

**AGREEMENT FOR PROFESSIONAL SERVICES  
ON A CONTINUING BASIS**

**THIS AGREEMENT** is made as of the 12th day of July in the year 2021, between **THE CITY OF LEESBURG**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **GAI CONSULTANTS, INC.** whose address is 618 E. South Street, Suite 700, Orlando, Florida 32801 (hereinafter referred to as "PROFESSIONAL").

**WHEREAS**, the CITY issued Request for Qualifications (RFQ) 210133 to contract with a qualified professional or firm to provide professional services on a continuing basis for services related to the Leesburg International Airport;

**WHEREAS**, the CITY evaluated all responses to RFQ 210133 in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act and GAI Consultants, Inc. is the top ranked firm among all firms submitting responses;

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.
  - a. This Agreement; and
  - b. Request for Qualifications (RFQ) 210133 – Professional Services – Airport Solicitation Package in its entirety; and
  - c. Federal Aviation Administration (FAA) Contract Provisions incorporated herein and attached as Attachment 'B'; and
  - d. The PROFESSIONAL's electronic response to RFQ 210133 submitted April 1, 2021 at 7:55:31 AM EST; and
  - e. The PROFESSIONAL's Hourly Billing Rate Schedule incorporated herein and attached as Attachment 'A'.
  
2. **Services.** The PROFESSIONAL shall perform, when requested, the professional services as requested and Agreed to between the parties and documented in an executed Task Order. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for similar projects.
  
3. **Payment.** PROFESSIONAL shall be paid not more than once monthly for work performed on existing Task Orders. All invoices submitted by the PROFESSIONAL shall clearly reference the purchase order issued for the Task Order, the project name and the services

performed. Work invoiced must be done in a manner that multiple Task Orders are not listed on the same invoice.

4. **Authorized Work/Expenses.** The CITY will not be liable for any expenses incurred by the PROFESSIONAL prior to the issuance of a Notice to Proceed except as authorized by the CITY in writing.

5. **Task Orders.** All future work will be authorized by use of a Task Order. Task Orders will be sequentially numbered by the CITY. The PROFESSIONAL will provide a proposal for each project in a format approved by the City. The proposal will include a detailed Scope of Service as agreed to by the CITY. The proposal will also include a total expected compensation for the Scope of Services. The compensation amount must be supported by a detailed breakdown by task, position, billable rate, and number of hours. Positions and billable rates must correlate to the Schedule of Hourly Rates located in Attachment 'A'.

6. **Term.** The term of this Continuing Services Agreement shall be for a period of three (3) years. If agreeable to both parties the Agreement may be extended for up to an additional two (2) years. Any extension shall be made by written amendment properly executed by both parties.

7. **Termination for Convenience**

- a. The CITY may by written notice to the PROFESSIONAL, terminate this Agreement for its convenience and without cause or default on the part of PROFESSIONAL. Upon receipt of the notice of termination, except as explicitly directed by the CITY, the Contractor must immediately discontinue all services affected.
- b. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.
- c. CITY agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.
- d. CITY further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause. 2 CFR § 200 Appendix II (B), FAA Advisory Circular 150/5370-10, Section 80-09.

8. **Termination for Non-appropriation of Funds.** A significant portion of funding for this PROJECT is provided by the Federal Aviation Administration (FAA), for both design

and construction. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Contract by Federal Aviation Administration (FAA) are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then CITY will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. CITY will provide at least thirty (30) days advance written notice of such termination. CITY will use reasonable efforts to ensure appropriated funds are available.

9. **Termination for Default.** Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or by this agreement.

- a. **Termination by City** The CITY may terminate this Agreement in whole or in part, for the failure of the PROFESSIONAL to:
  - i. Perform the services within the time specified in this contract or by CITY approved extension;
  - ii. Make adequate progress so as to endanger satisfactory performance of the Project;
  - iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the PROFESSIONAL must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

CITY agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CITY further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CITY determines the PROFESSIONAL was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CITY issued the termination for the convenience of the CITY.

- b. **Termination by Professional:** The PROFESSIONAL may terminate this Agreement in whole or in part, if the CITY:
- i. Defaults on its obligations under this Agreement;
  - ii. Fails to make payment to the PROFESSIONAL in accordance with the terms of this Agreement;
  - iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the PROFESSIONAL.

Upon receipt of a notice of termination from the PROFESSIONAL, CITY agrees to cooperate with PROFESSIONAL for the purpose of terminating the agreement or portion thereof, by mutual consent. If CITY and PROFESSIONAL cannot reach mutual agreement on the termination settlement, the PROFESSIONAL may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CITY's breach of the contract.

In the event of termination due to CITY breach, the Engineer is entitled to invoice CITY and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the PROFESSIONAL through the effective date of termination action. CITY agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### 10. **Breach of Contract Terms**

- a. Any violation or breach of terms of this contract on the part of the Professional or its sub Professionals 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.
- b. CITY will provide PROFESSIONAL written notice that describes the nature of the breach and corrective actions the PROFESSIONAL must undertake in order to avoid termination of the contract. CITY reserves the right to withhold payments to PROFESSIONAL until such time the PROFESSIONAL corrects the breach or the CITY elects to terminate the contract. The CITY's notice will identify a specific date by which the PROFESSIONAL must correct the breach.

CITY may proceed with termination of the contract if the PROFESSIONAL fails to correct the breach by deadline indicated in the CITY's notice.

- c. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law. 2 CFR § 200 Appendix II(A).

11. **Insurance.** The PROFESSIONAL will maintain throughout this Agreement the following insurance:

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to CITY by PROFESSIONAL prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The PROFESSIONAL shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the PROFESSIONAL'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The PROFESSIONAL waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the PROFESSIONAL, or any other insurance of the PROFESSIONAL shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for workers' compensation and professional liability, the PROFESSIONAL'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg  
Attention: Mike Thornton, Purchasing Manager  
P.O. Box 490630  
Leesburg, Florida 34749-0630

- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The PROFESSIONAL, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the PROFESSIONAL'S liability coverage(s).

12. **Indemnification.** The PROFESSIONAL shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The liability of the PROFESSIONAL shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, the PROFESSIONAL shall not be obligated to indemnify the CITY against losses arising from the negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees.

13. **Individual Liability.**

**PURSUANT TO SECTION 558.0035, FLORIDA STATUTES,  
AN INDIVIDUAL EMPLOYEE OR AGENT OF  
PROFESSIONAL MAY NOT BE HELD INDIVIDUALLY  
LIABLE FOR NEGLIGENCE.**

14. **Codes, Laws, and Regulations.** PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

15. **Permits, Licenses, and Fees.** PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.

16. **Access to Records.** PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all

invoiced amounts. Said records will be available for examination by the CITY during PROFESSIONAL'S normal business hours.

Additionally, PROFESSIONAL must maintain an acceptable cost accounting system. The PROFESSIONAL agrees to provide the CITY or any of their duly authorized representatives, access to any books, documents, papers, and records of the PROFESSIONAL which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The PROFESSIONAL agrees to maintain all books, records and reports required under this contract for a period of not less than five (5) years after final payment is made and all pending matters are closed.

17. **Public Records Retention.** PROFESSIONAL shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by PROFESSIONAL herein in accordance with Chapter 119, Florida Statutes. PROFESSIONAL shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. PROFESSIONAL shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the PROFESSIONAL upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by PROFESSIONAL in a format that is compatible with the information technology systems of the CITY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.**

18. **Compliance with Nondiscrimination Requirements.** During the performance of this Contract, the PROFESSIONAL, for itself, its assignees, and successors in interest (hereinafter referred to as the "PROFESSIONAL") agrees as follows:

- a. **Compliance with Regulations:** The PROFESSIONAL (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- b. **Non-discrimination:** The PROFESSIONAL, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The PROFESSIONAL will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the PROFESSIONAL for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PROFESSIONAL of the PROFESSIONAL's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- d. **Information and Reports:** The PROFESSIONAL will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a PROFESSIONAL is in the exclusive possession of another who fails or refuses to furnish the information, the ROFESSIONAL will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of a PROFESSIONAL's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to one or both of the following:
  - i. Withholding payments to the PROFESSIONAL under the contract until the PROFESSIONAL complies; or
  - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. **Incorporation of Provisions:** The PROFESSIONAL will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The PROFESSIONAL will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct



as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PROFESSIONAL becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PROFESSIONAL may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the PROFESSIONAL may request the United States to enter into the litigation to protect the interests of the United States. 49 USC § 47123.

19. **Disadvantaged Business Enterprises**

- a. **Contract Assurance (§ 26.13)** - The PROFESSIONAL or sub-consultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The PROFESSIONAL shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FAA assisted contracts. Failure by the PROFESSIONAL to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- b. **Prompt Payment (§26.29)** - The PROFESSIONAL agrees to pay each sub-consultant under this contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the PROFESSIONAL receives from CITY. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY. This clause applies to both DBE and non-DBE sub-consultants. 49 CFR part 26.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Leesburg to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The CITY encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

20. **Contingent Fees Prohibited.** The PROFESSIONAL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

21. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other

documents, instruments, information and material prepared or accumulated by the PROFESSIONAL (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the PROFESSIONAL shall in no way be liable or legally responsible to anyone for the CITY's use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the PROFESSIONAL.

22. **Independent Contractor.** The PROFESSIONAL agrees that it is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the PROFESSIONAL. PROFESSIONAL will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

23. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

24. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the CITY.

25. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

26. **Contact Person.** The primary contact person under this Agreement for the PROFESSIONAL shall be Jack E. Thompson Jr., CM, LEED AP. The primary contact person under this Agreement for the CITY shall be Tracey Dean, Airport Manager.

27. **Approval of Personnel.** Key Personnel: The City reserves the right to terminate the Agreement when key personnel identified in the PROFESSIONAL's response to Request for Qualification are not available or are no longer working on the project. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with

the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, CITY may require PROFESSIONAL assign a different person or persons be designated to be the contact person or to perform the PROFESSIONAL services hereunder.

28. **Subcontractors.** The CITY reserves the right to approve all subcontractors for tasks performed under this Agreement. Responsibility for the performance of the contract remains with the PROFESSIONAL exclusively. Subcontractors may be added to this contract during the contract period only with prior written permission from the CITY.

29. **Notices.** All notices required under this Agreement shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized courier service to the address of the party set forth below. Any such notices shall be deemed given when received by the party to whom it is intended.

CONTRACTOR: GAI Consultants, Inc.  
Attn: Jack E. Thompson, Jr.  
618 E. South Street, Suite 700  
Orlando, FL 32801  
(407) 423-8398

CITY: City of Leesburg  
Attn: Mike Thornton, CPPO - Purchasing Manager  
204 N. 5<sup>th</sup> Street  
Leesburg, FL 34748  
(352) 728-9880

30. **Disclosure of Conflict.** The PROFESSIONAL has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and his duties under this Agreement.

31. **Employment Eligibility.** The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the

CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

32. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is following the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

33. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

34. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows]

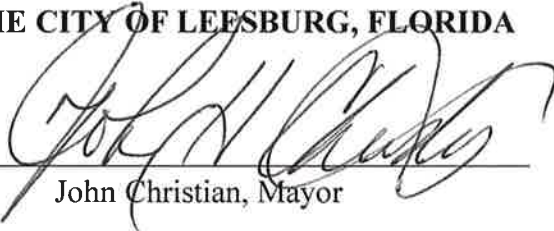
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

**GAI CONSULTANTS, INC.**

By: *Kathleen Leo*  
Kathleen Leo (Jul 8, 2021 08:58 EDT)

Its: Vice President  
Title

**THE CITY OF LEESBURG, FLORIDA**

  
John Christian, Mayor

ATTEST:

  
J. Andi Purvis, City Clerk

Approved as to form and content:

  
Fred A. Morrison, City Attorney

## 2021 Community Development Florida Rate Schedule

Professionals include Economists, Planners, Designers, Landscape Architects, and Engineers.

Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on January 1, 2022. Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

Labor Classification	Invoice Rate
CSG Senior Director / VP	\$275.00
CSG Senior Director	\$245.00
CSG Director	\$225.00
CSG Senior Manager / Asst. Director	\$195.00
CSG Manager	\$185.00
CSG Assistant Manager	\$165.00
CSG Senior Project Professional	\$145.00
CSG Project Professional	\$130.00
CSG Senior Professional	\$115.00
CSG Professional	\$105.00
CSG Senior Technician	\$95.00
CSG Technician 2	\$85.00
CSG Technician 1	\$65.00
Environmental Manager	\$155.00
Project Environmental Specialist	\$95.00
Expert Witness	\$350.00
Principal	\$320.00
Technical/Professional 25	\$290.00
Technical/Professional 24	\$285.00
Technical/Professional 23	\$265.00
Technical/Professional 22	\$250.00
Technical/Professional 21	\$240.00
Technical/Professional 20	\$230.00
Technical/Professional 19	\$225.00
Technical/Professional 18	\$220.00
Technical/Professional 17	\$210.00
Technical/Professional 16	\$200.00
Technical/Professional 15	\$195.00
Technical/Professional 14	\$185.00
Technical/Professional 13	\$180.00
Technical/Professional 12	\$170.00
Technical/Professional 11	\$160.00
Technical/Professional 10	\$150.00
Technical/Professional 09	\$140.00
Technical/Professional 08	\$130.00
Technical/Professional 07	\$125.00
Technical/Professional 06	\$110.00
Technical/Professional 05	\$100.00
Technical/Professional 04	\$90.00
Technical/Professional 03	\$85.00
Technical/Professional 02	\$70.00
Technical/Professional 01	\$60.00
Technical/Support 1	\$50.00

## Attachment 'B'

### FEDERAL CONTRACT PROVISIONS

#### GENERAL CIVIL RIGHTS PROVISIONS

The PROFESSIONAL agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the PROFESSIONAL and sub tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### **Title VI Solicitation Notice:**

The CITY, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **Compliance with Nondiscrimination Requirements**

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

- 1. Compliance with Regulations:** The PROFESSIONAL (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The PROFESSIONAL, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The PROFESSIONAL will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the PROFESSIONAL for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the PROFESSIONAL of the PROFESSIONAL's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

## Attachment 'B'

### FEDERAL CONTRACT PROVISIONS

4. **Information and Reports:** The PROFESSIONAL will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PROFESSIONAL will so certify to the CITY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a PROFESSIONAL's noncompliance with the Non-discrimination provisions of this contract, the CITY will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the PROFESSIONAL under the contract until the PROFESSIONAL complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The PROFESSIONAL will include the provisions of paragraphs one through six in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The PROFESSIONAL will act with respect to any subcontract or procurement as the CITY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PROFESSIONAL becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the PROFESSIONAL may request the CITY to enter into any litigation to protect the interests of the CITY. In addition, the PROFESSIONAL may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the PROFESSIONAL, for itself, its assignees, and successors in interest (hereinafter referred to as the "PROFESSIONAL") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;



## Attachment 'B'

### FEDERAL CONTRACT PROVISIONS

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The PROFESSIONAL has full responsibility to monitor compliance to the referenced statute or regulation. The PROFESSIONAL must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

## **Attachment 'B'**

### **FEDERAL CONTRACT PROVISIONS**

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. PROFESSIONAL must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The PROFESSIONAL retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

[END FEDERAL CONTRACT PROVISIONS]






# Agreement-Airport-ProfessionalServicesContinuingServices-AE

Final Audit Report

2021-07-08

Created:	2021-07-07
By:	Mike Thornton (mike.thornton@leesburgflorida.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwfgSAgx3_vE6RgCYf8D4BHrmuTCqu2g_

## "Agreement-Airport-ProfessionalServicesContinuingServices-AE" History

-  Document created by Mike Thornton (mike.thornton@leesburgflorida.gov)  
2021-07-07 - 7:44:27 PM GMT- IP address: 8.26.112.25
-  Document emailed to Kathleen Leo (k.leo@gaiconsultants.com) for signature  
2021-07-07 - 7:44:56 PM GMT
-  Email viewed by Kathleen Leo (k.leo@gaiconsultants.com)  
2021-07-08 - 11:23:39 AM GMT- IP address: 104.47.55.254
-  Document e-signed by Kathleen Leo (k.leo@gaiconsultants.com)  
Signature Date: 2021-07-08 - 12:58:35 PM GMT - Time Source: server- IP address: 4.53.44.34
-  Agreement completed.  
2021-07-08 - 12:58:35 PM GMT