

**JAA PROJECT 252
AGREEMENT
BETWEEN
JACKSONVILLE AVIATION AUTHORITY
AND
RS&H, INC.**

PROFESSIONAL PLANNING CONSULTANT SERVICES

ARTICLE 1 - CONSULTANT'S SERVICES AND RESPONSIBILITIES	3
ARTICLE 2 - COMPENSATION AND METHOD OF PAYMENT	7
ARTICLE 3 - OWNER'S RESPONSIBILITIES	9
ARTICLE 4 - BREACH AND TERMINATION OF THE AGREEMENT	10
ARTICLE 5 - ASSURANCES	12
ARTICLE 6 - REQUIREMENT FOR PROFESSIONAL REGISTRATION	16
ARTICLE 7 - COMPOSITION OF CONSULTANT	16
ARTICLE 8 - SUSPENSION OF WORK	17
ARTICLE 9 - INTEREST AND BENEFITS	17
ARTICLE 10 - ASSIGNABILITY AND INDEPENDENCE	19
ARTICLE 11 - DISADVANTAGED BUSINESS ENTERPRISES	20
ARTICLE 12 - COMPLIANCE WITH FEDERAL LAW	20
ARTICLE 13 - ENERGY CONSERVATION REQUIREMENTS	24
ARTICLE 14 - FEDERAL FAIR LABOR STANDARDS ACT	24
ARTICLE 15 - OCCUPATIONAL SAFETY AND HEALTH ACT	24
ARTICLE 16 - VETERAN'S PREFERENCE	25
ARTICLE 17 - TEXTING WHEN DRIVING	25
ARTICLE 18 - EQUAL OPPORTUNITY CLAUSE	25
ARTICLE 19 - CERTIFICATION REGARDING LOBBYING	27
ARTICLE 20 - CLEAN AIR AND WATER POLLUTION ACT	28
ARTICLE 21 - CONTRACT WORK HOURS AND SAFETY STANDARDS	28
ARTICLE 22 - DISPUTES	29
ARTICLE 23 - GOVERNING LAW AND NOTICES	29
ARTICLE 24 - FINAL PAYMENT RELEASE	30
ARTICLE 25 - EXTENT OF AGREEMENT	30

ARTICLE 26 - PRECEDENCE OF DOCUMENTS (DESCENDING ORDER)	30
ARTICLE 27 - NEGOTIATION OF THIS AGREEMENT	31

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

AGREEMENT
BETWEEN

JACKSONVILLE AVIATION AUTHORITY
AND
RS&H, INC.

This Agreement entered into as to the last day of execution by and between

OWNER: JACKSONVILLE AVIATION AUTHORITY
14201 Pecan Park Road
Jacksonville, FL 32218

and CONSULTANT: RS&H, INC.
10748 Deerwood Park Blvd S
Jacksonville, FL 32256

to provide Professional Planning Consultant Services for the implementation of Owner's:

OPERATING AND CAPITAL OUTLAY BUDGET
CONTINUING PROFESSIONAL PLANNING CONSULTANT SERVICES

JAA Planning Project 252

WHEREAS, the Owner has determined it desirable to have a Professional Planning Consultant to implement on a continuing basis design and related professional services under the Owner's direction;

WHEREAS, the Owner, in reliance upon representations contained in its Statement of Qualification dated June 24, 2021, has selected the Consultant as one of three (3) most qualified Proposers responding to the Owner's Request for Qualifications dated May 18, 2021; and

WHEREAS, the Consultant asserts its professional qualifications, capability and willingness to perform the various professional services required to assist the Owner in implementing the Operating and Capital Outlay Budget on a requirements or as-needed basis.

NOW THEREFORE, the Owner and Consultant agree as set forth below:

ARTICLE 1 - CONSULTANT'S SERVICES AND RESPONSIBILITIES

1.1 Scope of Services. The Consultant represents to the Owner that the Consultant will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the profession currently providing aviation design services to complete the phased work of this Project in an effective, expeditious and cost-effective manner (Standard of Care). The Consultant shall furnish all services, documents, drawings, and any other matters called for in this Agreement as well as those contained in the Request for Statement of Qualifications which, by this reference, is

made a part hereof. The full scope and nature of the specific service rendered on individual projects shall, however, be specifically adapted and/or modified by written agreement between the Owner and the Consultant in the following manner:

1.1.1 Initiation of Specific Projects. The Owner will initiate each PROJECT by issuing a REQUEST FOR CONSULTANT SERVICES. The Request for Consultant Services will state the Owner's general goals and objectives to be achieved in the project, any special service that may be required of the Consultant of which the Owner may be aware and a tentative schedule for completion of the Project.

1.1.2 Project Proposals. Upon receipt of a REQUEST FOR CONSULTANT SERVICES, the Consultant will respond within ten (10) working days with a written detailed PROJECT PROPOSAL. Each Project Proposal shall include WORK PLAN, a BUDGET and an IMPLEMENTATION SCHEDULE.

a. Work Plan. The Project Work Plan shall identify on a task-by-task basis specific technical and/or administrative resources and tasks that will be required to respond fully and completely to the Owner's Request for Consultant Services. In developing the Project Work Plan the Consultant shall be responsible for reviewing the requirements for the Project with the Owner to assure a full and complete understanding, delineation, and effort toward achievement of the goals and objectives for the Project, as well as efforts to achieve Consultant's DBE or SBE commitment contained in its Statement of Qualifications.

The Work Plan proposed by the Consultant shall include, but not necessarily be limited to, an itemization of the tasks that will be accomplished by the Consultant through the various phases of each Project. The Work Plan shall be developed by the Consultant in a manner that will assure the orderly progression and successful completion of the requested service and the accuracy, timeliness and cost effectiveness of all work produced by the Consultant.

It is understood that from time-to-time certain tasks required by the Owner may not be completely defined. In these instances, the Consultant shall provide a cost estimate based on the anticipated scope with a NOT-TO-EXCEED amount and all work related to that project shall be documented and billed on a time and materials basis until such time as a specific scope is established. The Owner may require that a new proposal may then be negotiated to fix the price.

b. Budget. The Project Budget shall provide a detailed estimate and itemization of all costs that will be incurred in accomplishing the Project Work Plan. Only costs consistent with the Federal cost principles contained in Title 48, Code of Federal Regulations (CFR), Part 31, and, to the extent applicable, allowed by the Federal Aviation Administration and the Florida Department of Transportation or otherwise specifically authorized in writing by the Owner shall be used to develop the Project Budget. The Project Budget shall be organized into the following categories:

1. Direct Salary Costs. This category shall include the direct salary cost of all professional, technical and/or clerical employees of the Prime Consultant and/or Sub-consultant directly engaged in the Project.
2. Overhead Costs. This category includes the overhead rate as a percentage of direct salary costs established in conformance with applicable Federal guidelines for labor and administrative overhead. Separate overhead rates shall be detailed for the Prime Consultant, Consultant Extension of Staff Personnel and Prime Sub-consultant.
3. Direct Non-Salary Costs. This category shall include all non-salary costs that are directly required to accomplish the project. The direct salary cost, overhead, direct non-salary costs and profit to be paid Sub-consultants shall be itemized in this category in a manner similar to the Prime Consultant.
4. Fixed Payment. This category shall list the profit to be paid the Consultant as a result of each Project Proposal. Profit shall be calculated as percentage of the direct salary costs, labor and general and administrative Overhead.

c. Implementation Schedule. The implementation schedule shall clearly identify all project milestones, be capable of assigning and monitoring the utilization of all resources assigned to the project and be fully suitable for reporting progress throughout the duration of each Project. When requested by the Owner, the implementation schedule shall be a computer-based project management system that is capable of graphically depicting and tracking the duration, dependency and cost of each phase and/or task necessary to complete the Work Plan.

Though each Project Proposal shall contain a Work Plan, Budget and Implementation Schedule as essential elements, the organization and structure of each detailed Project Proposal may vary dependent on the nature of each project and the specific services to be rendered. The Owner shall be the final determinant as to the acceptability of each Project Proposal.

Actual Service shall be rendered on a Project-by-Project basis, each project being specifically and individually authorized by the Owner with issuance of a Purchase Order as detailed in Article 1.2. The cost for each Project shall be reflected as either lump sum or cost plus with a not-to-exceed maximum based on criteria set forth in Article 1.1.2.b at the Owner's sole discretion.

1.2 Purchase Order. Following review and a determination of acceptability of the Consultant's detailed Project Proposal, the Owner shall issue a Purchase Order. The Purchase Order shall summarize the scope of each assignment, any limiting conditions or requirements and authorize the initiation of service on the specific Project to which it refers. All Purchase Orders shall be subject to the approval of the Federal Aviation Administration and Florida Department of Transportation, respectively, when Federal and/or State grant funding is to be utilized in the Project.

The Purchase Order shall incorporate this Consultant's Agreement and is bound by the requirements set forth herein.

1.3 Sub-consultants. A 15% participation goal has been established for the solicitation of this scope of services, in response to which the Consultant is requested to include in its proposal response hereto a general statement as to its DBE participation percentage commitment, which commitment JAA fully expects the Consultant to honor throughout the term of the resulting Agreement. The Consultant's failure to honor said commitment shall represent a material breach of said Agreement.

1.4 Project Manager. It is understood and agreed that David Alberts shall represent the Consultant as its Project Manager in the performance of this Agreement and that no one else will be assigned to act in that capacity without prior written approval of the Owner. It is further understood and agreed that the Consultant's Project Manager shall be responsible for and will direct and coordinate the activities of the Consultant and any sub-consultant or other provider of service in carrying out the work as set forth in any or all Purchase Orders issued under this agreement.

1.5 Time of Performance. It is agreed that general service under this agreement will be initiated on October 1, 2021, and shall continue through September 30, 2024, unless otherwise terminated as provided for in this agreement. It is further agreed that this agreement may, at the discretion of the Jacksonville Aviation Authority, be extended annually for up to two (2) additional years. Service on specific projects will commence upon receipt of a fully executed Purchase Order from the Owner and shall be undertaken and completed in the manner and in conformance with the implementation plan authorized. Should service on any Purchase Order authorized before the scheduled expiration of this Agreement be incomplete as of that date, service shall continue on the Purchase Order until complete or is otherwise terminated as provided for in the agreement.

1.6 Responsibility of the Consultant.

1.6.1 The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all Designs, Drawings, Specifications, Reports, Surveys, Change Orders and other services furnished by or through the Consultant under this Agreement. The Consultant shall, and without additional compensation, correct or revise or cause to be revised any errors or omissions in its Designs, Drawings, Specifications, Reports, Surveys, Change Orders and other services which do not meet the standard of care.

1.6.2 If, during the construction stage of the project, an error or omission is encountered in construction documents prepared by the Consultant, the Owner shall direct the Consultant to correct said error or omission at no additional cost to the Owner. If the error is discovered after construction has commenced on the subject of the error, the Consultant shall be responsible for the cost of necessary corrective actions that exceeds the normal reasonable cost of similar installations or construction, including delay/disruption damages, had the subject error or omission not occurred. This may include, but not be limited to, uncovering, exposure, observation, inspection and testing, and satisfactory reconstruction.

In the event that the Consultant should dispute the Owner's direction in this regard, the Consultant shall proceed diligently with the work and services in accordance with the decision of the Owner, pending final settlement of the dispute.

1.6.3 Neither the Owner's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the Owner in accordance with applicable law for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement, or breach of contract.

ARTICLE 2 - COMPENSATION AND METHOD OF PAYMENT

2.1 Basis of Payment. A mutually agreeable schedule of rates for the direct salary, overhead, direct non-salary expenses, and profit allowances for the Prime Consultant and Sub-consultant will be established each Fiscal Year which shall be used in developing each Project Proposal prepared during the succeeding year under Article 1.1.2.

It is agreed that EXHIBIT A - BILLING RATES, attached hereto, contains the RATES TO BE BILLED for use through the period ending September 30, 2022 and shall be amended as required to reflect the agreed upon revised annual RATES after that period. It is further agreed that the annual work plan or budget does not obligate the Owner to commit all or any portion of the authorized amount toward service to be performed by the Consultant. Furthermore, the Owner reserves the right to award a portion or all of the authorized funding to other consultant(s) if, in its sole judgment, such action would be in the best interest of the Owner.

2.2 Method of Payment. All payments made to the Consultant on account of a Purchase Order shall be made as a LUMP SUM PAYMENT or NOT-TO-EXCEED AMOUNT, depending on the services to be provided. This payment, made incrementally throughout the period of service for each Purchase Order, shall represent full compensation for all service(s) required to complete each work order. It shall include, but not necessarily be limited to, the actual cost of salary, overhead, and direct non-salary (reimbursable) expenses plus an allowance for profit, willingness to serve and assumption of responsibilities without regard to the type or nature of service provided or actual cost incurred. It is hereby understood and agreed that the entire cost of developing Project Proposals under Article 1.1.2 shall be born by the Consultant and shall not be a directly reimbursable cost under this Agreement.

By its acceptance of a Purchase Order the Consultant certifies that it has a full and complete understanding of all requirements necessary to complete its responsibilities under the agreement and provides its assurance that it shall render fully and completely all service required to complete the Owner's Project for the amount stipulated in each Purchase Order. The Owner, based on this assurance, has agreed to offer and pay the stipulated amount.

The Consultant agrees that invoices for services rendered on each Purchase Order shall be submitted no more frequently than monthly, and that each Purchase Order shall be invoiced separately.

Payments shall be made promptly by the Owner. The Consultant agrees that each payment shall be made only in response to the Consultant's periodic invoice in increments proportionate to the satisfactory completion of such services as generally determined acceptable by the Owner. The Consultant further agrees that the incremental charge for all service rendered shall be consistent with and proportionate to the current version of the PROJECT WORK PLAN approved by the Owner and not be greater than the amount established in the Purchase Order.

2.3 Progress and Variance Reports. The Consultant shall submit with each invoice for payment on each Purchase Order a PROGRESS REPORT that factually summarizes all activities that occurred during the billing period and a VARIANCE REPORT that details and explains any difference between the cost budgeted for each item and the current forecast for expenditures anticipated through completion. The Consultant shall provide a Monthly Status Report of all projects under design or construction during the first week of each month in a format agreed upon by both parties. All Progress and Variance reporting shall be accomplished in a manner and form that is directly comparable to the Project Proposal developed by the Consultant under Article 1.1.2 for the invoiced Purchase Order.

2.4 Additional Services. It is understood and agreed that at any time or for any reason during the performance of service under the Agreement it may be necessary for the Consultant to render service that is, or would be, outside the Scope of Services that resulted in the original Purchase Order. To the extent that this service is not consistent with the Scope of Services said service shall be considered ADDITIONAL SERVICE and is compensable as provided herein.

The Consultant waives compensation under this Article unless the Consultant, prior to rendering the service, specifically and in writing serves notice to the Owner which additional services are considered necessary or if the change is requested by the Owner that the change would constitute an additional service and that an additional fee for said service must be negotiated.

No service for which an additional cost or fee will be charged by the Consultant shall be furnished without the prior written authorization of the Owner. Such service, if any, shall be compensated for as an ADDITIONAL SERVICE on the basis of a Project Proposal developed for the specific service contemplated under the general provisions of Article 1.1.2. All Compensation shall be negotiated.

2.4.1 In the event that a dispute arises as to whether services are in fact ADDITIONAL SERVICES, the Consultant agrees to perform the services at the written direction of the Senior Manager, Aviation Planning and resolve the dispute pursuant to Article 22.

2.4.2 In the event a dispute arises as to whether services are necessary, the Owner's determination shall be final.

2.4.3 In the event a dispute arises with a third party, the Consultant shall serve as the Owner's expert and shall cooperate with Owner's counsel.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

3.1 Provide all available information as to its general requirements for the Project.

3.2 Assist the Consultant by placing at its disposal all available information pertinent to the Project, including previous reports and any other data relative to design and construction of the Project, provided, however, that the Consultant shall be solely responsible for any analysis, interpretation, application or use thereof by the Consultant in performing hereunder, but not to exceed the Standard of Care.

3.3 Provide access to and make all provisions for the Consultant to enter upon public and private property as required for the performance of services under this Agreement. The Consultant's activities under this Article shall be governed by Sections 471.027 and 472.029, Florida Statutes.

3.4 Review all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Consultant as a work product developed in response to each Purchase Order. All reviews shall be completed and the results presented to the Consultant, to the greatest extent practical, within a reasonable time so as to not unduly delay the services of the Consultant.

3.5 Designate a person to act as the Owner's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement unless this Agreement identifies a specific representative to act on behalf of the Owner or the Owner is required to act through its appointed Governing Board. Written authorization and directives issued by the Owner's representative shall be honored by the Consultant so long as such authorizations and directives are consistent with the Scope of Services to be provided under the Agreement.

It is understood and agreed that, for the purpose of this Article, Lauren Scott, A.A.E., ACE., Senior Manager, Aviation Planning or other representative(s) designated in writing by the Owner shall represent the Owner in all matters pertaining to this Article.

3.6 Give prompt written notice to the Consultant whenever the Owner observes or otherwise becomes aware of any occurrence of whatever nature, including defects in the work of any Construction Contractor, that may adversely affect the Purchase Order.

3.7 Furnish or direct the Consultant to provide necessary Additional Services as stipulated in Article 2.4 of this Agreement. It is understood and agreed that the Consultant shall not proceed with any additional service until and unless the provisions of Article 2.4 are fully and completely satisfied.

ARTICLE 4 – BREACH AND TERMINATION OF THE AGREEMENT

4.1 Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Consultant or its subconsultants 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.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice. In such case, the Consultant shall be liable to the Owner for all damages and any additional cost occasioned to the Owner thereby.

4.2 Termination for Convenience (Professional Services). The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner 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.

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

Upon termination of the Agreement under paragraph 4.1 or 4.2, the Consultant shall: 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials, including that which may exist in electronic format, as may have been accumulated by the Consultant in performing this Agreement, whether completed or in progress.

4.3 Termination for Default (Professional Services). 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 under this agreement.

- a. Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project;
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project; or
 4. If the Consultant is adjudicated as bankrupt, or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, or
 5. If it fails to supply qualified and dedicated personnel,
 6. If it fails to make proper payment to sub-consultants and subcontractors, or
 7. Disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdictions, or
 8. Otherwise is guilty of material breach of any provision of this Agreement,

the Owner may, without prejudice to any right or remedy, terminate the employment of Consultant and complete the Consultant's services hereunder through others.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner 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.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation include anticipated profit on non-performed services.

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

- b. Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
 1. Defaults on its obligations under this Agreement;

2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

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

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

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 10 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. JAA may elect to terminate 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.

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.

ARTICLE 5 - ASSURANCES

5.1 Indemnification and Insurance. To the fullest extent permitted by law, the Consultant agrees to indemnify, defend and hold harmless the 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 Consultant'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 Consultant, Subcontractor(s) or anyone directly or indirectly employed or hired Consultant, or anyone for whose acts Consultant may be liable. The JAA reserves the right, but not the obligation, to participate in defense without relieving Consultant of any obligation hereunder.

Consultant 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 Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant 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: This is not required for this contract.

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.

Cyber Liability Insurance: Respondent shall procure and maintain Cyber Liability Insurance at a limit of liability not less than \$500,000 per occurrence or claim. JAA must receive 30-day notice of intent to cancel, non-renew, or make material change in coverage. Cyber Liability Insurance Coverage shall contain the following:

- (a) Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- (b) Network security liability arising from the unauthorized use of, access to, or tampering with, or destruction of data and/or computer systems.
- (c) Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- (d) Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

(e) Liability arising from the rendering, or failure to render, professional services.

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.

5.2 Access To Records and Reports. The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Consultant which are

directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed; prior to disposing of any records relating to the contract, Consultant shall consult with the Authority to determine the appropriate retention period.

The Authority is a public entity in Florida, and as such, is subject to the State of Florida public records, open meetings and records retention rules and regulations. As Consultant, some of your documents relating to this project may be subject to Public Records and Retention Rules. In accordance with Florida Statute 119.0701, the Authority is required to have the following statement in all contracts:

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (904) 741-2721, Michael Stewart, Director of External Affairs, Michael.stewart@flvjacksonville.com, 14201 Pecan Park Road, Jacksonville, Florida 32218.

5.3 Subcontractors, Outside Associates and Consultants. The Consultant agrees that any subconsultants and outside associates or consultants required by the Consultant in connection with the services covered by this Agreement will be subject to the prior written approval of the Owner.

5.4 Ownership of Drawings and Other Data. The Consultant agrees that all Designs, Drawings, Specifications, notes, and any other work developed in the performance of this Agreement, including that which may exist in electronic format, shall be and remain the sole property of the Owner and shall, upon request, be turned over to the Owner. The Consultant further agrees that this documentation may be used on any other work without additional compensation to the Consultant. With respect thereto, the Consultant agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Any reuse of such documents without written verification or adaptation by Consultant for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to Consultant. The Consultant for a period of three (3) years after completion of the project, agrees to furnish and provide access to all retained materials on the request of the Owner. Unless otherwise provided in the Agreement, the Consultant shall have the right to retain copies of all such materials beyond such period.

5.5 Design Within Budget Limitations.

5.5.1 Requirement for Competitive Bids. All design services provided by the Consultant under this Agreement shall have as its goal the award of a construction contract to the lowest cost responsive bidder based on reasonably competitive bids. Any bid condition that would unduly restrict a reasonable competitiveness between bidders shall be specifically identified by the Consultant and receive written approval of the Owner as a condition precedent to the Owner's authorization to release plans and specifications for bidding and construction.

5.5.2 Protection against Cost Overruns.

- a. Prior to Release of Plans and Specifications for Bidding and Construction. In order to protect the Owner from unanticipated cost overruns, the Consultant shall prepare estimates of construction cost at milestones as indicated in the Owner-approved Work Plan. Should the Consultant's initial or any subsequent estimate exceed funding currently budgeted and known to the Consultant to be available for the construction, the Consultant shall, upon the written directive of the Owner, modify the design to bring the anticipated cost of the construction in line with available funding. The redesign shall be performed at no additional cost to the extent the design is within the original project scope and will be compensated as an additional service to the extent the Owner authorizes an increase to the scope.
- b. Subsequent to Release of Plans and Specifications for Bidding and Construction. If, however, the budget shortfall occurs after release of the plans and specifications for bidding and construction through no fault of the Consultant, the Consultant, upon the written directive of the Owner, shall perform such redesign and other services as may be reasonably necessary for construction to proceed within available funding limitations. This additional service shall be considered an Additional Service under Article 2.4 of the Agreement.

5.5.3 In the event that a dispute arises as to directive issued pursuant to this Article that dispute shall be resolved in accordance with Article 22 of this agreement.

ARTICLE 6 - REQUIREMENT FOR PROFESSIONAL REGISTRATION

The design of Architectural, Structural, Mechanical, Electrical, Civil or other engineering features of the work shall be accomplished or reviewed and approved by Registered Professional Architects or Engineers licensed to practice in the State of Florida, and the appropriate seal and signature shall be properly displayed on the Construction Plans and Specifications.

ARTICLE 7 - COMPOSITION OF CONSULTANT

If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable. As used herein, the term "Consultant" shall include, but not be limited to, its officers, employees, agents, subcontractors, and other persons, firms, partnerships, corporations or other entities working for or on behalf of it. The liability of such parties is the same as that defined by the Laws of the State of Florida.

ARTICLE 8 - SUSPENSION OF WORK

8.1 The Owner may order the Consultant, in writing, to suspend all or any part of the work for such period of time as the Owner may determine to be appropriate for the convenience of the Owner.

8.2 If the performance of all or any part of the work for an individual assignment is suspended by the Owner, an adjustment may be made for any increase in cost of performance of the work due to annual adjustments, in accordance with Article 2, of Direct Salary Costs as contained in Exhibit A and the specific Purchase Order modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension to the extent (1) that performance would have been suspended by any other cause, including the fault or negligence of the Consultant or (2) for which an adjustment is provided for or excluded under any other provision of this Agreement.

ARTICLE 9 - INTEREST AND BENEFITS

9.1 Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed.

9.2 Interest of the Owner and Others. No officer, member or employee of the Owner and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to the Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in the Agreement or the proceeds thereof.

9.3 Prohibition against Contingency Fees. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, the Owner shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

9.4 Truth in Negotiation Certificate. The Consultant understands and agrees that execution of this agreement by the Consultant shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if the certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation hereunder as detailed in Appendix C - Work Plan and by this

reference made a part hereof are accurate, complete, current and for Federally assisted contracts consistent with the Federal cost principals contained in Title 48, Code of Federal Regulations (CFR), Part 31, at the time of contracting. Further, the Consultant agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the Owner determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within three (3) years following the completion date of this Agreement.

9.5 Activities in Sudan and/or Iran. Consultant has certified that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., RS&H, Inc. agrees the JAA may terminate this contract immediately without penalty if the Consultant is found to have submitted a false certification or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- 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 as published by the Office of the United States Trade Representative (U.S.T.R.);
- 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 included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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.

The Offeror/Consultant must provide immediate written notice to the Owner if the Offeror/Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 an Offeror or subconsultant:

- a. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R., or
- b. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list, or
- c. who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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 Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

ARTICLE 10 - ASSIGNABILITY AND INDEPENDENCE

10.1 Assignment. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the Owner thereto.

10.2 Independence. In the performance of 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 Owner. The Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this agreement.

10.3 Public Utilities and Permitting Authorities. Where privately, publicly or cooperatively owned utility companies require rearrangements in connection with the proposed scope of services, and when certain permits will be required for construction, the Consultant shall make the necessary contacts and confer with the responsible authorities regarding the respective requirements as they may affect the Scope of Service and apprise the Owner of the results of all such contacts. The Consultant shall make no commitment with the utilities or permitting authorities binding upon the Owner. The Owner shall conduct all negotiations with the assistance of the Consultant and bear sole authority to finalize all commitments.

ARTICLE 11 - DISADVANTAGED BUSINESS ENTERPRISES

11.1 Policy. It is the policy of the Jacksonville Aviation Authority and the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement. Generally, DBE participation is associated with federally funded projects; however, on projects that are JAA funded, JAA's Small Business Enterprise or SBE program applies, under which businesses properly certified as a local DBEs or as a Jacksonville Small and Emerging Business or JSEB will be considered towards the satisfaction of the Consultant's participation commitment contained in its Statement of Qualifications.

11.2 Disadvantaged Business Enterprises. Contract Assurance (§ 26.13) - The Consultant or its subconsultants 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 contract or such other remedy, as the recipient deems appropriate.

A fifteen percent (15%) participation goal has been established for the solicitation of this scope of services, in response to which the Consultant has made commitments as contained in its Statement of Qualifications, which commitments the Owner fully expects the Consultant to honor throughout the term of this Agreement. The Consultant's failure to honor said commitments shall represent a material breach hereunder.

ARTICLE 12 - COMPLIANCE WITH FEDERAL LAW

12.1 Compliance with Regulations. The Consultant shall comply with the regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21), hereinafter referred to as the Regulations, which are herein incorporated by reference and made a part of this agreement.

GENERAL CIVIL RIGHTS PROVISIONS

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

This provision binds the Consultant and sub-tier consultants 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.

12.2 Compliance with Nondiscrimination Requirements. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- a. Compliance with Regulations: The Consultant (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 Consultant, 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 Consultant 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 Consultant 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 Consultant of the Consultant’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 Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant 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 contractor’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:
 1. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 2. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. Incorporation of Provisions: The Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

12.3 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) 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;
- 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).

12.4 Information Reports. Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to the Consultant's books, records, accounts, or other sources of information, and its facilities as may be determined by the Jacksonville Aviation Authority or U. S. Department of Transportation, to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the Jacksonville Aviation Authority as appropriate, and shall set forth what efforts he has made to obtain the information.

12.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, Jacksonville Aviation Authority shall impose such contract sanctions as it or the U. S. Department of Transportation may determine to be appropriate, including, but not limited to:

12.5.1 Withholding of payments to the Consultant under contract until Consultant complies, and/or

12.5.2 Cancellation, termination or suspension of the contract, in whole or in part.

12.6 Incorporation of Provisions. Consultant shall include the provisions of Articles 12.1 through 12.6 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, orders, or instruction issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the Jacksonville Aviation Authority or the U. S. Department of Transportation may direct as a means of enforcing such provisions including actions for noncompliance, provided however, that in the event the Consultant becomes involved in or is threatened with, litigation with a subcontractor or a supplier as a result of such direction, the Consultant may request the Jacksonville Aviation Authority to enter into such litigation to protect the interest of the State of Florida. In addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 13 - ENERGY CONSERVATION REQUIREMENTS

Consultant and Subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq.*).

ARTICLE 14 - FEDERAL FAIR LABOR STANDARDS ACT CONTRACT CLAUSE

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

ARTICLE 15 - OCCUPATIONAL SAFETY AND HEALTH ACT CONTRACT CLAUSE

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. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

ARTICLE 16 - VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier consultants 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.

ARTICLE 17 - TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ARTICLE 18 - EQUAL OPPORTUNITY CLAUSE

18.1 During the performance of this contract, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

18.2 Debarment.

1. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT. By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

2. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT. The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:
 - a. Checking the System for Award Management at website:
<http://www.sam.gov>
 - b. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
 - c. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

ARTICLE 19 - CERTIFICATION REGARDING LOBBYING

- 19.1 The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 20 - CLEAN AIR AND WATER POLLUTION CONTROL

20.1 Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Consultant agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Consultant must include this requirement in all subcontracts that exceeds \$150,000.

ARTICLE 21 - CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

21.1 Overtime Requirements. No Consultant or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

21.2 Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

21.3 Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from

any moneys payable on account of work performed by the Consultant or subconsultant under any such contract or any other Federal contract with the same prime Consultant, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

21.4 Subconsultants. The Consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (1) through (4) of this clause.

ARTICLE 22 - DISPUTES

22.1 In the event a dispute arises relative to the interpretation of project requirements, prosecution and fulfillment of this agreement or any other matter of whatever nature related to this agreement, the parties shall attempt to settle the dispute through negotiation between the Owner and the Consultant. A condition precedent to negotiation or seeking judicial relief is that a timely written notice of the dispute shall be provided the other party stipulating the existence of a dispute and the basis for the aggrieved party's position. Said negotiated resolution of the dispute shall not, however, be binding on the Owner and Consultant until the settlement is reduced to writing and endorsed by the designated representatives of the Owner and Consultant.

It is understood and agreed that, for the purpose of this Article, the Senior Manager, Aviation Planning of the Jacksonville Aviation Authority, or its Executive Director/CEO, shall represent the Owner in all matters pertaining to this Article and shall act on behalf of the Owner, subject to review and approval by the Owner's governing body. It is further understood and agreed that David Alberts, or other representative(s) designated in writing by the Consultant to act in its behalf shall represent the Consultant in all matters pertaining to this Article and shall have the authority to bind the Consultant.

Nothing in this Agreement shall be construed as denying either the Owner or Consultant the right to seek judicial relief or from pursuing any other appropriate legal remedy, subject to the above notice requirement.

ARTICLE 23 - GOVERNING LAW AND NOTICES

23.1 Governing Law. Parties to this Agreement shall conform to applicable law including municipal code, State statutes and Federal law and regulation. The terms and performance under this Agreement shall be governed by the laws of the State of Florida. Venue for any actions shall be in Jacksonville, Duval County, Florida.

23.2 Notices. Notice for any claim for additional compensation must be in writing no more than ten (10) days from the date that the event giving rise to the claim was or should have been known. Written notices, including legal service of process during the term of this Agreement and

for the period of any applicable statute of limitation thereafter, shall be deemed to have been duly served if sent by certified mail to the following named individuals as authorized representatives of the Owner and Consultant.

FOR: JACKSONVILLE AVIATION AUTHORITY
Lauren Scott, A.A.E., ACE
Senior Manager, Aviation Planning
14201 Pecan Park Road
Jacksonville, Florida 32218

FOR: RS&H, INC.
Attn: Legal Department
10748 Deerwood Park Blvd South
Jacksonville, FL 32256

Any change in representative(s) of the Owner and/or Consultant authorized to receive notices shall be made in writing by certified mail.

ARTICLE 24 - FINAL PAYMENT RELEASE

Prior to final payment under this Agreement, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, the Consultant shall, upon the written request of the Owner, execute and deliver to the Owner a release of all claims against the Owner related to payment, which are specifically and conspicuously detailed in any transmittal of a request for final payment by the Consultant, arising under or by virtue of this Agreement except for those which are in the dispute resolution process or are being adjudicated in court. The release of claims shall be of form and content acceptable to the Owner.

ARTICLE 25 - EXTENT OF AGREEMENT

This Agreement represents the entire agreement between the Owner and the Consultant and supersedes all prior agreements, either oral or written. This Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formality as this Agreement.

ARTICLE 26 - PRECEDENCE OF DOCUMENTS (DESCENDING ORDER)

1. Amendments
2. Fiscal Year 2022 Billing Rates, Exhibit A
3. Agreement Document
4. Request for Statement of Qualifications
5. Proposal

ARTICLE 27 – NEGOTIATION OF THIS AGREEMENT

It is acknowledged that the language of this Agreement was negotiated by both parties that had the advice of counsel. Should any court determine that there is any ambiguity in the document, it is agreed that by preparation of this document, there shall be no prejudice to the JAA.

IN WITNESS WHEREOF, the Owner and the Consultant have executed this Agreement as of the dates indicated below.

RS&H, INC.
(Consultant)

Signature: _____

Name: Lisa Robert

Title: Executive Vice President

JACKSONVILLE AVIATION AUTHORITY
(Owner)

Signature: _____

Name: Mark VanLoh

Title: Chief Executive Officer

Form Approved: _____
Devin Reed, Chief Legal Officer

Attachments: Exhibit A - Fiscal Year 2022 Billing Rates

Exhibit A

Fiscal Year 2022 Billing Rates

EXHIBIT A

To The

JACKSONVILLE AVIATION AUTHORITY
PROFESSIONAL PLANNING CONSULTANT SERVICES (2021-2025)

RS&H Inc.

FISCAL YEAR 2022 BILLING RATES

The following billing rates shall be used to compute the direct salary, overhead, direct non-salary expenses, and profit allowances for the Consultant for each Project Proposal prepared under the JAA Professional Planning Consultant Services through September 30, 2022 at which time re-negotiation of the rates may be necessary.

1. DIRECT SALARY COSTS

Project Director	\$98.00
Senior Project Manager	\$85.00
Project Manager	\$59.00
Senior Engineer	\$80.00
Senior Planner	\$75.00
Senior Architect	\$75.00
Project Engineer	\$50.00
Project Architect	\$50.00
Engineer	\$38.00
Planner	\$38.00
Architect	\$38.00
Sr. Environmental Specialist	\$75.00
Environmental Specialist	\$50.00
Senior CADD Technician	\$45.00
CADD Technician	\$35.00
Senior Resident Inspector	\$58.00
Resident Inspector	\$45.00
Admin Asst/Word Proc	\$29.00

Consultant Services
Exhibit A - Billing Rates

2. LABOR AND GENERAL AND ADMINISTRATIVE OVERHEAD

Percent of Direct Salary (DS)	166.92%
Extension of Staff percent of DS	147.88%

3. DIRECT NON-SALARY EXPENSES (*)

Auto Mileage/per mile	\$ 0.50
Meals/not to exceed	\$51.00/day
Per Diem	\$51.00/day
Outside Print/sheet	\$ 7.00/sheet
Printing-blue line/per sheet	\$ 1.50/sheet
Outside Print-Photo/sheet	\$ 0.20/sheet

4. FIXED PAYMENT FOR PROFIT

Percent of Direct Salary and Overhead Costs of the Consultant	15.00%
---	--------

5. OUTSIDE SERVICES At Cost