MASTER AGREEMENT FOR PROFESSIONAL PROGRAM MANAGEMENT SERVICES

AGREEMENT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT is effective this 17th day of December, 2024,

by and between the **Town of Eatonville,** ("Owner"), a public and governmental body existing under and by virtue of the laws of Florida, with a business address at **307 E Kennedy Blvd, Eatonville, FL 32751 ,** and **Geotech Consultants International, Inc. dba GCI Inc.,** ("Consultant"), a Florida corporation licensed to do business in Florida, with a business address at **2290 North Ronald Reagan Blvd., Suite 100, Longwood, FL 32750.**

WITNESSETH:

WHEREAS, the Owner desires to employ the Consultant to provide professional services for Continuing Program and Project Management Services, as described herein, at the City of Eatonville and

WHEREAS, the Consultant is licensed, qualified, willing and able to perform the professional services required on the terms and conditions hereinafter set forth; and

WHEREAS, the Owner has given public notice of the professional services to be rendered pursuant to this Agreement, a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference; and

WHEREAS, the selection of the Consultant has been made in accordance with the provisions of 49 CFR Part 18, and the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Owner and the Consultant do hereby agree as follows:

ARTICLE 1-GENERAL PROVISIONS

1.1 Basic Definitions

Wherever used in this Agreement, the following terms have the meanings indicated, which are applicable to both the singular and plural thereof:

1.1.1 Additional Services

Services which may be requested from the Consultant by the Owner in addition to the Basic Services covered by this Agreement. Additional Services, if any, will be defined in an Addendum to this Agreement.

1.1.2 Agreement

The Agreement for Professional Services between the Consultant and Owner, including all Exhibits listed in Article 20 of this Agreement, including all amendments and addenda hereto.

1.1.3 Basic Services

The Basic Services to be performed by the Consultant for the Owner as described in **Exhibit A and B** of this Agreement.

The following abbreviations will be used throughout this Agreement:

1. FAA- Federal Aviation Administration
2. FDOT -- Florida Department of Transportation
3. TSA-- Transportation Security Administration
4. DOT -U.S. Department of Transportation
5. City - City of Eatonville

1.1.5 Consultant's Compensation

Consultant's Compensation means the fees and expenses incurred directly in connection with the performance or furnishing of Basic and Additional Services for which the Owner shall pay the Consultant as indicated in **Exhibit A.**

1.1.6 Services

Services means both Basic and Additional Services performed by the Consultant for the Owner under this Agreement.

ARTICLE 2 -SERVICES TO BE PROVIDED BY THE CONSULTANT

2.1 Basic Services

2.1.1 The Consultant hereby agrees to provide professional services required for Basic Services as defined in **Exhibit A.**

2.1.2 The Consultant shall perform Basic Services in accordance with the terms and conditions of this Agreement and with all applicable federal, state and local laws, regulations, rules and ordinances then in effect or as amended.

2.2 Additional Services

The Consultant agrees to perform such Additional Services as may be negotiated between the Owner and the Consultant and set forth in an Addendum to this Agreement, executed by the Owner and Consultant. An Addendum for Additional Services will establish either a lump sum amount or per diem or hourly rates with a not to exceed limit for the cost to complete the Additional Services. Hourly rates shall be those most recently negotiated rates with the Owner. In the event that unit prices were defined for various services in this Agreement for Basic

Services, these same unit rates shall be used as the basis for determining the cost for Additional Services. An Addendum will also define the amount of time for the Consultant to complete the Additional Services. It is expressly understood, however, that the Owner shall have no obligation to authorize the Consultant to perform any Additional Services under this Agreement. Additional Services will be performed in accordance with the terms of this Agreement and all applicable federal, state and local laws, regulations, rules and ordinances then in effect or as amended.

2.3 Personnel

The Consultant agrees to retain the necessary qualified personnel to perform all Basic and Additional Services for the Owner pursuant to this Agreement and any Addenda hereto. Consultant shall ensure that all such personnel, while performing Services hereunder, shall conduct themselves in a professional manner. The Consultant further agrees to remove promptly any personnel from performing Services as the Owner shall request in writing, which request may be made by the Owner with or without cause, and to replace promptly such personnel with another of the Consultant's qualified personnel who shall be approved in writing by the Owner

2.4 Subconsultants

2.4.1 The Consultant, in order to supplement its forces with additional expertise and to meet its Article 18 requirements of small business participation, may employ other entities and individuals to serve as subconsultants. All subconsultants proposed for the services shall be selected by the Consultant from a prequalified pool of subconsultants previously approved the Owner's Professional Services Committee. The pool of approved subconsultants shall be developed cooperatively by Owner and Consultant, following advertisement and an outreach program, in order to identify qualified small businesses that are available to provide the necessary services. Approval of any proposed subconsultant shall be in Owner's sole discretion. All proposals that include subconsultant personnel that were not expressly included in the subconsultant's Statement of Qualifications must include resumes and a detailed scope of work to be performed by the proposed personnel. No payment will be made for work performed by subconsultant personnel that are not specifically identified in an approved proposal.

2.4.2 The Consultant agrees, at the Owner's written request, which may be made by the Owner with or without cause, to terminate promptly the services of any Subconsultant and to replace promptly each such terminated Subconsultant with a qualified firm or individual approved by the Owner in writing. The Consultant further agrees to cause the Subconsultants to remove promptly any employees providing Services under this Agreement as the Owner shall request in writing, which may be made by the Owner with or without cause, and to replace promptly each such employee with another qualified employee acceptable to the Owner.

2.4.3 The Owner shall have no liability or obligation to the Subconsultants hereunder.

2.4.4 The Owner shall have the right, but not the obligation, based upon sworn statements of accounts from the Subconsultants, and in accordance with the Consultant's written request, to pay a specific amount directly to a Subconsultant. In such event, the Consultant agrees any such payments shall be treated as a direct payment to the Consultant's account.

2.4.5 Subconsultant fees shall be billed to the Owner at cost with no additional markup applied by the Consultant. Additionally, previously negotiated Subconsultant hourly rates shall be utilized in proposals for Additional Services.

2.4.6 All Services performed by Subconsultants under this Agreement shall be pursuant to an appropriate written agreement between the Consultant and each Subconsultant. The Consultant shall require each Subconsultant to be bound to the Consultant by all the terms of this Agreement, and to be responsible to the Consultant for all the obligations and responsibilities for which the Consultant, pursuant to this Agreement, is responsible to the Owner, except as provided in Paragraph 15.5.13. The Consultant shall make available to each proposed Subconsultant, prior to execution of the Subconsultant's agreement, a copy of this Agreement. When requested by the Owner, the Consultant shall submit copies of the written agreements between the Consultant and the Subconsultants.

2.5 Consultant's Standards of Performance

The Consultant shall use professional standards of care and performance to perform all Services in such quality and sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by the Owner and as required by the project. The Services must be provided in a manner that is consistent with the level of reasonable care, skill, judgment and ability provided by professionals providing a similar type of Services in the same geographic area.

2.6 Consultant's Liability

The Consultant shall be and remain liable in accordance with applicable law for all damages to the Owner and the Owner's property caused by the improper acts, errors or omissions of the Consultant or by any Subconsultants in performing any Services. The term "improper acts, errors or omissions" shall include, but not be limited to, negligent, reckless, wanton, intentional, or willful failure to perform the Services in accordance with the professional standard of care and performance for each Service set forth in this Agreement.

2.7 Consultant's Obligation to Correct Errors or Omissions

The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and other services furnished by the Consultant. If any design work or submittal prepared by the Consultant contains an error, omission, deficiency or mistake, Owner reserves the right to backcharge reasonable costs incurred in identifying, documenting, and remedying any such error, omission, deficiency or mistake.

Such backcharge amounts may be deducted from any payment(s} due the Consultant. If the payments due the Consultant are not sufficient to cover such amount(s), the Consultant shall be responsible for paying the difference to Owner. See EDC-09A for backcharge review process.

Upon written notice from Owner the Consultant shall, without additional compensation, correct or revise any errors, omissions, mistakes or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, work, and materials resulting from the improper act, error or omission of the Consultant or any Subconsultants.

2.8 Consultant's Obligation to Repair Damaged Property

The Consultant shall promptly repair, at its sole cost and expense and in a manner acceptable to the Owner, any damage caused by the improper act, error or omission of the Consultant to facilities operated or controlled by the Owner or any third party to which the Owner is accountable, or any improvements or property located thereon. If any damage is caused partially by improper acts or omissions of the Owner or a third party for whom the Consultant is not responsible, all parties shall bear their proportional share of the repair costs based upon the parties' relative degree of fault.

2.9 Owner's Approval shall not Relieve Consultant of Responsibility

Review or approval by the Owner of data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and incidental work or materials furnished hereunder shall in no way relieve the Consultant of responsibility for the technical adequacy and accuracy of Services performed by the Consultant. Neither the Owner's review, approval, acceptance of, nor payment for, any of the Services under this Agreement shall constitute a waiver of any of the Owner's rights under this Agreement or of any cause of action it may have arising out of the this Agreement.

2.10 Non-Exclusive Rights

The rights granted to the Consultant hereunder are nonexclusive, and the Owner reserves the right to enter into agreements with other consultants to perform professional services, including without limitation, any of the Services provided for herein.

2.11 Consultant's Compliance with Laws and Regulations

2.11.1 The Consultant and its employees and Subconsultants shall promptly observe and comply with all applicable federal, state and local laws, regulations, rules and ordinances then in effect or as amended ("laws"), including, but not limited to, the laws governing the wages paid by the Consultant to its employees.

2.11.2 The Consultant shall procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for the Consultant to render its Services hereunder

2.11.3 Effective January 1, 2021, the Consultant shall register with and utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (E-Verify), in accordance with the terms governing the use of the system, to verify the work authorization status of all newly hired employees, performing work in the United States. The Consultant shall include an express provision in all Subcontracts requiring the Subconsultants and Subcontractors to do the same and require all Subconsultants and Subcontractors to provide the Consultant with an affidavit stating that the Subconsultant/Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant must retain all such affidavits for the duration of the Contract. In accordance with Florida Statutes §448.095, the Owner shall terminate this Contract if Owner has a good faith belief that the Consultant knowingly employs an unauthorized alien or has otherwise violated Florida Statute

§448.09(1). The Owner shall require the Consultant to terminate the contract of a Subconsultant/Subcontractor if Owner has a good faith belief that the Subconsultant/Subcontractor has knowingly violated Florida Statute

§448.09(1). The Consultant may challenge any such termination in accordance with Florida Statutes §448.095. Consequences for a violation of this subsection also include liability for the Owner’s costs because of the termination-and debarment for at least one (1) year in accordance with Florida Statutes §448.095.

2.12 Consultant is not Owner's Agent

The Consultant is not authorized to act as the Owner’s agent hereunder and shall have no authority, expressed or implied, to act for or bind the Owner hereunder, unless set forth in Addenda hereto.

2.13 Reduced Scope of Services

The Owner shall have the right, by written notice to the Consultant, to reduce the scope of Services to be rendered hereunder. In the event the scope of Services are reduced by the Owner, the Consultant shall promptly notify the Owner in writing after receipt of such notice of the amount by which the total compensation for that particular scope or service should be reduced. The reduction in compensation shall be calculated on the basis of the Consultant's labor estimates and labor-hour costs for such Services and the related reimbursable expenses. The Consultant's notice to the Owner shall show this calculation in reasonable detail. The Owner shall, with reasonable promptness after receipt of the Consultant's calculation of compensation reduction, notify the Consultant in writing of its acceptance or objection to the amount of compensation reduction, together with the Owner's determination of the proper amount of compensation reduction, which determination shall be conclusive.

2.14 Suspension

If the Owner suspends the Project, or any portion thereof, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the services. The fees for the remaining services and the time schedules shall be equitably adjusted. If the Owner suspends the Project or a portion thereof for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

2.15 Consultant's Representative

The Consultant shall designate a person to act as the Consultant's Representative as identified in **Exhibit A.** The Consultant's Representative shall have complete authority on behalf of the Consultant to transmit or receive information, to propose or proceed with action requested by the Owner and to execute Addenda on behalf of the Consultant.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

3.1 Furnishing Information and Instructions; Examination of Documents

3.1.1 Upon request by the Consultant, the Owner will make available for the Consultant's investigation and use the Owner's library of record documents for the Owner's existing facilities, and other information pertinent to the

Services which may be available, including any survey and geotechnical information. However, it will be the Consultant's responsibility to research these existing documents to determine which, if any, are applicable to the Services. It will also be the Consultant's responsibility to verify all applicable information shown on the Owner's record documents or any other information provided by the Owner prior to relying upon such information for execution of the Services.

3.2 Review of Consultant's Submittals

Subject to the provisions of this Agreement, the Owner may examine all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda and other documents and instruments prepared by the Consultant and delivered to the Owner pursuant to this Agreement, within a reasonable time so as not to unreasonably delay the Consultant in the rendering of its Services. The Owner will promptly notify the Consultant of any observed deviations from the Scope of Services as defined herein and in the attached **Exhibit A,** errors or other defects in such data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda and other documents and instruments.

3.3 Reasonable Access

The Owner will allow the Consultant reasonable access to facilities controlled by the Owner to enable the Consultant to perform the Services. The Consultant agrees that such rights of

access shall not be exercised in a manner or to such extent as to impede or interfere with the operation of the Owner's facilities, or with the operations of the Owner's lessees, licensees, or permittees of the Owner or the applicable owners of such facilities. The Consultant further agrees to abide by all applicable regulations regarding access to the Owner's facilities, including access to Airfield Operating Areas (AOA). The Consultant will obtain all necessary badges and clearances required for such access by the Consultant's personnel at no additional cost to the Owner.

3.4 Owner's Representative

The Owner's Representative, as identified in **Exhibit A,** acts as the Owner's Representative with respect to

Services to be provided by the Consultant under this Agreement.

ARTICLE 4 - TIME

4.1 The Consultant's Services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Services through completion.

4.2 The date for commencement of the Services by the Consultant is the effective date of the Notice to Proceed.

4.3 **A schedule** for the Services shall be included in each Addendum by executing an Addendum, the Consultant acknowledges that the schedule set forth in such Addendum is both realistic and achievable, and that the Services will be completed within the time frame set forth in the schedule.

4.4 If, at any time prior to completion of the Services, the Consultant determines that the Services are not progressing according to the schedule as set forth in the Addendum, the Consultant shall immediately notify the Owner in writing and shall provide a description of the cause of the delay, the effect on the schedule and the recommended action to meet the schedule.

ARTICLE 5--PAYMENTS TO CONSULTANT FOR SERVICES AND REIMBURSABLE EXPENSES

5.1 Compensation for Services

For Services rendered by the Consultant, the Owner shall pay the Consultant in accordance with the payment terms defined in **Exhibit A.** To obtain payment in the most expeditious manner, the Consultant may enroll in the Viewpost

payment software program which includes an option for electronic funds transfer. The Owner will provide instructions on the enrollment process.

5.2 Reimbursable Expenses

5.2.1 The Owner shall pay the Consultant for Reimbursable Expenses incurred by the Consultant as defined in **Exhibit A and Exhibit C, Paragraph 4.**

5.2.2 Reimbursement for travel, for either Basic or Additional Services, shall be made in accordance with the

Owner's travel policy attached as **Exhibit D.**

5.3 Invoices

5.3.1 The Consultant shall submit invoices to the Owner, in the form attached as **Exhibit C,** no more frequently than monthly, for all Services rendered hereunder since the last monthly invoice. Invoices shall be in a form and with detail satisfactory to the Owner and shall include the nature and amount of each expense, separated and identified as reasonably requested by the Owner. The Consultant shall submit one (1) original of the invoice to the Owner, by uploading the invoice in accordance with the Owner's instructions.

5.3.2 Monthly invoices shall also contain the following information:

- Lump sum amount invoices shall include a percentage of such lump sum fee equal to the percentage of Services completed since the last monthly invoice.
- Per Diem or hourly rates invoices shall be based upon the number of days or hours of service actually rendered by the Consultant and its Subconsultants since the last monthly invoice, broken down by appropriate billing classifications.
- Monthly invoices for Reimbursable Expenses incurred since the last monthly invoice shall include the nature and amount of each expense, the date on which it was incurred, and the task to which each expense relates, submitted in a form and with detail satisfactory to the Owner.
- Certification from a Principal or Officer that amounts previously paid by the Owner to the Consultant for work, expenses, supplies, etc. of Subconsultants have been disbursed.
- .Consultant Disbursement Form included in Exhibit C.

5.3.4 The Consultant represents and warrants that all billable hours and rates furnished by the Consultant to the Owner shall be accurate, complete and current as of the date of this Agreement or Addenda hereto. Current rates are defined as the most recently negotiated rates with Consultant and Subconsultants. Consultant shall also verify that Subconsultant rates are accurate, complete and current prior to submission of invoices. The Consultant further covenants and agrees that all billing rates, estimates of the percent of Services which have been completed, and other factual unit costs furnished by the Consultant to the Owner to support any lump sum amount, or per diem or hourly rates, which the Owner agrees to pay for any Services shall be accurate, complete and current as of the date of this Agreement or any Addenda authorizing the Consultant to perform Services. The making of any willfully false statement by the Consultant in a monthly invoice shall be grounds for the immediate termination by the Owner of this Agreement.

5.3.5 The Owner shall notify the Consultant in writing of any objection to the amount of such invoice, together with the Owner's determination of the proper amount of such invoice. Such notice shall be accompanied by the Owner's payment of any undisputed portion of such monthly invoice. Any dispute over the proper amount of such monthly invoice shall be resolved by mutual agreement of the parties, and after final resolution of such dispute, the Owner shall promptly pay the Consultant the amount so determined, less any amounts previously paid by the Owner with respect to such monthly invoice. In the event it is determined that the Owner has overpaid such monthly invoice, the Consultant shall promptly refund the amount of such overpayment to the Owner, together with interest thereon at the rate of 6% per annum from the date such amounts were paid by the Owner.

5.3.6 Consultant shall, upon written request from the Owner, provide such records to verify payment to Sub- consultants. Records may include, but not be limited to, cancelled checks, invoices and other financial information.

5.3.7 Upon completion of the performance of Additional Services covered by any particular Addenda, or as agreed to by the parties, Consultant shall submit a final invoice and denote "Final Invoice" on same.

5.4 Adjustment to Fees

In addition to any other rights or remedies available to the Owner, the Owner shall have the right to adjust the fee payable to the Consultant for any Services in order to prevent payment by the Owner of any sum which the Owner determines was increased due to inaccurate, incomplete, non-current billing rates, hours or estimate of completion status, and other factual unit costs, provided that such adjustment is made by the Owner within one year from the date of payment by the Owner of the Consultant's final invoice for the Services to which the adjustment relates.

5.5 Annual Rate Adjustment

The per diem or hourly rates set forth in **Exhibit A** may be reviewed annually on or before the anniversary date of this Agreement. In the event Consultant has more than one Agreement with the Owner, the anniversary date will be the latter Agreement's anniversary date. Any adjustments to per diem or hourly rates shall be negotiated, approved in writing by the Owner and shall be effective no earlier than the anniversary date of the Agreement. Adjusted billing rates cannot be utilized for billable hours performed prior to the approval date. Subconsultant billing rates may or may not be affected by the annual rate adjustment, i.e. Subconsultant with rates negotiated under another agreement and within one year of those negotiated rates.

ARTICLE 6 - RECORDS

6.1 Maintenance of Records

The Consultant shall maintain complete and accurate records relating to all Services rendered by Consultant and any Sub-consultants pursuant to this Agreement. Records shall be kept in a form reasonably acceptable to the Owner. Records and invoices for Services shall include all of the information required in order to determine the Consultant's monthly hours for each employee rendering Services hereunder, and shall identify the Services rendered by each employee in a manner acceptable to the Owner. Records for Reimbursable Expenses shall identify the nature and amount of each expense the date on which it was incurred, and the task to which the expense relates.

6.2 Access to Records and Reports

The Consultant shall maintain an acceptable cost accounting system. All of the Consultant's books. documents, papers and records directly relating to Services shall, upon reasonable notice by the Owner, be made available to the Owner, the FAA, the TSA, the FOOT and the Comptroller General of the United States of America, all of whom shall have the right from time to time, through their respective duly authorized representatives, at all reasonable times, to review, inspect, audit or copy the Consultant's records. Production of such records by the Consultant shall not constitute promulgation and shall retain in the Consultant all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Consultant has overstated its hours of service, Reimbursable Expenses, per diem or hourly rates for any month, or percentage of lump sum amount earned in any month, the amount of any overcharge paid by Owner as a result of an overstatement shall forthwith be refunded by the Consultant to the Owner with interest thereon, if any, at a rate of six percent (6%) per annum on the overstated amount accrued from forty-five (45) days after the Owner's notice to the Consultant of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Consultant's statement for that month, the entire reasonable expense of the audit shall be borne by the Consultant. The Consultant shall retain all

records, books, and reports required under this Contract and shall make same available to the requesting party for a period of five (5) years from the date of payment by the Owner of the final invoice for the Services and all pending matters are closed. The Consultant shall insert this provision into any lower tier contract.

6.3 Public Records

When the Consultant receives any request to inspect or copy any records that relate to this Agreement, it shall promptly provide the Owner with a copy of the request. The Owner will respond to each such request on behalf of itself and the Consultant and the Consultant agrees to fully cooperate with the Owner with regard to all records requests and comply with all decisions made by the Owner regarding the production/disclosure. The Consultant shall:

- Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the services being performed by the Consultant.
- Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, as amended, or as otherwise provided by law.
- Except as authorized by law, ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed *for the duration of the Agreement, as well as following completion or termination of the Agreement if the Consultant does not transfer the records to the Owner.*
- Meet all requirements for retaining public records and *upon completion or termination of the Agreement,* transfer, at no cost, to the Owner all public records in possession of the Consultant *or keep and maintain the public records required by the Owner and the law to perform the Services. If the Consultant transfers all public records to the Owner upon completion or termination of the Agreement, the Consultant shall* destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner. *If the Consultant keeps and maintains public records upon completion or termination of the Agreement, the Consultant shall meet all applicable requirements for retaining public records.*
- Failure to grant such public access or otherwise comply with the Owner's request for records will be grounds for immediate termination of this Agreement by the Owner.
- *Failure to provide the public records to the Owner within* a *reasonable time may also subject the Consultant to penalties under section 119. 10, Florida Statutes.*
- *If* a *civil action is filed against Consultant to compel production ofpublic records relating to this Agreement, Consultant will be solely responsible and liable for its attorney's fees and any resulting damages.*

ARTICLE 7 -TERM OF AGREEMENT AND TERMINATION

7.1 Term of Agreement

The term of this Agreement shall be for a period of three (3) years from the effective date shown on Page 1. The Owner, with the mutual agreement of the Consultant, may elect to renew this Agreement for two (2) additional one-year periods. The Consultant shall perform all services authorized during any renewal period in accordance with the terms and conditions set forth herein with the exception of projects funded under the FAA Airport Improvement Program (AIP) which shall be limited to those projects which are expected to be initiated within five (5) years of the date of the fully executed Agreement.

7.2 Agreement Termination - Default

This Agreement or the Services performed hereunder may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement, or under any Addendum hereto, through no fault of the terminating party; provided, however, that no such termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. The Consultant's obligations to the Owner arising from the Consultant's improper acts or omissions shall survive the termination of this Agreement. In the event the termination is due to Consultant's failure to fulfill the Consultant's obligations, the Consultant must deliver to Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and material prepared by the Engineer under the Agreement, whether complete or partially complete. In the event the termination is due to Consultant's failure to fulfill the Consultant's obligations, the Owner may take over the work and prosecute the same to completion by Agreement or otherwise pursuant to the provisions herein. In such case, the Consultant shall be liable to the Owner for any additional cost occasioned to the Owner thereby. Owner reserves the right to withhold payments to Consultant until such time the default is cured, if applicable, or the Owner elects to terminate the Agreement. Any compensation paid to Consultant for satisfactory work completed up and through the date the Consultant received the termination notice will not include anticipated profit on non-performed services under any circumstance. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the contract price shall be made as provided herein. The duties and obligations imposed by this Agreement 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.

7.3 Agreement Termination - Convenience

This Agreement or the Services performed hereunder may be terminated in whole or in part in writing by the Owner for its convenience and an equitable adjustment in the contract price shall be made; provided, however, that the Consultant shall be given (1) not less than thirty (30) calendar days written notice of intent to terminate; and (2) an opportunity for consultation with the Owner (in the manner determined by the Owner in its sole discretion) prior to termination. Any compensation paid to Consultant for satisfactory work completed up and through the date the Consultant received the termination notice will not include anticipated profit on non-performed services under any circumstance. Upon receipt of the notice of termination, except as explicitly directed by Owner, the Consultant must immediately discontinue all services affected. Upon termination of the Agreement, the Consultant must deliver to Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and material prepared by the Engineer under the Agreement, whether complete or partially complete. The duties and obligations imposed by this Agreement 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 bylaw.

7.4 Agreement Termination - False Certification/Scrutinized Company

Owner may terminate this Agreement for cause and without the opportunity to cure if the Consultant is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

In the event this agreement is for One Million Dollars ($1,000,000.00) or more, Owner may terminate this Agreement for cause and without the opportunity to cure if the Consultant is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

7.5 Addenda Termination

Owner may terminate Addenda without cause by verbal or written notification to Consultant. Upon notification, Consultant will immediately discontinue all Services specified in the Addenda and submit a final invoice to the Owner within thirty (30) days of Owner's notice of termination to Consultant for those services actually performed.

7.6 Termination - Price Adjustment

In connection with any termination of the Agreement or any Addenda, the Consultant shall have no entitlement to recover anticipated profit for Services or other work not performed.

7.7 Notice of Intent to Terminate

Upon the Owner's giving of notification of termination of the Consultant, or upon the Consultant's giving of notice of intent to terminate as provided herein, the Consultant shall: (1) promptly discontinue all Services affected (unless the Owner directs otherwise); and (2) upon request, deliver or otherwise make available to the Owner all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been prepared or accumulated by the Consultant or by the Subconsultants in performing Services under this Agreement, whether completed or in process. The rights and remedies of the Owner provided in this Agreement are in addition to any other rights and remedies provided by law or under this Agreement.

7.8 Owner's Right to Complete Terminated Services

Upon termination pursuant to this Agreement, the Owner may take over the Services and perform the Services to completion by agreement with another party or otherwise. In doing so, the Owner shall not waive its right to pursue any remedy that it may have against the Consultant arising out of the Consultant's performance hereunder.

7.9 Remedies

The duties and obligations imposed by the Agreement and the rights and remedies available hereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

ARTICLE 8 - DOCUMENTS AND DRAWINGS

8.1 Furnishing Copies

8.1.1 Except as otherwise provided in this Agreement or in any Addendum hereto, the Consultant shall furnish the Owner one (1) editable electronic media copy in original software format, one (1) in PDF format and one (1) hard copy of all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, and all other documents and instruments of any type or nature (except working papers), which have been prepared by the Consultant or by the Subconsultants in rendering Services. The Consultant further agrees that at the Owner's request, the Consultant shall cause one or more of its qualified employees to review promptly personally with the Owner's designated representatives any and all such drawings and documents. Copies of drawings and documents shall be furnished to the Owner by the Consultant at the Owner's request, and except as otherwise provided in any Addendum for Additional Services, the Consultant shall receive a reasonable amount for reimbursement of its cost for such additional copies.

8.1.2 Except as otherwise provided in any Addendum for Additional Services, the Consultant shall immediately upon the termination of this Agreement for any reason, furnish to the Owner at no additional cost or expense one reproducible copy, in media acceptable to the Owner and one complete set on electronic media, of all drawings and documents which have been prepared or accumulated by the Consultant or by any Subconsultant in rendering Services but which have not been furnished previously to the Owner by the Consultant pursuant to this Agreement.

8.2 Ownership

All documents prepared or accumulated by the Consultant in rendering Services shall be the sole property of the Owner and the Owner shall be vested with all rights therein of whatever kind and however created; provided, however, that the Consultant shall have no liability to the Owner for the Owner's use of the Consultant's work product unless used in connection with this Agreement or any Amendments or Addenda thereto, or for the Owner's use of work product of the Consultant which is delivered to the Owner in incomplete form, accompanied by written notice to the Owner that such work is incomplete describing in sufficient detail why the documents are incomplete. No reports, maps, drawings, specifications or other documents produced in whole or in part under this Agreement shall be the subject of any application for copyright by or on behalf of the Consultant or any of its Subconsultants.

8.3 Identification of Documents

All drawings, specifications, reports, maps and other documents completed as part of this Agreement, other than documents provided exclusively for internal use by the Owner, shall contain the month and year the document was prepared, the words, "Orlando International Airport" or "Orlando Executive Airport," as the case may be, or such other notations as the Owner may direct in writing.

8.4 Confidentiality

The Consultant shall not, during the term of this Agreement and forever thereafter, knowingly divulge, furnish or make available to any third person, firm or organization, without the Owner's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any information generated by the Consultant or received from the Owner, concerning the Services rendered by the Consultant or any Subconsultant pursuant to this Agreement. The Owner's intent is to protect security and proprietary information. The Owner does not intend to restrict the Consultant from normal publication, marketing or awards activities and will not unreasonably withhold its consent.

8.5 Sensitive Security Information

The Consultant shall not, during the term of this Agreement and forever thereafter, knowingly divulge, furnish or make available any sensitive security information to any third person, firm or organization, without the Owner's knowledge and prior written consent, including requests for said information made in the course of judicial or legislative proceedings where such information has been properly subpoenaed, Consultant is further prohibited from releasing and reproducing security sensitive information within Consultant's firm and distribution among Consultant's Subconsultants without the Owner's knowledge and prior written consent.

8.5.1 SSI: Sensitive Security Information -- also noted as (SSI) -- is information that, if publicly released, would be detrimental to transportation security, as defined by Federal regulation 49 C.F.R. part 1520. Although SSI is not classified information, there are specific procedures for recognizing, marking, protecting, safely sharing, and destroying SSL Persons receiving SSI are considered "covered persons" under the SSI regulation in order to carry out responsibilities related to transportation security and are obligated to protect this information from unauthorized disclosure.

8.5.2

- The following information indicates requirements for access to, control of, and/or distribution of Project Documents Marked as Sensitive Security Information or SSI.
    - You Must -- Lock All SSI: Store SSI in a secure container such as a locked file cabinet or drawer (as defined by Federal regulation 49 C.F.R. part 1520.9 (a)(1)).
- You Must -- When No Longer Needed, Destroy SSI: Destruction of SSI must be complete to preclude recognition or reconstruction of the information (as defined by Federal regulation 49 C.F.R. part 1520.19).
- You Must -- Mark SSI: The regulation requires that even when only a small portion of a paper document contains SSI, every page of the document must be marked with the SSI header and footer shown at left (as defined by Federal regulation 49 C.F.R. part 1520.13). Alteration of the footer is not authorized.

- Reasonable steps must be taken to safeguard SSI. While the regulation does not define reasonable steps, the TSA SSI Branch offers the following best practices as examples of reasonable steps:
    - Use an SSI cover sheet on all SSI materials.
    - Electronic presentations (e.g., PowerPoint) should be marked with the SSI header on all pages and the SSI footer on the first and last pages of the presentation.
    - Spreadsheets should be marked with the SSI header on every page and the SSI footer on every page or at the end of the document.
    - Video and audio should be marked with the SSI header and footer on the protective cover when able and the header and footer should be shown and/or read at the beginning and end of the program.
- CDs/DVDs should be encrypted or password-protected and the header and footer should be affixed to the CD/DVD.
    - Portable drives including "flash" or "thumb" drives should not themselves be marked, but the drive itself should be encrypted or all SSI documents stored on it should be password protected.
    - When leaving your computer or desk you must lock all SSI and you should lock or tum off your computer.
    - Taking SSI home is not recommended. If necessary, get permission from a supervisor and lock all SSI at home.
    - Do not handle SSI on computers that have peer-to-peer software installed on them or on your home computer.
    - Transmit SSI via email only in a password protected attachment, not in the body of the email. Send the password without identifying information in a separate email or by phone.
    - Passwords for SSI documents should contain at least eight characters, have at least one uppercase and one lowercase letter, contain at least one number, one special character and not be a word in the dictionary.
    - Faxing of SSI should be done by first verifying the fax number and thatthe intended recipient will be available promptly to retrieve the SSI.
    - SSI should be mailed by U.S. First Class mail or other traceable delivery service using an opaque envelope or wrapping. The outside wrapping (i.e. box or envelope) should not be marked as SS I.
    - Interoffice mail should be sent using an unmarked, opaque, sealed envelope so that the SSI cannot be read through the envelope.
    - SSI stored in network folders should either require a password to open or the network should limit access to the folder to only those with a need to know.
    - Properly destroy SSI using a cross-cut shredder or by cutting manually into less than ½ inch squares.
    - Properly destroy electronic records using any method that will preclude recognition or reconstruction.
    - Maintain an up-to-date record of all SSI Documents and list of persons with access to SSI Documents.

C. When transmitting SSI, the SSI marking must be applied to the transmittal document (letter, memorandum, or fax). The transmittal document must contain, if applicable, a disclaimer noting that it is no longer SSI when it is detached from the SSI it is transmitting (transmittal e-mails do not need to contain this disclaimer), and a warning that if received by an unintended or different recipient, the sender must be notified immediately.

D. When discussing or transmitting SSI to another individual(s), OHS Covered Persons must ensure that the individual with whom the discussion is to be held or the information is to be transferred has a valid Need-to-know. In addition, OHS Covered Persons must ensure that precautions are taken to prevent unauthorized individuals from overhearing the conversation, observing the materials, or otherwise accessing the information.

E. SSI shall be mailed in a manner that offers reasonable protection of the sent materials and sealed in such a manner as to prevent inadvertent opening and show evidence of tampering.

F. SSI may be mailed by U.S. Postal Service First Class Mail or an authorized commercial delivery service such as OHL or Federal Express.

G. SSI may be entered into an inter-office mail system provided it is afforded sufficient protection to prevent unauthorized access, e.g., sealed envelope.

8.5.3 ACKNOWLEDGEMENT OF SENSITIVE SECUITY INFORMATION

A. The Owner has deemed there may be components of this project to be of critical concern due to said component scope. Executing this document is acknowledging the Security Sensitive Information (SSI) requirements and the proper Safeguarding of Sensitive but Unclassified Information.

B. Below is the SSI language from 49 CFR Part 15.13 that will be incorporated into the all construction drawing sheets and on the project manual components that are SSI:

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520 or that may be otherwise exempt from public disclosure pursuant to Florida Statutes sections 331.22, 119.071, and/or 281.301. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of both the Greater Orlando Aviation Authority and either the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action.

1. I have the express authority to sign this agreement and hereby consent to all conditions stated herein, in consideration of my being granted conditional access to certain information, specified in paragraph (1) above, that, is owned by, produced by, or in the possession of the Greater Orlando Aviation Authority.

2. Sensitive Security Information. I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of SSI information as cited

in this Agreement and in accordance with 49 CFR Part 1520, "Protection of Sensitive Security Information," "Policies and Procedures for Safeguarding and Control of SSI," as amended, and any supplementary guidance issued by an authorized official of the Department of Homeland Security.

3. By being granted conditional access to the information in paragraph (1), indicated above, I am obligated to protect this information from unauthorized disclosure. I will not disclose or release any information provided to me pursuant to this Agreement without proper authority or authorization. Only those persons who have a need to know may handle this information, and I will ensure that they will comply with all maintenance, safeguarding, dissemination, and handling requirements provided in 49 CFR Part 1520.

4. Neither the execution of this agreement nor the release of the records indicated in paragraph (1) above operates as a waiver of the confidential and exempt status of the records.

5. Violation of this nondisclosure agreement or of the attached federal regulations is grounds for a civil penalty and other enforcement or corrective action by DOT and OHS and, if awarded the contract, will be cause for termination.

C. The following documents are by reference:

- 49 CFR Part 15
- 49 CFR Part 1520
- Sensitive Security Information -- Best Practices Guide for Non-OHS Employees and Contractors.
- Sensitive Security Information - SSI Quick Reference Guide for OHS Employees and Contractors
- OHS Form 11000-6 (08-04) -- Department of Homeland Security Non- Disclosure Agreement.

ARTICLE 9-NOTICES

9.1 Consultant

All notices required to be given to the Consultant hereunder shall be in writing and shall be given by United States mail, postage prepaid, or by facsimile addressed to the Consultant's Representative as defined in **Exhibit "A."** Neither electronic mail nor instant messaging shall be considered notice as required hereunder.

9.2 Owner

All notices required to be given to the Owner hereunder shall be in writing and shall be given either by manual delivery or by United States mail, postage prepaid, addressed to the Owner's Representative as defined in **Exhibit "A."**

9.3 Change of Address

Any party may change its address for purposes of this Article by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 10 -REMEDIES

10.1 Attorney's Fees and Costs

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to any party at law or in equity. In the event one party shall prevail in any action (including appellate proceedings), at law or in equity arising hereunder, the losing party will pay all costs, expenses, reasonable attorneys' fees and all other actual and reasonable expenses incurred in the defense and/or prosecution of any legal proceeding, including, but not limited to, those for paralegal, investigative and legal support services and actual fees charged by expert witnesses for testimony and analysis, incurred by the prevailing party referable thereto.

10.2 Claims

Any claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof shall, as an express condition precedent to suit, first be subject to mandatory mediation to be set at a mutually agreeable time, but in no event greater than thirty (30) days after the claim or dispute arises. Action on any unresolved claim or dispute shall be brought only in the Circuit Court of the Ninth Judicial District in and for Orange County, Florida or in the sole discretion of the Owner, non-binding arbitration under the auspices of the American Arbitration Association. The parties hereby agree that process may be served on the Consultant and the Owner by Certified United States Mail, postage prepaid, addressed to the Owner's Representative or the Consultant's Representative as defined in **Exhibit "A."** The parties hereby consent to the jurisdiction the Circuit Court of the Ninth Judicial District in and for Orange County, Florida.

10.3 Governing Law

The Agreement shall be governed by the laws of Florida.

10.4 Successors and Assigns

The Consultant binds itself, its successors, assigns and legal representatives to the Owner and the Owner's successors, assigns and legal representatives in respect to covenants, agreements and obligations contained in the Agreement and any Addenda. The Consultant shall not assign the Agreement or any Addenda in whole or in part without written consent of the Owner.

ARTICLE 11-PROHIBITION AGAINST CONTINGENT FEES

The Consultant represents and warrants to the Owner 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, 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, and that it has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement.

ARTICLE 12- TRANSFERS AND ASSIGNMENTS

The Consultant shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Consultant with a third party) or (except as otherwise authorized in this Agreement or in an Addendum hereto) subcontract any of its obligations hereunder to third parties without the prior written approval of the Owner. The Owner shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon the Owner and the Consultant, and their respective successors and assigns.

ARTICLE 13 -WAIVER OF CLAIMS

The Consultant and the Owner hereby mutually waive any claims against each other, their members, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this Agreement or any part thereof, or any Addendum hereto, or arising out of any judgment or award in any suit or proceeding declaring this Agreement or any Addendum hereto null, void, or voidable or delaying the same, or any part thereof, from being carried out; provided, however, that this waiver shall not prevent the Consultant from

seeking to recover the reasonable value of the Services rendered by the Consultant prior to the entry of such judgment or award.

ARTICLE 14 - MEMBER PROTECTION

No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreements or documents pertaining to the Services of the Consultant or any Subconsultant hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against the Owner or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member, officer, employee or agent, as such, past, present or future, of Owner either directly or through Owner or otherwise, for any claim arising out of this Agreement or the Services rendered pursuant to it, or for any sum that may be due and unpaid by the Owner. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Owner member, officer, employee or agent as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement for the Services rendered pursuant to it, or for the payment for or to the Owner, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Owner, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

ARTICLE 15 -INDEMNIFICATION AND INSURANCE

15.1 Consultant's Obligations for Indemnification

15.1.1 To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the Owner, its officers, directors, agents and employees and all members of the governing board, from and against any and all claims, suits, demands, judgements, liabilities (including statutory liabilities under Workers Compensation laws), damages, actions or proceedings, losses, and costs, fines, and penalties including, but not limited to, reasonable attorneys' fees, investigation costs, and expert or consultant costs, ("Damages") to the extent caused in whole or in part by the negligence, recklessness, intentionally wrongful conduct, or improper acts, errors or omissions of the Consultant, any Subconsultant, and any of their officers, director, partners, or any persons directly or indirectly employed by or any person acting on behalf of the Consultant in the performance the Services, duties and responsibilities provided in this Agreement.

15.1.2 This indemnification shall survive the expiration or termination of this Agreement.

15.1.3 If the indemnification provisions recited in Article 15.1.1 are deemed to be void in whole or in part under Florida law, then the Consultant shall indemnify Owner, its officers, directors, employees and members of its governing board in accordance with, and to the fullest extent permitted by, the obligations and limitations set forth in Florida Statute 725.08.

15.2 Notice of Claims

Each party agrees to give the other party reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the other party or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. Furthermore, Consultant shall notify the Owner and document in detail any matter resulting from the performance of Services that may give rise to a claim by a third party against Owner, Consultant and/or Subconsultant. Consultant shall cooperate with Owner and its agents or representative, in the investigation and resolution of any incident that may give rise to a claim or actual claim made against Owner, Consultant or Subconsultant of any tier arising directly or indirectly from this Agreement. Any action taken by Consultant, Subconsultant, or its insurer to resolve, settle or release itself from a claim shall be coordinated with Owner. No release shall be executed without final approval from Owner, which shall not be unreasonably withheld.

15.3 Survival of Indemnity Provisions

The indemnification provisions of this Article 15 shall survive the expiration or termination of this Agreement with respect to any acts or omissions occurring during the term of this Agreement and shall not be affected or reduced by any information with which the Owner has been provided or may otherwise obtain in the future.

15.4 Employee Benefit Acts

In any and all claims against either party, or any of their partners, officers, directors, stockholders, members, agents, servants or employees, by any employee of the other party, any subconsultant of such party, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the employing or responsible party under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

15.5 Consultant's Insurance Requirements

At its sole expense, Consultant shall maintain the following insurance throughout the term of this Agreement, including any extensions or renewals, and such insurance requirements shall

provide coverage for the Consultant. its subconsultants, representatives, and anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable.

15.5.1 COMMERCIAL GENERAL LIABILITY insurance covering property damage and bodily injury (including death), contract liability with limits of liability no less than the amount set forth in **Exhibit E,** which shall include, but not be limited to, premises, products and completed operations, and contractual liability coverage for the Consultant's covenants to and indemnification of the Owner and the City under this Agreement.

15.5.2 AUTOMOBILE LIABILITY insurance covering motor vehicles, including, but not limited to owned, non• owned, and hired vehicles, used in conjunction with the Services with limits of liability no less than the amount set forth in **Exhibit E,** for death or bodily injury and for damage to property, each occurrence.

15.5.3 WORKERS COMPENSATION in statutory limits in accordance with the laws of Florida and EMPLOYER'S LIABILITY insurance covering Consultant and its employees or persons acting at the direction of Consultant in the performance of Services in the amount as set forth in **Exhibit E.**

15.5.4 PROFESSIONAL LIABILITY insurance covering Consultant for claims, losses and expenses resulting from wrongful acts, errors or omissions committed in the performance of, or failure to perform, all Services under this Agreement with limits of liability in the amount as set forth in **Exhibit E.**

15.5.5 OTHER INSURANCE REQUIREMENTS: Consultant agrees to the following as it relates to all insurance requirements:

15.5.5.1 The Consultant shall include the following as additional insured under the Commercial General Liability and Auto Liability coverages, including any excess policies: Greater Orlando Aviation Authority and the City or Orlando, and their respective members (including, without limitation, members of the Owner's Board and the City's Council and members of citizens advisory committees of each}, officers, agents and employees of each.

15.5.5.2 Self-Insured Retention and Deductibles. Consultant's insurance policies shall not be subject to a self• insured retention or deductible exceeding $10,000, if the value of this Agreement is less than $1,000,000, and not be subject to a self-insured retention or deductible exceeding $100,000, if this Agreement is $1,000,000 or more, unless approved by the Owner's Chief Executive Officer. The above deductible limits may be exceeded if the Consultant's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Consultant pay the deductible prior to its insurer's payment of the claim.

15.5.5.3 Insurance policies shall be primary insurance and not contributory to any other valid insurance Owner may possess, and that any other insurance Owner does possess shall be considered excess insurance only.

15.5.5.4 Insurance shall be carried with an insurance company or companies with a financial stability rating by

AM. Best of B+ VI or better and said policies shall be in a form acceptable to Owner.

15.5.5.5 Any liability insurance maintained by Consultant written on a claims-made form basis will maintain coverage for two (2) years to cover claims made after the Consultant has concluded its services to Owner.

15.5.5.6 All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of Owner and the City of Orlando.

15.5.5.7 A properly completed and executed Certificate of Insurance on a form provided or approved by Owner (such as a current ACORD form) evidencing the insurance coverages required by this Section shall be furnished to the Owner prior to the effective date of this Agreement or prior to any start of services, whichever comes first, and each renewal thereafter during the term of this Agreement and its renewal/extension. Consultant acknowledges that any acceptance of Certificate of Insurance by Owner does not waive any obligations herein this Agreement.

15.5.5.8 The Owner is currently contracted with a third party for the management of all insurance certificates related to Owner Contracts. Consultants will be contacted directly by the third party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will be sent instructing each Consultant of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of this Agreement. Consultants will respond as directed in the introductory letter as well as any further instructions they may receive.

15.5.5.9 The Consultant shall provide the Owner immediate written notice of any adverse material change to the Consultant's required insurance coverage. For purposes of this Insurance Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Consultant's self-insured retention and any non-renewal or cancellation of required insurance.

15.5.5.10 If any insurance coverage is canceled or reduced, Consultant shall, within forty-eight (48) hours remit to Owner a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to Owner. If Consultant fails to obtain or have such insurance reinstated, Owner may, if it so elects, and without waiving any other remedy it may have against Consultant, immediately terminate this Agreement upon written notice to Consultant.

15.5.5.11 The Owner's Chief Executive Officer shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Agreement, and Consultant shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

15.5.5.12 The Consultant is ultimately liable to the Owner for those actions of its Subconsultants providing Services on assigned work. It is the Consultant's responsibility to ensure that its Subconsultants are also covered under the required insurance limits. The Consultant may either require its Subconsultants to purchase insurance coverage set forth herein individually or include the Subconsultant under the Consultant's insurance program.

ARTICLE 16-APPROVAL BY FEDERAL AND STATE AGENCIES

The Owner agrees to use its best efforts to obtain approval of this Agreement and any Addenda hereto from Federal and State agencies to the extent required by law or regulation. If the Owner determines that modifications to this Agreement or any Addenda hereto are required to qualify for State or Federal funding for the Consultant's Services, and if the Consultant shall fail to consent to such modifications, or if the Consultant is unable to comply within a reasonable time with applicable Federal or State laws and regulations governing the grant of such funds for Services, the Owner shall have the right to terminate this Agreement or any such Addenda hereto.

ARTICLE 17 - FEDERAL PROVISIONS

17.1 Civil Rights Act of 1964, Title VI

The Consultant for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

17.1.1 Compliance with Regulations. The Consultant shall comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities and the Acts (identified herein), as they may be amended from time to time, which are herein incorporated in full by reference and made a part of this Agreement.

17.1.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the Agreement, shall 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 shall not participate either directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities or the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.. The Owner may from time to time adopt additional or amended nondiscrimination provisions concerning the furnishing of Services to the Owner, and the Consultant agrees that it will adopt and be bound by any such requirements as a part of this Agreement.

17.1.3 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 shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

17.1.4 Information and Reports. The Consultant shall provide all information and reports required by the *Nondiscrimination Acts and Authorities,* Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Nondiscrimination

Acts and Authorities, Acts, Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

17.1.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

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

17.1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 17.1.1 through

17.1.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the *Nondiscrimination Acts and Authorities,* Acts, the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA 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 supplier as a result of such direction, the Consultant may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

17.1.7 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter in this section referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; 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
B. discrimination on the basis of race, color, national origin);
C. 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);
D. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,(42U.S.C § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
E. 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;
F. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
G. 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);
H. 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, subrecipients and contractors, whether such programs or activities are Federally funded or not);

I. Titles II and Ill 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;

J. 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);

K. 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;

L. 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);

   a. 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).

17.2 General Civil Rights Provision. 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 Consultants and subtier contractors from the 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.

17.3 (a) **Certification Regarding Debarment and Suspension (Non-Procurement) - Title 2 CFR Part 180** & **Title 2 CFR Part 1200.** This Agreement is a "covered transaction" as defined by Title 2 CFR Part 180. The Consultant certifies, by acceptance of this Agreement, that at the time it submitted its proposal, neither it nor its principals were presently debarred or suspended by any Federal department or agency from participation in this transaction. The Consultant further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction".

(b) **Certification Regarding Debarment and Suspension (Non-Procurement) - Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C.** The Consultant 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 Consultant shall accomplish this by (i). Checking the System for Award Management at website:

http://www.sam.gov, (ii). Collecting a certification statement similar to paragraph (a) and (iii) Inserting a clause or condition in the covered transaction with the lower tier contract

(c) If the FAA later determines that an individual failed to tell a higher tier that they were excluded or disqualified at the time they entered the covered transaction with that person, the FAA may pursue any available remedy, including suspension and debarment.

17.4 Rights to Inventions

All rights to inventions and materials generated under this Agreement are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this Agreement is executed.

17.5 Lobbying and Influencing Federal Employees

The Consultant certifies by signing and submitting its proposal resulting in this Agreement, 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 Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, 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 Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The Consultant 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.

17.6 Trade Restriction Certification

By submission of an offer, the Offeror certifies that with respect to the 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/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor 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 subcontractor:

(1) 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

(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

(3) 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 contractor 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 in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor 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 Contractor or subcontractor 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.

17.6.1 RESTRICTIONS ON FEDERAL PUBLIC WORKS PROJECTS -CERTIFICATION (49 C.F.R. § 30.13).

A. Definitions. The definitions pertaining to this provision are those that are set forth in 49 CFR 30.7-30.9.
B. Certification. By signing this solicitation or by the submission of a Proposal, the Proposer certifies that with respect to this solicitation, and any resultant contract, the Proposer-

a. Is not a contractor of a foreign country included on the list of countries that discriminated against U.S. firms published by the Office of the United States Trade Representative (U.S.T.R.);
b. Has not entered into any contract or subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.; and
c. Has not entered into any subcontract for any product to be used on the Federal public works 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.

C. Applicability of 18 U.S.C. 1001. This certification in this solicitation provision concerns a matter within the jurisdiction of an agency of the United States 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.
D. Notice. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
E. Restrictions on contract award. No contract will be awarded to an offeror
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 subcontractors 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; unless a waiver to these restrictions is granted by the President of the United States or the Secretary of Transportation. (Notice of the granting of a waiver will be published in the Federal Register.)

F. System. 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 paragraph (b) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
G. Subcontracts. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this solicitation provision, including this paragraph (g), in each solicitation issued under such contract.

17.6.2 RESTRICTIONS ON FEDERAL PUBLIC WORKS PROJECTS (49 C.F.R. § 30.15).

(a) Definitions. The definitions pertaining to this clause are those that are set forth in 49 CFR 30.7-30.9.

(b) General. This clause implements the procurement provisions contained in the Continuing Resolution on the Fiscal Year 1988 Budget, Public Law No. 100--202, and the Airport and Airway Safety and Capacity Expansion Act of 1987, Public Law No. 100-223.

(c) Restrictions. The Contractor shall not knowingly enter into any subcontract under this contract:

(1) with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (U.S.T.R.); or

(2) for the supply of any product for use on the Federal Public works project under this contract that is produced or manufactured in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

(d) Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminates against U.S. firms published by the U.S.T.R. and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R., unless the contractor has knowledge that the certification is erroneous.

(e) Erroneous certification. The certification in paragraph (b) of the provision entitled "Restriction on Federal Public Works Projects-Certification," is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may cancel this contract for default at no cost to the Government.

(f) Cancellation. Unless the restrictions of this clause are waived as provided in paragraph (e) of the provision entitled "Restriction on Federal Public Works Projects-Certification," if the Contractor knowingly enters into a subcontract with a subcontractor that is a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or that supplies any product for use on the Federal public works project under this contract of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R., the Contracting Officer may cancel this contract for default, at no cost to the Government.

(g) Subcontracts. The Contractor shall incorporate this clause, without modification, including this paragraph (g) in all solicitations and subcontracts under this contract: Certification Regarding Restrictions on Federal Public Works Projects-Subcontractors

(1) The Offeror/Contractor, by submission of an offer and/or execution of a contract certifies that the Offeror/Contractor is

(i) not an Offeror/Contractor 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 United States Trade Representative (U.S.T.R.) or

(ii) not supplying any product for use on the Federal public works project that is produced or manufactured in a foreign country included on the list of foreign 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 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.

(2) The Offeror shall provide immediate written notice to the Contractor if, at any time, the Offerer learns that its certification was erroneous by reason of changed circumstances.

(3) The Contractor shall not knowingly enter into any subcontract under this contract:

(i) with a subcontractor of a foreign country included on the list of countries that discriminate

against U.S. firms published by the U.S.T.R.; or

(ii) for the supply of any product for use on the Federal public works project under this contract that is produced or manufactured in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. The contractor may rely upon the certification in paragraph (g)(1) of this clause unless it has knowledge that the certification is erroneous.

(4) Unless the restrictions of this clause have been waived under the contract for the Federal public works project, if a contractor knowingly enters into a subcontract with a subcontractor that is a

subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or that supplies any product for use on the Federal public works project under this contract that is produced or manufactured in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R., the Government Contracting Officer may direct, through higher-tier contractors, cancellation of this contract at no cost to the Government.

(5) Definitions. The definitions pertaining to this clause are those that are set forth in 49 CFR 30.7- 30.9.

(6) The certification in paragraph (g)(1) of this clause is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Government Contracting Officer may direct, through higher-tier Contractors, cancellation of this subcontract at no cost to the Government.

(7) The Contractor agrees to insert this clause, without modification, including this paragraph, in all solicitations and subcontracts under this clause.

17.7 Clean Air and Water Pollution Control

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. 5 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 also agrees that it shall at all times comply with all applicable state air and water quality standards; with all pollution control laws; and with such rules, regulations, and directives as may be lawfully issued by a local, state, or federal agency having within its jurisdiction the protection of the environment

in the area surrounding where work under this Agreement will be performed. Consultant must include this requirement in all subcontracts that exceed $150,000.

17.8 Contract Workhours and Safety Standards Act Requirements

This provision applies if the Agreement exceeds $100,000, and the Consultant employs laborers, mechanics, watchmen, or guards. This includes members of survey crews and exploratory drilling operations.

1. Overtime Requirements: No Consultant, Subconsultant, contractor or subcontractor contracting for any part of the Services or contract work under this Agreement 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.

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, Subconsultant, contractor or any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Consultant, Subconsultant, contractor or subcontractor 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.

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, Subconsultant, contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such consultant, contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

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

17.9 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. Consultant must include the substance of this clause in all sub-tier contracts which exceed $3,500, and involve driving a motor vehicle in performance of work activities associated with the project.

17.10 Energy Conservation Requirements

Consultant and all Subconsultants 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. 6201et *seq).* Consultant must include the substance of this clause in all sub-tier contracts.

17.11 Equal Opportunity Clause

During the performance of this Agreement, 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 Agreement 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, subcontractor, 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, subcontractor, 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.

17.12 Standard Federal Equal Employment Opportunity Construction Contract Specifications

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this Agreement resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of

Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other

Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Consultant, or any Subconsultant or subcontractor at any tier, subcontracts a portion of the Work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.

3. If the Consultant is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Consultants shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Consultant, Subconsultant, or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other consultants, subconsultants, contractors, or subcontractors toward a goal in an approved Plan does not excuse any covered consultant's, subconsultant's, contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Consultant shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Consultant should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Consultant is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Consultant has a collective bargaining agreement to refer either minorities or women shall excuse the Consultant's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Consultant during the training period and the Consultant shall have made a commitment to employ the

apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Consultant shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Consultant compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Consultant shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Consultant's employees are assigned to work. The Consultant, where possible, will assign two or more women to each construction project. The Consultant shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Consultant's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Consultant or its unions have employment opportunities available, and maintain a record of the organizations' responses.
c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Consultant by the union or, if referred, not employed by the Consultant, this shall be documented in the file with the reason therefore along with whatever additional actions the Consultant may have taken.
d) Provide immediate written notification to the Director when the union or unions with which the Consultant has a collective bargaining agreement has not referred to the Consultant a minority person or female sent by the Consultant, or when the Consultant has other information that the union referral process has impeded the Consultant's efforts to meet its obligations.
e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Consultant's employment needs, especially those programs funded or approved by the Department of Labor. The Consultant shall provide notice of these programs to the sources compiled under 7b above.
f) Disseminate the Consultant's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Consultant in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such a superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
h) Disseminate the Consultant's EEO policy externally by including it in any advertising in the news media,
i) specifically including minority and female news media, and providing written notification to and discussing the Consultant's EEO policy with other contractors and subcontractors with whom the Consultant does or anticipates doing business.
j) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Consultant's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Consultant shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
k) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Consultant's workforce.
l) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
m) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
n) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Consultant's obligations under these specifications are being carried out.
o) Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
p) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
q) Conduct a review, at least annually, of all supervisor's adherence to and performance under the Consultant's EEO policies and affirmative action obligations.

8. Consultants are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Consultant is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively

participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Consultant's minority and female workforce participation, makes a good faith effort to meet its individual goals and Consultant timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Consultant. The obligation to comply, however, is the Consultant's and failure of such a group to fulfill an obligation shall not be a defense for the Consultant's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Consultant, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Consultant has achieved its goals for women generally,) the Consultant may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Consultant shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Consultant shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Consultant shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Consultant, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Consultant fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Consultant shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Consultant shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for

the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

17.13 Federal Fair Labor Standards Act

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.

17.14 Prohibition of Segregated Facilities

(a) The Consultant agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Consultant agrees that a breach of this clause is a violation of the Equal Opportunity clause in this Agreement (Sections 17.11 and 17 .12).

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. (c) The Consultant shall include this clause in every subcontract and purchase order that exceeds $10,000.

17.15 Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this Solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. 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 and subcontractor'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.

17.16 Procurement of Recovered Materials

Consultant and Subconsultants agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this Agreement and to the extent practicable, the Consultant and Subconsultants are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever: a) The Agreement requires procurement of $10,000 or more of a designated item during the fiscal year; or, b) The Consultant has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year. A list of EPA-designated items is available at www.epa.gov/epawaste/conserve/tools/cpg/products/. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Consultant can demonstrate the item is: a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule; b) Fails to meet reasonable contract performance requirements; or c) Is only available at an unreasonable price.

17.17 Seismic Safety

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

17 .18 Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all Subconsultants 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.

17 .19 Disadvantaged Business Enterprises

Contract Assurance(§ 26.13): The Consultant or Subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. 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 Agreement, which may result in the termination of this Agreement or such other remedy, as the Owner deems appropriate, which may include, but is not limited to:

1) withholding of payment, in an amount reasonably related to the non-compliance issue and for so long as non compliance continues, as determined by the Authority in its sole discretion,

2) assessing sanctions, in an amount reasonably related to a good faith dispute over compliance with DBE, requirements, for example

a) The improper substitution or termination of a subconsultant, without pre-approval by the Authority, may result in 10% deduction in payment due for the work that was improperly terminated or substituted as determined in the Authority's sole discretion.

b) If the Consultant's DBE attainment falls short of the contract commitment, funds equal to the amount necessary to meet the original DBE goal may be withheld, unless the reason for the shortfall was beyond the Consultant's control.

c) The Authority may withhold approval of the sublet work or stop performance of the work if the Consultant has reduced, terminated, or otherwise modified the type or amount of work to be performed by a DBE without seeking prior approval by the Authority.

3) liquidated damages, equal to the difference between the amount committed to DBE firms at award of each Addendum and the amount actually paid to DBE firms for work performed or materials supplied under each Addendum, not including any amount for work deleted by the Authority, which shall be paid to the Authority within sixty (60) days of assessment, and/or

4) disqualifying the Consultant on future projects in accordance with the Authority's Debarment of Contractors Policy.

Prompt Payment (§26.29): The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the Consultant receives from Owner. The Consultant shall not withhold any retainage from Subconsultants performing Services under this Agreement. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Owner. This clause applies to both DBE and non-DBE Subconsultants. The requirements of 49 CFR Part 26 apply to this Agreement. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this Agreement. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership. The requirements of 49 CFR part 26 apply to this Agreement. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this Agreement. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

ARTICLE 18- DBE/MWBE AND LDBNBE POLICY AND PROCEDURE

18.1 It is the policy of the Owner, FDOT, and the FAA on all federally and state funded contracts for Services that disadvantaged business enterprises, as defined in the Owner's Disadvantaged Business Enterprises ("DBE") Participation Policy for professional services and as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of professional services contracts awarded by the Owner, including, but not limited to, contracts financed in whole or in part with Federal funds under this Agreement.

Consequently, the requirements of the Owner's DBE Participation Policy apply to this Agreement. The Consultant and all Subconsultants shall take all necessary and reasonable steps in accordance with the Owner's DBE Participation Policy to ensure that DBE firms have the maximum opportunity to compete for and perform contracts.

18.2 It is the policy of the Owner on all non-federally and non-state funded contracts for Services that Minority and Women Business Enterprises ("MWBE") shall have the opportunity to participate in the performance of professional services contracts awarded by the Owner, including, but not limited to, contracts financed in whole or in part with FOOT funds under this Agreement. Consequently, the requirements of the Owner's MWBE Policy apply to this Agreement. The Consultant and all Subconsultants shall take all necessary and reasonable steps in accordance with the Owner's MWBE policy to ensure that MWBE firms have the maximum opportunity to compete for and perform on contracts. Prior to being awarded a scope of work, the Consultant shall provide to the Owner either: 1) evidence that the Consultant has contracted with MWBEs to meet the Owner's MWBE goal for the Services, or 2) evidence satisfactory to the Owner that the Consultant has made good faith efforts to reach the Owner's MWBE goal for the Services.

18.3 It is the policy of the Owner on all non-federally and non-state funded contracts for Services that Local Developing Businesses / Veteran Business Enterprise ("LDB/VBE") shall have the opportunity to participate in the performance of professional services contracts awarded by the Owner, including, but not limited to, contracts financed in whole or in part with FOOT funds under this Agreement. The LDBNBE goal is separate and distinct from the MWBE goal set forth in paragraph 18.2 above. Consequently, the requirements of the Owner's LDBNBE Policy apply to this Agreement. The Consultant and all Subconsultants shall take all necessary and reasonable steps in accordance with the Owner's LDBNBE policy to ensure that LDBNBE firms have the maximum opportunity to compete for and perform contracts. Prior to being awarded a scope of work, the Consultant shall provide to the Owner either: 1) evidence that the Consultant has contracted with LDBNBEs to meet the Owner's LDBNBE goal for the project, or 2) evidence, satisfactory to the Owner, that the Consultant made good faith efforts to reach the Owner's LDBNBE goal for the Services.

18.4 The Consultant shall not breach any of its obligations with the DBEs, MWBEs or LDBNBEs. In the event the Consultant desires to terminate or replace a DBE, MWBE or LDBNBE, the Consultant shall promptly notify the Owner of the impending termination, the reason for the termination and obtain the Owner's approval prior to proceeding with the termination. Following the termination, the Consultant shall endeavor to replace the terminated DBE, MWBE or LDBNBE with another similar to certified DBE, MWBE or LDBNBE. If the Bidder is unable to utilize another DBE, MWBE or LDBNBE for the performance of that portion of the agreement, the Consultant shall provide the Owner with documentation, in a form satisfactory to the Owner, showing that it is not possible to replace the terminated DBE, MWBE or LDBNBE with another DBE, MWBE or LDBNBE.

18.4 The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 10 business days from the receipt of each payment the Consultant receives from the Owner. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE Subconsultants. Upon

Owner's request, the Consultant shall submit proof of payment to each DBE, MWBE, LDBNBE firm.

18.5 It is the policy of the Owner on all non-federally funded and non-FOOT funded contracts for Services that Local Developing Businesses ("LDBVBE") shall have the opportunity to participate in the performance of professional services contracts awarded by the Owner. The LDBNBE goal is separate and distinct from the MWBE goal set forth in paragraph 18.2 above. Consequently, the requirements of the Owner's LDB/VBE Policy apply to this Agreement. The Consultant and all Subconsultants shall take all necessary and reasonable steps in accordance with the Owner's LDBNBE policy to ensure that LDBNBE firms have the maximum opportunity to compete for and perform contracts. Prior to being awarded a scope of work, the Consultant shall provide to the Owner either: 1) written commitment to contracts with LDBNBE certified firms to meet the Owner's LDBNBE goal for the project, or 2) evidence, satisfactory to the Owner, that the Consultant made good faith efforts to reach the Owner's LDB/VBE goal for the Services.

18.6 The Consultant shall not breach any of its obligations with the DBEs, MWBEs or LDBNBEs. In the event the Consultant desires to terminate or replace a DBE, MWBE or LDBNBE, the Consultant shall promptly notify the Owner of the impending termination, the reason for the termination and obtain the Owner's approval prior to proceeding with the termination. Following the termination, the Consultant shall endeavor to replace the terminated DBE, MWBE or LDBNBE with another similar to certified DBE, MWBE or LDBNBE. If the Bidder is unable to utilize another DBE, MWBE or LDBNBE for the performance of that portion of the agreement, the Consultant shall provide the Owner with documentation, in a form satisfactory to the Owner, showing that it is not possible to replace the terminated DBE, MWBE or LDBNBE with another DBE, MWBE or LDBNBE.

ARTICLE 19 -MISCELLANEOUS PROVISIONS

19.1 Government Agencies Which Are Not Parties

Neither the FAA, the TSA nor the FOOT has nor will they incur any obligations to the Consultant under this Agreement.

19.2 Conflict of Interest

Except with the Owner's knowledge and consent, the Consultant and Subconsultants shall not undertake Services which would reasonably appear that such Services could compromise the Consultant's professional judgment or prevent the Consultant from serving the best interests of the Owner.

19.3 Owner Member, Officer or Employee

No member, officer, or employee of the Owner during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Additionally, no member, officer or employee of the Owner shall have any interest, direct or indirect, in any portion of this Agreement or the proceeds thereof in which the FOOT is participating pursuant to a Joint Participation Agreement for a period of one year after the termination of his or her employment or affiliation with the Owner.

19.4 Consultant Assurances

Consultant covenants that it will insert the above provisions 19.2 and 19.3 in each of its subcontracts relating to the Services.

19.5 Headings

The headings of the sections of this Agreement are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

19.6 Entire Agreement

This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

19.7 Amendment

This Agreement and said exhibits shall not be amended, supplemented or modified other than in writing signed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing or modifying this Agreement. No Additional Services shall be performed until such Additional Services are provided for in an Amendment or Addenda and executed by both parties.

19.8 Validity

The validity, interpretation, construction and effect of this Agreement shall be in accordance with and be governed by the laws of Florida. In the event any provision hereof shall be finally determined to be unenforceable, or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.

19.9 Public Entity Crimes and Owner's Debarment List

Pursuant to Section 287.133(2) (a), Florida Statutes, a Consultant who has been placed on the Convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide services for a public entity, may not be awarded a Consultant contract and may not transact business with a public entity for services, the value of which exceeds the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Consultant hereby represents that it does not fall within the class of persons identified in the previous sentence such that Consultant would be precluded from entering into this Agreement.

Further, any entity or individual placed on the Owner's Debarment List pursuant to Owner Policy, Section 130.04, may not submit a response to any letter of intent, letter of interest, statement of qualifications, quote, proposal, or bid as a contractor, supplier, subcontractor, consultant or individual, of any tier, for any goods or services or contracts and may not provide any goods or services to the Owner, on behalf of the Owner, or on Owner property, regardless of whether there is a contractual relationship with the Owner. The Owner will disqualify any submission, bid or proposal that includes a person or entity on the Owner's Debarment List. You

may request a copy of the Owner's Debarment List for your review at the following email:debarmentlist@goaa.org.

19.10 No Third-Party Beneficiaries

No person shall be deemed to possess any third-party beneficiary rights pursuant to this Agreement. It is the intent of the parties hereto that no direct benefit to any third party is intended or implied by the execution of this Agreement.

19.11 Consultant Contractual Authorization

Consultant represents and warrants that the execution and delivery of the Agreement and the performance of the acts and obligations to be performed have been duly authorized by all necessary corporate (or if appropriate, partnership) resolutions or actions and the Agreement does not conflict with or violate any agreements to which Consultant is bound, or any judgment, decree or order of any court.

19.12 Whistle Blower Reporting Line

The Owner is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste and abuse. The Owner has established a Whistle• Blower Reporting Line with a third-party service provider as a means to report suspected fraud, waste or abuse of Owner resources in connection with Owner operations. Should Consultant suspect any fraud, waste or abuse in connection with any Work under this Contract, including any work of its subcontractors or laborers, it shall promptly report such activity by calling 1-877-370-6354, through email to or through the online reporting form at c l .The Consultant shall include this reporting requirement in all subcontracts and vendor agreements. The Consultant is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

19.13 Owner's Additional Provisions

The Owner may from time to time adopt additional or amended nondiscrimination provisions concerning the furnishing of Services to the Owner, and the Consultant agrees that it will adopt and be bound by any such requirements as a part of this Agreement.

ARTICLE 20-- SPECIAL PROVISIONS, EXHIBITS AND DOCUMENTS

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

Exhibit A, Related Documents

Exhibit B, Notice of Professional Services (Advertisement)

Exhibit C, Invoice Instructions and Forms

Exhibit D, Owner's Travel Policy

Exhibit E, Insurance Limits

SCRUTINIZED **COMPANY** CERTIFICATIONS

A. (applicable to all agreements, regardless of value) -- Consultant hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Florida Statutes§ 287.135, as amended;

AND

B. (applicable to agreements that may be $1,000,000 or more) - Consultant hereby certifies that it is: (1) not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Florida Statutes§ 287.135; and (2) not engaged in business operations in Cuba or Syria, as defined in Florida Statutes § 287 .135, as amended.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and affixed their corporate seals, effective as of the date set forth above.

The parties hereto have executed this Agreement as of the date first above written.

GCI, Inc.	Town of Eatonville, FL
By: _____	By:
Name: _____	Name:
Title: _____	Title: _____
Date: _____	Date: