

**AGREEMENT FOR
PROFESSIONAL ENGINEERING, ARCHITECTURAL, PROJECT INSPECTION,
CONSTRUCTION MANAGEMENT AND PLANNING SERVICES
between the
PANAMA CITY-BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT
and
CONSULTANT NAME**

THIS AGREEMENT for professional engineering, architectural, project inspection, construction management and planning services (the "Agreement"), is made and entered into as of the ___ day of _____, 202__ by and between **the Panama City-Bay County Airport and Industrial District**, a public and governmental body existing under and by virtue of the laws of the State of Florida with a business address at Northwest Florida Beaches International Airport, 6300 West Bay Parkway, Box A, Panama City Beach, FL 32409 (hereinafter referred to as "AUTHORITY"), and Consultant Name, a _____ corporation with a business address at _____ (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, the AUTHORITY is continuing the development and the expansion of the Northwest Florida Beaches International Airport; and

WHEREAS, the AUTHORITY desires to employ the services of the CONSULTANT to provide professional engineering, architectural, project inspection (but generally not Construction Engineer Inspection ("CEI") services), construction management and limited planning services and other services consistent with the Request for Qualifications issued for this Agreement at the sole discretion of the AUTHORITY; and

WHEREAS, the CONSULTANT has represented that it is qualified, willing and able to perform the professional engineering, architectural, project inspection, construction management and planning services required on the terms and conditions hereinafter set forth; and

WHEREAS, the AUTHORITY has given public notice of the professional engineering, planning, design, and construction management services to be considered pursuant to this Agreement; and

WHEREAS, the selection of the CONSULTANT has been made in accordance with the provisions of FAA Advisory Circular 150/5100-14E, 49 CFR Part 18 and the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual premises and covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1: SERVICES

- 1.1 The Services of the CONSULTANT required under this Agreement by the AUTHORITY shall be for civil, structural, mechanical, electrical and environmental engineering, architectural, project inspection except that CEI services generally will be conducted by another firm under a separate contract (when permissible by FDOT and FAA requirements, the selected firm may be asked to provide CEI services for minor projects), construction management and planning services and other services consistent with the Request for Qualifications for this engagement, in support of the AUTHORITY'S activities at the Northwest Florida Beaches International Airport and shall be described in separately authorized Task Orders (the "Services"). A sample Task Order is provided in Exhibit 2 attached hereto.
- 1.2 The CONSULTANT shall provide for the AUTHORITY the Services described in separately authorized Task Orders, which shall include the Task Description/Scope of Services, Task Schedule, Task Deliverables, and Compensation. The CONSULTANT'S Services will be paid for by the AUTHORITY for Services under each authorized Task Order as indicated in Article 6 hereof. The CONSULTANT shall, at its own expense, obtain all data and information (other than that referred to in Article 2 hereof) necessary for the performance of its Services.
- 1.3 The CONSULTANT and the Services rendered by the CONSULTANT shall follow and conform to the Scope of Services and/or special provisions of each Task Order.
- 1.4 The CONSULTANT is solely responsible to the AUTHORITY for correcting or re-performing, at its own cost, any Services that are deficient or inaccurate because of CONSULTANT'S or any subconsultant's failure to perform said Services in accordance with the standard of care provided herein. CONSULTANT shall commence such correction or re-perform work at no cost to AUTHORITY immediately upon CONSULTANT'S discovery of any such error. AUTHORITY must report in writing to CONSULTANT any deficient Services within ninety (90) days of discovery by AUTHORITY, but in no event later than five (5) years from the completion of the Task Order which provided for the particular Services.

ARTICLE 2: OBLIGATIONS OF THE AUTHORITY

- 2.1 The AUTHORITY shall, with reasonable promptness, provide to the CONSULTANT available information regarding the requirements of the Services.
- 2.2 The AUTHORITY shall make all provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform Services under this Agreement.
- 2.3 The AUTHORITY shall give prompt written notice to the CONSULTANT whenever the AUTHORITY observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT'S Services.

- 2.4 The AUTHORITY and the AUTHORITY'S employees, agents, contractors and subcontractors shall promptly report to the CONSULTANT any defects in or problems with the Services being provided hereunder by the CONSULTANT in order to permit the CONSULTANT to take prompt and effective corrective action to remedy the defect and minimize any consequences which may result from such defective work. Failure of the AUTHORITY to report shall not relieve CONSULTANT'S responsibility to provide services which are neither faulty nor inaccurate.
- 2.5 Unless otherwise agreed to in an authorized Task Order under this Agreement, the AUTHORITY shall obtain, arrange, and pay for all advertisements for bids, permits and licenses required by local, state, or federal authorities, and land, easements, right-of-way, and access necessary for the CONSULTANT'S Services or project construction.
- 2.6 Notwithstanding anything herein to the contrary, the AUTHORITY is not required under this Agreement to authorize CONSULTANT to perform any Services and nothing herein shall be construed as entitling CONSULTANT to any work under this Agreement, except and to the extent such work is specifically authorized by the AUTHORITY in a properly executed Task Order.
- 2.7 This Agreement is non-exclusive. AUTHORITY reserves the right, at its sole discretion, to contract with other firms for engineering and other professional services, including services within the scope of this Agreement.

ARTICLE 3: OBLIGATIONS OF THE CONSULTANT

- 3.1 Standard of Care: The standard of care applicable to CONSULTANT'S Services shall be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed and in the same or similar locality.
- 3.2 CONSULTANT'S Personnel at Construction Site: The presence or duties of the CONSULTANT'S personnel at a construction site, whether as onsite representatives or otherwise, shall not make the CONSULTANT or the CONSULTANT'S personnel in any way responsible for those duties that belong to the AUTHORITY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

If, and as requested by the AUTHORITY to perform construction inspection services per an authorized Task Order, the CONSULTANT shall be responsible for observing and inspecting construction activities and reporting to the AUTHORITY activities observed during construction. The CONSULTANT shall report to the AUTHORITY in a timely

manner any observed health, safety, and other deficiencies in the work performed by the construction contractors) that are inconsistent with the requirements of the construction documents. The CONSULTANT neither guarantees the performance of the construction contractors nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this Agreement, construction sites shall include places of manufacture for materials incorporated into the construction work, and construction contractors shall include manufacturers of materials incorporated into the construction work.

- 3.3 Construction Progress Payments: Recommendations by the CONSULTANT to the AUTHORITY for periodic construction progress payments to the construction contractor(s) shall be based on the CONSULTANT'S knowledge, information, and belief from selective sampling that the work has progressed to the point indicated.
- 3.4 Record Drawings: Record drawings, if required, will be prepared on the basis of information compiled by the CONSULTANT and information furnished by others and shall represent the location, type of various components, and manner in which the project was finally constructed to the best knowledge, information, and belief of CONSULTANT. Record drawing deliverables shall be sealed and signed hard copies. In addition, the AUTHORITY shall be provided with electronic versions of record drawings.
- 3.5 Asbestos or Hazardous Substances: If asbestos or hazardous substances in any form are encountered or suspected, the CONSULTANT shall stop its own work in the affected portions to permit testing and evaluation. If asbestos or other hazardous substances are suspected, the CONSULTANT shall, if requested, manage or provide testing to determine the extent of the issue, manage or provide the necessary studies to recommend necessary remedial measures, and manage or provide remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated. The AUTHORITY recognizes that the CONSULTANT assumes no risk and/or liability for a waste or hazardous waste site originated by other than the CONSULTANT.
- 3.6 Project Close-Out: At the completion of a project/task order, the CONSULTANT shall provide to AUTHORITY all documentation related to the project/task order, including, but not limited to, plans, as-built drawings, contracts, calculations, specifications, reports, plans, field data, computer software enhancements, CAD files and such other data and information. The format of such documentation shall be determined by agreement between AUTHORITY and CONSULTANT, and any cost shall be included in the project Task Order.

ARTICLE 4: PERIOD OF SERVICE

- 4.1 The Services called for hereunder shall be completed in accordance with the respective task schedules as indicated in separately authorized Task Orders.

- 4.2 The term of this Agreement shall be one year commencing on the date that it is last signed by a party (the “effective date”). On or before the one-year anniversary of this Agreement, AUTHORITY’s Board will review performance under this Agreement and consider approval of, at its sole discretion, a one-year renewal under the same terms and conditions contained herein each of the succeeding four years during which the Agreement has remained in effect, for a total of up to a five-year term. This paragraph shall have no effect on the termination rights under Article 8 or 27 herein.
- 4.3 The CONSULTANT shall give prompt written notice to the AUTHORITY whenever the CONSULTANT observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT'S Services.

ARTICLE 5: REIMBURSABLE EXPENSES DEFINED

- 5.1 Reimbursable Expenses shall be defined as actual expenses incurred by the CONSULTANT and the CONSULTANT'S subconsultants directly in connection with the Services, such as reasonable expenses for any out-of-state transportation; obtaining bids or proposals from contractor(s); reproduction of reports, drawings, specifications, and bidding Documents; and similar Services-related items. Food and lodging as well as telephone and facsimile costs shall not be reimbursable expense except as may be authorized in a Task Order. Expenses for transportation, as well as any expenses for food and lodging authorized by task order, shall not exceed the rates approved by the State of Florida for its reimbursements to consultants pursuant to Chapter 112, Florida Statutes.
- 5.2 The CONSULTANT shall be compensated by the AUTHORITY for Reimbursable Expenses when and as identified in an authorized Task Order. The AUTHORITY'S responsibility for providing compensation to the CONSULTANT for Reimbursable Expenses shall be limited to only those Reimbursable Expenses identified and agreed to in an authorized Task Order.

ARTICLE 6: PAYMENTS TO CONSULTANT

- 6.1 The AUTHORITY shall pay the CONSULTANT for Services and Reimbursable Expenses on the basis of the rates set forth in Exhibit 1 and for services and Reimbursable Expenses not addressed by Exhibit 1, based on rates or other methods provided by each separately authorized Task Order.
- 6.2 The CONSULTANT shall submit monthly invoices by Task Order to the AUTHORITY for Services rendered and Reimbursable Expenses incurred since the last monthly statement. Invoices shall describe the Services provided by CONSULTANT, each subconsultant, and any subcontractor for the period covered by the invoice. Further, invoices for all Task Order types shall be itemized to show hours worked by particular personnel for what purposes and itemize all Reimbursable Expenses. All costs charged to the Services, including any approved services contributed by the Authority or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or

vouchers evidencing in proper detail the nature and propriety of the charges. To the extent not included as part of invoices, CONSULTANT shall provide any such documentation to Authority upon request and shall maintain such documentation no less than three years after completion of the Task Order to which it relates. Payment shall be made to the CONSULTANT within thirty (30) days following the later of AUTHORITY'S receipt of invoice or the receipt by the AUTHORITY of the necessary approval of any third-party governmental entities.

- 6.3 In the event of a disputed billing, only the disputed portion shall be withheld from payment, and the AUTHORITY shall pay the undisputed portion. The AUTHORITY shall exercise reasonableness in disputing any bill or portion thereof. No interest shall accrue on any disputed portion of the billing until mutually resolved.
- 6.4 If the AUTHORITY fails to make payment in full within 30 days of the date due for any undisputed billing, the CONSULTANT may, after giving 15 days written notice to the AUTHORITY, suspend Services under this Agreement until paid in full. In the event of such a suspension of services, the CONSULTANT shall have no liability to the AUTHORITY for delays or damages caused by the AUTHORITY because of such suspension. All delinquent unpaid undisputed billing shall accrue interest at the rate provided by Florida law and if no such rate is provided, at the rate of 4% per annum.

ARTICLE 7: AUTHORIZED REPRESENTATIVE

- 7.1 The AUTHORITY'S Authorized Representative for Services under this Agreement is as indicated on each authorized Task Order. All matters and correspondence pertaining to the Services, including submittal of monthly invoices, shall be through the AUTHORITY'S Authorized Representative. The AUTHORITY'S Authorized Representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S Services.
- 7.2 The CONSULTANT'S Authorized Representative and business address for Services under this Agreement is designated as follows:

CONSULTANT Authorized Representative Name
CONSULTANT Name
CONSULTANT Address
CONSULTANT City, State, ZIP
CONSULTANT Phone, Fax
CONSULTANT email

The CONSULTANT'S Authorized Representative shall act on behalf of the CONSULTANT on all matters pertaining to the Services under this Agreement. All matters and correspondence to the CONSULTANT pertaining to the Services under this Agreement shall be addressed to the CONSULTANT'S Authorized Representative.

- 7.3 The CONSULTANT'S Authorized Representative shall not be changed without the prior written notice to and agreement of the AUTHORITY.

ARTICLE 8: TERMINATION

- 8.1 This Agreement may be terminated by either party at any time with or without cause upon giving fifteen (15) calendar days prior written notice. If this Agreement is so terminated, the AUTHORITY shall within 30 days of termination pay the CONSULTANT for Services satisfactorily completed up to the date of termination.
- 8.2 The AUTHORITY may suspend work called for in an authorized Task Order for a period not to exceed sixty (60) days. In the event of such suspension, the AUTHORITY shall pay the CONSULTANT for the work satisfactorily completed up to the date of suspension.

ARTICLE 9: INDEMNIFICATION

- 9.1 To the maximum extent permitted by law, CONSULTANT shall defend, indemnify, and hold harmless the AUTHORITY, its officers and employees, of any and all claims, actions, damages, penalties, fines, losses and costs, including but not limited to reasonable attorney's fees and environmental assessment and remediation costs not to exclude lab fees and fees of environmental consultants, to the extent caused by negligence, recklessness or intentional wrongful conduct of CONSULTANT or any person employed or utilized by CONSULTANT in the performance of the Services hereunder or caused by any other breach of this Agreement by CONSULTANT. The provisions of this Article shall survive termination of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise might be available to AUTHORITY.
- 9.2 To the maximum extent permitted by law, AUTHORITY shall defend, indemnify, and hold harmless the CONSULTANT, its officers and employees, of any and all claims, actions, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by negligence, recklessness or intentional wrongful conduct of AUTHORITY or any person employed or utilized by AUTHORITY in the performance of the Services hereunder. The provisions of this Article shall survive termination of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise might be available to CONSULTANT.
- 9.3 In the event any claims, damage, losses, and expenses are caused by negligence of both the CONSULTANT and the AUTHORITY (or anyone for whose acts both of them may be liable), each party will bear its proportional share of claims, damages, losses, and expenses based upon the parties' relative degree of fault.
- 9.4 Nothing in this Agreement shall be construed as a waiver or derogation of the AUTHORITY'S sovereign immunity.

ARTICLE 10: INSURANCE

10.1 The CONSULTANT shall maintain, at its own expense, continuous insurance coverage as set forth below:

- 13.1.1 Worker's Compensation and Employers Liability: Statutory
- 13.1.2 Comprehensive General Liability:
 - Bodily Injury and Property Damage Combined \$2,000,000 / \$2,000,000
- 13.1.3 Automobile Liability
 - Bodily Injury and Property Damage Combined \$1,000,000 / \$1,000,000
- 13.1.4 Professional Liability Insurance (including error and omissions) \$1,000,000 /\$1,000,000

10.2 The duration of the CONSULTANT'S insurance coverage shall extend beyond the completion of the Services provided under this Agreement in accordance with Florida Statutory requirements, if available, and if unavailable, the CONSULTANT agrees to obtain and maintain in effect policies which will extend such coverage following completion of the Services provided under this Agreement in accordance with Florida Statutory requirements. If no such statutory requirement exists, CONSULTANT shall extend or obtain coverage for one year beyond the completions of the Services. Certificate(s) of insurance shall name the AUTHORITY as an additional named insured under the CONSULTANT'S comprehensive general liability, automobile liability, and professional liability policies and shall provide thirty (30) days written notice to the certificate holder prior to cancellation or modification of coverage. CONSULTANT shall provide proof of insurance with AUTHORITY as an additional named insured upon execution of Agreement prior to commencement of work and annually thereafter.

ARTICLE 11: DISPUTE RESOLUTION, CONTROLLING LAW, AND VENUE

11.1 All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the state court of appropriate jurisdiction in the Fourteenth Judicial Circuit, in and for Bay County, Florida.

11.2 In the event a dispute shall arise under or about this Agreement, the prevailing party therein shall be entitled to recover from the non-prevailing party all costs, expenses, and attorney's fees which may be incurred on account of such dispute, as well as at every stage of any such proceedings from the time such dispute first arises through trial or other proceedings and all appellate processes, including any proceeding to determine the amount of fees owed.

ARTICLE 12: INDEPENDENT CONTRACTOR

The CONSULTANT shall be an independent contractor with respect to the Services and with respect to all regulations affecting its business and the performance of the Services. CONSULTANT shall obtain all applicable licenses and permits to conduct its business under this Agreement.

ARTICLE 13: SUCCESSORS AND ASSIGNS

- 13.1 This Agreement shall be binding upon the AUTHORITY and the CONSULTANT and their respective partners, successors, heirs, assigns, and legal representatives.
- 13.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the AUTHORITY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the AUTHORITY and the CONSULTANT and not for the benefit of any other party. Neither the AUTHORITY nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests (including, but without limitation, monies that may become due or monies that are due) in this Agreement without the written consent of the other.

ARTICLE 14: SUBCONSULTANTS

- 14.1 For purposes of this agreement, the following firms shall be deemed approved Subconsultants as part of the CONSULTANT’S team:

- 14.2 The CONSULTANT shall have the right, with the AUTHORITY’S prior written consent, to employ other firms to serve as subconsultants to the CONSULTANT in connection with the CONSULTANT'S performance of the Services hereunder.
- 14.3 The CONSULTANT agrees, at the AUTHORITY'S written request (which may be made by the AUTHORITY with or without cause), promptly to terminate the services of any such subconsultant and promptly replace each such terminated person or firm with a person or firm of comparable experience approved by the AUTHORITY in writing.

ARTICLE 15: PRIVILEGED INFORMATION

- 15.1 The CONSULTANT agrees, during the period of this Agreement, not to knowingly divulge, furnish or make available to any third person, firm or organization, without the AUTHORITY'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 concerning the services to be rendered by the CONSULTANT or any subconsultant pursuant to this Agreement.

- 15.2 Obligations of confidentiality expressed in Article 15.1 shall not apply to any information disclosed which:
- a) can be shown to be widely known and readily accessible to the public; or
 - b) is required to be disclosed by Florida Public Records law, other applicable Federal or State law or judicial or administrative order; provided, however, that CONSULTANT shall give the AUTHORITY timely notice of such mandate prior to the submission of said confidential information, and provided further, that CONSULTANT shall reasonably cooperate with lawful efforts that the AUTHORITY might take to intervene in any such proceedings or to otherwise prevent such disclosure.

ARTICLE 16: CONTINGENCY FEES

The CONSULTANT and its subconsultants warrant that they have not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, attorney, lobbyist, 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. CONSULTANT's or any subconsultant's failure to identify any retention in violation of this paragraph shall void this Agreement ab initio.

ARTICLE 17: WARRANTY

The CONSULTANT warrants that its Services under this Agreement shall be performed in a thorough, efficient and workmanlike manner, promptly and with due diligence and care, and in accordance with the standard of care provided by Article 3.

ARTICLE 18: FORCE MAJEURE

The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or accidents beyond the control of the CONSULTANT. In any such event, the CONSULTANT'S contract price and schedule shall be equitably adjusted. The AUTHORITY is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or accidents beyond the control of the AUTHORITY.

ARTICLE 19: LIMITATION OF LIABILITY

The CONSULTANT shall not be held liable for the acts or omissions of the AUTHORITY's other contractors, subcontractors, vendors or their employees and agents.

ARTICLE 20: SHOP DRAWING REVIEW

- 21.1 As required per authorized Task Order, the CONSULTANT shall review construction contractor submittals, such as shop drawings, product data, samples and other data, only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents.
- 21.2 The CONSULTANT'S review shall be conducted with reasonable promptness while allowing sufficient time to permit adequate review.

ARTICLE 21: WAIVER

The waiver by either party of any breach of any term, covenant, condition or agreement contained herein or any default in the performance of any obligations hereunder shall not be deemed to be a waiver or any other breach or default of the same or of any other term, covenant, condition, agreement or obligation. No waiver of any rights under this Agreement shall be binding unless it is in writing signed by the party waiving such rights.

ARTICLE 22: TITLE TO PLANS AND SPECIFICATIONS

Drawings, calculations, specifications, reports, plans, field data, computer software enhancements, CAD files and such other data and information compiled or prepared by the CONSULTANT pursuant to this Agreement which the AUTHORITY may require CONSULTANT to supply in accordance with the Agreement, shall be and shall remain the property of the AUTHORITY. Any reuse of the above referenced work product other than for the specific project and intent for which the information was prepared by the CONSULTANT shall be at user's sole risk and without liability to the CONSULTANT. At the termination of this Agreement, CONTRACTOR shall return to AUTHORITY any and all drawings, calculations, specifications, reports, plans, field data, computer software enhancements, CAD files and such other data and information compiled or prepared by the CONSULTANT pursuant to this Agreement not previously provided at no additional cost to AUTHORITY.

ARTICLE 23: SEVERABILITY

If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE 24: NOTICES

Any and all notices required or authorized to be given pursuant to this Agreement shall

be given in writing and either hand-delivered or sent by certified or registered mail, postage prepaid, and return receipt requested, as follows:

If to AUTHORITY: Parker McClellan, Executive Director
Panama City-Bay County Airport and Industrial District
6300 West Bay Parkway, Box A
Panama City Beach, FL 32409

If to CONSULTANT: _____

ARTICLE 25: HEADINGS

The headings of the articles and 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 articles and sections.

ARTICLE 26: ENTIRE AGREEMENT

This Agreement together with Exhibit 1: Compensation, Exhibit 2: Sample Task Order, Exhibit 3: Federally Required Provisions, the Request for Qualifications response including all attachments, and each separately authorized Task Order issued hereunder, constitutes the entire and integrated Agreement between the AUTHORITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and said attachments may only be amended, supplemented, modified, or canceled by written instrument signed by an authorized representative of each party to be bound thereby.

ARTICLE 27: FEDERALLY REQUIRED PROVISIONS

CONSULTANT agrees to be bound by all provisions provided by Exhibit 3. CONSULTANT further agrees to be bound by any federally required provision that the parties failed to include, if it was required by statute, administrative code, FAA grant assurances, or other federal grants at the time of the Effective Date of this Agreement.

ARTICLE 28: PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, PARKER MCCLELLAN AT (850) 763-6751, PMCCLELLAN@PCAIRPORT.COM, PANAMA CITY-BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT, 6300 WEST BAY PARKWAY, BOX A, PANAMA CITY

BEACH, FL 32409.

CONSULTANT shall comply with public records laws, and specifically shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IN WITNESS WHEREOF, the parties hereto have caused Ibis Agreement to be executed by their duly authorized representatives, under seal, as of the day and year first above written.

**PANAMA CITY-BAY COUNTY
AIRPORT AND INDUSTRIAL DISTRICT**

(SEAL)

By: _____

Its: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF BAY

This instrument was acknowledged before me by _____, as _____ of the Panama City-Bay County Airport and Industrial District on _____, 202__.

Notary Public _____

(SEAL)

My Commission Expires: _____

CONSULTANT NAME

(SEAL)

By: _____

Its: _____

Printed Name: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me by _____, who is personally known to me or has provided _____ as identification, on _____, 202__.

Notary Public _____

(SEAL)

My Commission Expires: _____

Exhibit 1: Compensation

(to be determined after Contract award)

SAMPLE

Exhibit 2: Sample Task Order

SAMPLE

**PANAMA CITY-BAY COUNTY AIRPORT & INDUSTRIAL DISTRICT
CONSULTANT NAME
TASK ORDER AGREEMENT**

DATE _____
TASK ORDER # _____
TASK ORDER DESCRIPTION _____

OWNER: Panama City-Bay County Airport & Industrial District

CONSULTANT: _____

SUBCONSULTANT(S): _____

TASK ORDER DESCRIPTION:

TASK ORDER BACKGROUND/JUSTIFICATION:

SCOPE OF SERVICES:

SCHEDULE OF SERVICES:

COMPENSATION:

IN WITNESS WHEREOF, the parties hereto have caused this Task Order Agreement to be executed by their duly authorized representatives as of the date first shown above.

CONSULTANT

**PANAMA CITY-BAY COUNTY AIRPORT &
INDUSTRIAL DISTRICT**

By: _____
(printed name)

By: _____
(printed name)

Title: _____

Title: _____

**PANAMA CITY-BAY COUNTY AIRPORT & INDUSTRIAL DISTRICT
CONSULTANT NAME**

TASK ORDER # _____

TASK ORDER DESCRIPTION _____

DATE _____

Description	Rate	Task Description 1	Hours	Fee	Task Description 2	Hours2	Fee2	Total Hours	Total Fee
CONSULTANT									
Principal	\$ -		-	\$ -		-	\$ -	-	\$ -
Staff #2 Position Title	\$ -		-	\$ -		-	\$ -	-	\$ -
Staff #3 Position Title	\$ -		-	\$ -		-	\$ -	-	\$ -
Staff #4 Position Title	\$ -		-	\$ -		-	\$ -	-	\$ -
Staff #5 Position Title	\$ -		-	\$ -		-	\$ -	-	\$ -
Staff #6 Position Title	\$ -		-	\$ -		-	\$ -	-	\$ -
Staff #7 Position Title	\$ -		-	\$ -		-	\$ -	-	\$ -
Staff #8 Position Title	\$ -		-	\$ -		-	\$ -	-	\$ -
Staff #9 Position Title	\$ -		-	\$ -		-	\$ -	-	\$ -
Staff #10 Position Title	\$ -		-	\$ -		-	\$ -	-	\$ -
Total Consultant			-	\$ -		-	\$ -	-	\$ -
SUBCONSULTANTS									
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Total Subconsultants			-	\$ -		-	\$ -	-	\$ -
OTHER COSTS									
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Description	\$ -		-	\$ -		-	\$ -	-	\$ -
Total Other Costs			-	\$ -		-	\$ -	-	\$ -
Total Task Order			-	\$ -		-	\$ -	-	\$ -

Exhibit 3: Federally Required Provisions

SAMPLE

FEDERALLY REQUIRED PROVISIONS

In this EXHIBIT 3, any reference to "Contractor" shall mean CONSULTANT and any reference to subcontractor shall mean a subconsultant hired by CONSULTANT. AUTHORITY is at times referred to as "recipient" or "sponsor" herein. Contractor (including all subcontractor) shall insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts; Contractor (or subcontractor) shall incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services; and Contractor shall, as prime contractor, be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

1. ACCESS TO RECORDS AND REPORTS.

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS.

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

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

3. CIVIL RIGHTS - GENERAL.

(Reference: 49 USC§ 47123)

APPLICABILITY.

The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport

and Airway Improvement Act of 1982, Section 520, apply to all AIP-funded projects. This provision is in addition to the Civil Rights - Title VI provisions.

GENERAL CIVIL RIGHTS PROVISIONS.

The contractor agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases, the provision obligates the party or any transferee for the longer of the following periods:

- a. the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. the period during which the airport sponsor or any transferee retains ownership or possession of the property.

4. CIVIL RIGHTS - TITLE VI ASSURANCES.

Title VI Clauses for Compliance with Nondiscrimination Requirements

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of

equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

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

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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

non-discrimination statutes and authorities, including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131- 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute {49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access

to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681et seq).

5. CLEAN AIR AND WATER POLLUTION CONTROL.

(Reference: 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II (G))

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

6. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.

(Reference: 2 CFR § 200 Appendix II (E))

1. Overtime Requirements.

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and 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 above, 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 above.

3. **Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration or the Sponsor 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 monies payable on account of work performed by the 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 contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. **Subcontractors.**

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

7. DEBARMENT AND SUSPENSION (NON-PROCUREMENT).

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR).

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS).

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a

"covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

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

8. DISADVANTAGED BUSINESS ENTERPRISE.

(Reference: 49 CFR part 26)

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from AUTHORITY. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the AUTHORITY. This clause applies to both DBE and non-DBE subcontractors.

9. TEXTING WHEN DRIVING

(Reference Executive Order 13513, DOT Order 3902.10)

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 Federal Aviation Administration 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 subgrant.

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

10. ENERGY CONSERVATION REQUIREMENTS

(Reference: 2 CFR § 200, Appendix II(H))

Contractor and Subcontractor 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 USC 6201et seq).

11. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE).

(Reference: 29 USC§ 201, et seq.)

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.

12. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

(Reference: 49 CFR part 20, Appendix A)

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, 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.

13. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Reference 20 CFR part 1910)

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. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer 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.

14. SEISMIC SAFETY

(Reference 49 CFR part 41)

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 that 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.

15. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a

checkmark in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1. The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

16. TERMINATION OF CONTRACT.

(Reference 2 CFR § 200 Appendix II (B))

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

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

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys,

models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

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

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

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

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

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

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

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

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

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in

part, if the Owner:

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

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

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

17. TRADE RESTRICTION.

(Reference: 49 CFR part 30)

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

- 1) 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 (USTR);
- 2) 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 USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC 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 USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR 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 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 USTR, 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 (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

18. VETERAN'S PREFERENCE

(Reference 49 USC § 47112(c))

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 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.