach</li> <li>Runway length 3,200 feet with Medium Intensity Runway Lighting (MIRL)</li> <li>Runway width 60 feet</li> <li>Partial parallel taxiway or turnaround on both runway ends with Medium Intensity Taxiway Lighting (MITL)</li> <li>Automated Surface Observing System (ASOS) or Automated Weather Observation System (AWOS)</li> <li>100LL fuel</li> </ul>

The system plan summarized the airport's development needs over the next five years. Costs to improve and maintain the airport over that time-frame consider not only projects identified by the system plan, but also projects from SCAC's Statewide Pavement Management Plan and the airport's own locally generated capital improvement plan (CIP). These three sources indicate an estimated \$2,471,835 will be needed to maintain and improve the airport over the next five years; this equates to an average annual investment of \$494,367.

As SCAC's Statewide Economic Impact Study has shown, on an annual basis Lancaster County-McWhirter Field supports an estimated \$4.5 M in economic benefit. The airport's annual economic impact far exceeds its annual financial need for maintenance and improvement. SCAC's statewide studies show the airport is well worth the investment!

