



**C O N T R A C T
B E T W E E N
JACKSONVILLE AVIATION AUTHORITY
A N D
THE FORESTRY COMPANY**

THIS AGREEMENT made an entered into this 1st day of July, 2021 is by and between **JACKSONVILLE AVIATION AUTHORITY**, (hereinafter referred to as the "Authority") and **THE FORESTRY COMPANY** a **CORPORATION** authorized to do business in the State of Florida (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, Authority owns and operates four (4) airports in the City of Jacksonville, Florida, more particularly identified as Jacksonville International Airport, Jacksonville Executive at Craig Airport, Herlong Airport and Cecil Airport (collectively referred to herein as ("Airport Facilities")); and

WHEREAS, the Authority, in 2011, received, from consultant's predecessor The Forestry Company, *Forest Management Plans* for Jacksonville International Airport, Jacksonville Executive at Craig Airport and Herlong Airport, which were revised in 2016 (collectively referred to as "Forestry Plan"); and

WHEREAS, the objectives of said Forestry Plan were to produce a sustainable income stream, put all suitable land into timber production and address any issues that might influence or be influenced by timber production; and

WHEREAS, the Authority requested proposals to update, manage, and further develop said Forestry Plan; and

WHEREAS, the Consultant possesses special knowledge of Authority's Forestry Plan and can provide the expertise necessary to update, manage and further develop said Forestry Plan, to provide environmental planning and wildlife management expertise, to develop reports and specifications needed for permitting, to conduct timber sales according to the Forestry Plan, to conduct clear cuts in clear zone areas, to conduct seedling and site preparation; and

WHEREAS, having reviewed and relied upon Consultant's proposal, the Authority has accepted Consultant's proposal for updating, management and further development of said Forestry Plan; and

WHEREAS, it is in the best interest of the parties to make and enter into this Agreement setting out the rights, duties and obligations of the parties in hereunder.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the legal sufficiency of which is admitted and acknowledged, the parties agree that:

**ARTICLE I
INCORPORATION OF RECITALS**

The above stated recitals are true and correct and, by this reference, are incorporated herein and made a part hereof.

**ARTICLE II
ENGAGEMENT OF CONSULTANT/SCOPE OF SERVICES/EXTENT OF
SERVICES/SUB-CONSULTANTS**

- 2.1** The Authority engages the Consultant and the Consultant accepts said engagement to provide professional services that include without limitation: (i) updating, management and further development as outlined in the Forestry Plan and as provided in the RFP, both of which are attached hereto as Exhibit A; and (ii) certain other services as more particularly specified in "Scope of Services" of Consultant's "Qualifications And Experience" dated May 5 ,2021, attached hereto as Exhibit B ("Services"). By this reference, Exhibits A and B are made a part hereof and incorporated herein. As part of this engagement, the parties agree to abide by the requirements of attached Appendix "A".
- 2.2** If the Authority requests a change in said Services, Consultant shall advise the Authority if it can perform such change and the cost of doing so. If the parties agree to such change and cost, then mutual agreement to such change and cost shall be made in a written amendment to this Agreement, signed by the authorized representative of each of the parties hereto.
- 2.3** During the term of this agreement, the Consultant shall devote such time, energy and attention during regular business hours to the benefit and business of the Authority as may be reasonably necessary to perform the Services. The parties agree and understand that the Consultant may engage in any other business, occupation or otherwise provide similar consulting services to clients other than the Authority during the term of this Agreement, so long as such other work does not negatively impact the Consultant's ability to effectively and efficiently complete the Services as contemplated herein.
- 2.4** Sub-consultants. The Consultant may utilize the services of sub-consultants when the Authority has given its prior consent in writing to the Consultant. The Consultant shall incorporate this Agreement into all subcontracts entered into pursuant to this Agreement to enforce the provisions of this Agreement. The Consultant will also incorporate any and all applicable local, state and federal requirements with respect to any sub-consultant who performs work in connection with this Agreement and shall require all sub-consultants to do the same with respect to their own sub-consultants.

**ARTICLE III
TERM OF AGREEMENT**

- 3.1** This Agreement shall be for an initial contract term of three (3) years beginning July 1, 2021 and terminating on June 30, 2024.
- 3.2** This Agreement may be renewed for a two (2) year renewal term under the same terms and conditions, at the sole discretion of the Authority.
- 3.3** This agreement and the renewal period if elected by the Authority may be terminated, without cause, by the Authority upon 30 days written notice to Consultant. In the event this Agreement is terminated, the Consultant shall cease all work and shall be paid for any unpaid billings for all work performed up to the date of receiving notice of termination, as well as reasonable costs and fees associated with an orderly close-out of the work to the extent authorized in writing by the Authority.

**ARTICLE IV
COMPENSATION/ MAXIMUM INDEBTEDNESS/ PAYMENT**

4.1 For providing the Services pursuant to this Agreement, Consultant shall be paid in the following manner:

4.1.1 For sales of timber, Consultant shall be paid a percentage of the gross sales revenues actually received by the Authority as follows:

- a.** For clear cuts, Consultant shall receive eight percent (8%) of clear-cut revenues actually received by the JAA.
- b.** For marked thinning, Consultant shall receive twelve percent (12%) of marked thinning revenues actually received by the Authority.

4.1.2 JAA will authorize Consultant to bill for the supervision of site preparation and reforestation services based upon a per acre rate. Such rate shall not exceed Sixty-Five Dollars (\$65) per acre, and will be negotiated, reduced to writing and approved in an instrument referencing this Agreement and signed by the representatives of the parties hereto.

4.2 Consultant shall be paid for other services contemplated herein, which shall include all incidental costs such as travel and other reimbursable costs:

a.	For Principals	\$ 130.00
b.	For Graduate Foresters	\$ 97.50
c.	For Forest Technicians	\$ 78.00
d.	For Secretarial/Office	\$ 45.50

4.3 The Consultant shall open an interest-bearing account in the name of the Authority (hereinafter Account), into which Gross Revenues from Timber Sales (hereinafter "Gross Revenues from Timber Sales") shall be deposited. Gross Revenues from Timber Sales shall be defined as all revenue received from the Timber Sale, prior to the deduction of any expenses, including any commission authorized by this Agreement. Consultant shall be responsible for collecting all Gross Revenues from Timber Sales for deposit in the Account. On a monthly basis, the Consultant shall provide the Authority with a written breakdown of activity in the Account, including a monthly statement from the Bank. On a quarterly basis, or more frequently if requested by the Authority, from the Gross Revenues from Timber Sales, the Consultant shall pay appropriate expenses, pay the Consultant's commission as authorized in this Agreement, and make a payment to the Authority, and provide the Authority with all invoices and/or other documentation, prepared in sufficient detail, to allow the Authority to review and determine the accuracy of any and all charges from the vendors. On an annual basis, the Consultant shall prepare a year end report which summarizes all Gross Revenues from Timber Sales received, all authorized expenditures paid, and all commissions paid.

4.4 Prior to receiving compensation for Services provided hereunder, Consultant shall present the Authority with invoices, and/or other documentation, prepared in sufficient detail, so as to allow the Authority to review and to determine the accuracy of any and all charges. An original and one (1) copy of such invoices and/or other documentation shall be presented to Authority no later than the fifteenth day of any month for Services rendered during the previous month. The Authority shall pay the Consultant within 30 days after receipt of said invoice and/or other documentation.

**ARTICLE V
RECORDS, DOCUMENTS, INFORMATION AND EQUIPMENT**

- 5.1 The Consultant agrees that upon completion of the services, all drawings, designs, specifications, renderings, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description, arising out of or relating to the Services rendered by the Consultant, under this Agreement, are to become the property of the Authority, as well as all reference books, computer disks containing data base information, graphics, etc., equipment, expendable equipment and materials (collectively referred to as "Materials"), purchased with proceeds from this Agreement for use under this Agreement. The use of these Materials in any manner by the Authority shall not support any claim by the Consultant for additional compensation. Such materials shall be given to Authority upon termination of this Agreement by elapse of time or earlier termination as provided herein.

**ARTICLE VI
INDEMNIFICATION**

- 6.1 Consultant agrees to indemnify, defend and hold harmless JAA, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Respondent's work or services under this Agreement; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of the Respondent, Respondent's Subcontractor(s) or anyone directly or indirectly employed or hired by Respondent, or anyone for whose acts Respondent may be liable. JAA reserves the right, but not the obligation, to participate in defense without relieving Respondent of any obligation hereunder. By virtue of submitting a proposal in response to this solicitation, Respondent acknowledges and will adhere to this provision if awarded the scope of services contemplated herein.

**ARTICLE VII
INSURANCE**

- 7.1 Respondent agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as JAA's review or acceptance of insurance maintained by Respondent is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Respondent under this contract.

Commercial General Liability: Respondent agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Respondent further agrees coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability nor Professional Liability.

Business Automobile Liability: Respondent agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 (non-AOA access) Each Occurrence. Respondent further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Respondent does not own automobiles, Respondent agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General

Liability policy or separate Business Auto Liability policy. In the event the Respondent requires AOA access, then the Business Automobile Liability Limit will be not less than \$5,000,000.

Worker's Compensation Insurance & Employers Liability: Respondent shall maintain Worker's Compensation Insurance & Employer Liability in accordance with Chapter 440, Florida Statutes, as now or hereafter amended. Coverage shall be provided on a primary basis.

Additional Insured: Respondent agrees to endorse JAA as an Additional Insured with a CG2026 Additional Insured – Designated Person or Organization endorsement or similar endorsement, to the Commercial General Liability and Business Auto Liability. The Additional Insured shall read "Jacksonville Aviation Authority."

Waiver of Subrogation: Respondent agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Respondent to enter into an pre-loss agreement to waive subrogation without an endorsement, then Respondent agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Respondent enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance: Respondent agrees to provide JAA a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum 30 day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

Jacksonville Aviation Authority
Risk Management Department
14201 Pecan Park South Road
Jacksonville, FL 32218

Umbrella or Excess Liability: Respondent may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. RESPONDENT agrees to endorse JAA as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure "True Follow-Form" basis.

Right to Revise or Reject: JAA reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, JAA reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due.

**ARTICLE VIII
GENERAL PROVISIONS**

- 8.1** The Consultant as an Independent Contractor. The Consultant and the Authority agree that while providing the Services required by this Agreement, the Consultant shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or associate of the Authority. The Consultant shall be solely responsible for determining the methodology to be utilized in performing its obligations under this Agreement. Neither the provisions of this Agreement or the actions of the parties hereto shall be construed so as to establish an employer/employee relationship between them.
- 8.2** Public Records. Inasmuch as the Authority is a public entity, both parties to this Agreement will govern themselves in accordance with the public records laws of Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS, CONTACT JAA'S CUSTODIAN OF PUBLIC RECORDS:**
- Alissa Bowles, Revenue Compliance Specialist**
14201 Pecan Park Road
Jacksonville, Florida 32218
904.741.3672
- 8.3** Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.
- 8.4** Amendment. This Agreement may not be amended or modified in any respect except by an instrument in writing signed by each party's duly authorized representative.
- 8.5** Waiver of Rights. A waiver by either party of any of the provisions, conditions, or covenants herein contained shall not be deemed by the other party, at any time thereafter, to be a waiver of the same or any other provision, condition, or covenant herein contained, or to be a waiver of the requirement for the strict and prompt performance thereof. No notice by either party is required to restore or revive any right, power, remedy, privilege or option following a waiver by either party of any requirement, obligation or default of the other. No, right, power, remedy, privilege or option of either party shall be construed as being exhausted or discharged by the exercise thereof on more than one occasion.
- 8.6** Governing Law/Venue. This Agreement is to be read and construed in accordance with the laws of the State of Florida. The venue of any legal action brought or filed against the Authority relating to any matter arising under this Agreement shall be exclusively in the court having appropriate jurisdiction and sitting in Duval County, Florida.
- 8.7** Notices and Communications. All notices or communications to Authority or to Consultant pursuant hereto shall be deemed validly given, served, or delivered, upon deposit in the United States mail, certified, return receipt requested, and with proper postage and certification fees prepaid, addressed as follows:

TO AUTHORITY:
Executive Director/CEO
Jacksonville Aviation Authority
P.O. Box 18018
Jacksonville, FL. 32229-0018

TO CONSULTANT:
The Forestry Company
502 W. Green Street
Perry, FL 32347

- 8.8** Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such determination or invalidity will not materially prejudice either the Authority or the Consultant as to their respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement that shall remain and continue in full force and effect.
- 8.9** Non-Impairment Rights. Each of the rights, powers, remedies or options given to either party by this Agreement may be exercised in a cumulative manner, and the exercise of any one of them shall neither preclude or impair the exercise of any other nor preclude the exercise of any other remedy provided by law except in those instances where it is expressly so provided.
- 8.10** Headings. The headings of the articles and sections of this Agreement are included only as a matter of convenience and for reference and in no way define or limit the scope or intent of the provisions and shall not be construed to affect the provisions of this Agreement or to define or limit the interpretation or construction of this Agreement.
- 8.11** Counterpart. This Agreement may be signed in any number counterparts, each of which shall be deemed an original so long as it bears the signature of the authorized representatives of both parties.
- 8.12** Non-Discrimination. The Consultant agrees that it shall comply with all non discrimination requirements imposed by or pursuant to any applicable federal, state or local law including but not limited to: Civil Rights Act of 1964 as amended; the Equal Employment Opportunity Clause in Section 202 paragraphs 1 through 7 of Executive Order 11246, as amended, relative to equal employment and the implementing rules and regulations of the Office of Federal Contract Compliance programs; the Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to equal opportunity for the disabled and the Affirmative Action Clause in 38 USC Sections 2-12 of the Vietnam Veterans' Readjustment Act of 1974, relative to equal employment opportunity for the special disabled veteran and veteran of the Vietnam era. The Consultant further agrees that it will not discriminate against any employee or applicant for employment because of race, color or religion, sex, age, national origin, handicap, veteran or family status neither will it discriminate in hiring nor fail to make reasonable accommodation for qualified handicapped employees.
- 8.13** Order of Precedence: Should any conflict arise between the provisions of this Agreement, the provisions of the Authority's Request for Qualifications and Experience and the Consultant's Proposal to provide Timber Management Services dated the 1st day of July, 2010 then, in that event, precedence shall be given in the following order; First- The provisions of the Agreement; Second- the provisions of the Authority's Request for Qualifications and Experience; Third- the provisions of the Consultant's Proposal.
- 8.14** Changes in Personnel: The Consultant will notify the Authority in writing prior to making a personnel change that involves the individual assigned as the primary consultant working under this Agreement. The Authority shall have the right to reject any individual assigned to perform work or reject any individual assigned to perform work or render the Services under this Agreement. The Consultant agrees that it will change the individual assigned as the primary consultant under this Agreement if requested to do so by the Authority, after receiving written notice describing the cause for such reassignment.
- 8.15** Data Acquisition: While providing the Services, the Consultant shall utilize the most efficient databases available to achieve the best results for the Authority.

8.16 Acceptance: The Authority shall accept Deliverables which conform to the requirements of the specifications of this Agreement. The Authority will promptly give the Consultant notification of any non-conformance of the Deliverables with such requirements (“Non-conformance”), and the Consultant shall have reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If the Authority uses the Deliverable before acceptance, fails to promptly notify the Consultant of any Non-conformance, or unreasonable delays the beginning of acceptance testing, then the Deliverable shall be considered accepted by the Authority.

8.17 Warranty:

- (a) The Consultant warrants that the Services shall be performed with reasonable care in a diligent and competent manner. The Consultant’s sole obligation shall be to correct any non-conformance with this warranty, provided that the Authority gives the Consultant written notice within thirty (30) days after the Services are performed.
- (b) The Consultant does not warrant and is not responsible for any third party products or services (except for services provided by sub-consultant.) The Authority’s sole and exclusive rights and remedies with respect to any third party products or services are against the third party vendor and not against the Consultant.
- (c) EXCEPT AS PROVIDED IN SECTION 6.1, THIS SECTION IS THE CONSULTANT’S ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.
- (a) This warranty shall be enforced to the full extent permitted by Florida Law.

8.18 Use of Name: Neither party shall use the other party’s name, trademarks, service marks, logos, trade names and/or branding without such party’s prior written consent.

8.19 Construction: The parties hereto understand and agree that this instrument contains the entire agreement between the Authority and the Consultant for the provision of the Services. The parties further understand and agree that neither party, nor its agents, have made representations or promises, with respect to this Agreement except as expressly set forth herein; and that no claim or liability shall arise for any representations, promises, statement, course of action, courses of conduct or understandings that are not expressly stated in this Agreement.

8.20 Neither party will be liable for failure or delay performing obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of either party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party’s reasonable control. Written notice of force majeure must be given to the other party no later than 30 business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. The Authority may elect to terminate, reduce, or suspend the Agreement or consider all delivery dates under this Agreement affected by force majeure tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule

the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist, subject to the availability of funds.

Signature page to follow.

(The remainder of this page has been intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement by and through their respective representatives on the date first written above.

JACKSONVILLE AVIATION AUTHORITY

Attest:

Samantha Smid
Procurement Administrator

Mark VanLoh, CEO, or
His Designee

(Designee's Name and Title, if applicable)

Attest:

THE FORESTRY COMPANY

Signature

Signature

Print Name

Print Name

Title

Title

Approved as to form for the
Use of the Jacksonville Aviation Authority.

Devin Reed, Chief Legal Officer

APPENDIX A
REQUIRED TITLE VI PROVISIONS FOR CONTRACTORS:

1. **Civil Rights – 49 USC § 47123:** Contractor agrees to 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 disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contractor and sub tier contractors from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2. **Nondiscrimination:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, the Contractor, for itself, subcontractors, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree not to participate directly or indirectly in discriminatory activity or any kind and that no person on the ground of race, color, or national origin, will be subjected to discrimination in the execution of this Agreement, including employment practices (see Appendix B of 49 CFR Part 21). With respect to the Agreement, in the event of breach of the above nondiscrimination covenant, the Authority will have the right to terminate the Agreement and to pursue should remedies against Contractor as may be permitted by applicable law.

3. **Title VI and Related Law Compliance:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, Contractor, for itself, subcontractors, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended from time to time, including but not limited to:
 - a) 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);
 - b) 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);
 - c) 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);
 - d) 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;
 - e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - f) 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);
 - g) 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);
 - h) 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;
 - i) 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);
 - j) 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;
 - k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency

guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

- l) 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).

4. **Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.**: All contracts and subcontracts that result from this Agreement 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. Contractor has full responsibility to monitor compliance to the above-referenced statute and regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
5. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work required under this Agreement, to be performed under a subcontract, which also includes procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, creed, color, national origin, sex, age, or disability. Contractor will incorporate this Agreement (the Prime Contract) into its subcontract agreements, such that its subcontractors are obligated to Contractor to the same extent Contractor is obligated to JAA under the Prime Contract. However, nothing contained in the Prime Contract creates any contractual relationship between Subcontractor and JAA. Contractor's subcontract agreements shall require its subcontractors to generally agree to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended, as well as those non-discrimination statutes and authorities listed in Paragraph 3, above. For purposes of compliance with this section, Contractor shall furnish documented proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with the above.
6. **Occupational Safety and Health Act of 1970 – 20 CFR Part 1910:** All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its sub-Contractors' 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.
7. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to JAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
8. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, JAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) Withholding payments to the Contractor under the contract until the Contractor complies; and/or (ii) Cancelling, terminating, or suspending a contract, in whole or in part.

9. **Incorporation of Provisions:** The Contractor will: (i) include the above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto; and (ii) take action with respect to any subcontract or procurement as JAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request JAA to enter into any litigation to protect the interests of JAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
10. **Veteran's Preference:** In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(The remainder of this page has been intentionally left blank)