

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

| | | |
|---|-----------------------------------|---|
| Contract with: Jacobs Project Management Co. | Effective Date: November 16, 2011 | Expiration Date: November 15, 2014 |
| Contract Purpose/Description: General Airport Consulting Master Agreement for Professional Services at Key West International Airport and The Florida Keys Marathon Airport | | |
| Contract Manager: Peter Horton (name) | # 5200 (Ext.) | Airports - Stop # 5 (Department/ Stop) |
| for BOCC meeting on: November 16, 2011 | Agenda Deadline: November 1, 2011 | |

CONTRACT COSTS

| | | |
|---|----------------------------|--|
| Total Dollar Value of Contract: \$ open | Current Year Portion: TBD | |
| Budgeted? Yes | Account Codes: will vary | |
| | 63053-GAKD50; 63529-GAMD26 | |
| Grant: will vary (FDOT/FAA) | | |
| County Match: Operating | | |

ADDITIONAL COSTS

| | |
|--|--|
| Estimated Ongoing Costs: n/a (not included in dollar value above) | For: (eg. maintenance, utilities, janitorial, salaries, etc.) |
|--|--|

CONTRACT REVIEW

| | Date In | Changes Needed Yes No | Reviewer | Date Out |
|-------------------|-------------|--------------------------|--|----------------------|
| Airports Director | ___/___/___ | () () | <u>Peter Horton</u> Peter Horton | <u>11 / 1 / 2011</u> |
| Risk Management | ___/___/___ | () () | _____ | ___/___/___ |
| O.M.B./Purchasing | ___/___/___ | () () | for Risk Management _____ | ___/___/___ |
| County Attorney | ___/___/___ | () () | for OMB <u>Pedro Mercado</u> County Attorney | <u>11 / 1 / 2011</u> |

Comments: _____

MASTER AGREEMENT

FOR

PROFESSIONAL SERVICES

BETWEEN

JACOBS PROJECT MANAGEMENT CO.

AND

MONROE COUNTY, FLORIDA

**AGREEMENT FOR
PROFESSIONAL SERVICES**

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**AGREEMENT FOR
PROFESSIONAL SERVICES**

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MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and executed as of the 16th day of November, 2011 by and between **JACOBS PROJECT MANAGEMENT Co.**, with a place of business at 3750 NW 87th Avenue, Suite 750, Miami, FL 33178 (hereinafter called “Consultant”) and **MONROE COUNTY**, a political subdivision of the State of Florida, represented by its Board of County Commissioners (hereinafter called “County”), collectively referred to herein as “Parties”, provides as follows:

ARTICLE 1

SERVICES AND AUTHORIZATION

Consultant will provide the engineering, consulting and other professional Services as described in Appendix A and as authorized from time to time by written Task Orders, using the form provided in Appendix C hereto, issued by Client and accepted by Consultant, as evidenced by Client’s and Consultant’s signatures thereon. Each Task Order issued by Client shall clearly state that it is issued pursuant to this Agreement and shall identify the scope of Services to be performed by Consultant, the schedule for performance of the Services, the method of pricing and/or compensation for Services (if different from the method under Article 4 below), and such other matters as may be pertinent to the individual authorization. The terms of this Agreement shall supersede any standard or preprinted terms that may be attached to or referenced in any Task Order.

ARTICLE 2

GENERAL OBLIGATIONS OF CONSULTANT

The contract between the County and the Consultant, of which this agreement is a part, consists of the contract documents, which are as follows: Any amendments to the agreement executed by the parties hereafter and the original agreement, together with the response to RFQ and all required insurance documentation. In the event of a discrepancy between the documents, precedence shall be determined by the order of the documents as just listed.

The Consultant shall provide services for the County. The Consultant warrants that it is authorized by law to engage in the performance of the activities herein described, subject to the terms and conditions set forth in these contract documents. The Consultant shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Consultant shall provide services using the following standards, as a minimum requirement:

- A. The Consultant shall maintain adequate staffing levels to provide the services required under the agreement resulting from this RFQ process.

- B. The personnel shall not be employees of or have any contractual relationship with The County. To the extent that Consultant uses subcontractors or independent contractors; this agreement specifically requires that the level of independence normally exercised by such subcontractors and independent contractors be curtailed and that they be supervised by the Consultant.
- C. All personnel engaged in performing services under this contract shall be fully qualified and if required, to be authorized or permitted under State and local law to perform such services.

ARTICLE 3

GENERAL OBLIGATIONS OF THE COUNTY

The County shall provide Consultant full information regarding the County's requirements for the Project and shall provide information regarding existing facilities, such as drawings, as-built drawings, legal description, easements, rights of way, agreements with any utilities, or any other information in the County's possession which is necessary or useful in connection with the Project.

The County shall appoint a representative that will have the authority to make decisions on behalf of the County regarding the Project. The representative shall make decisions regarding the Project in a timely manner.

ARTICLE 4

COMPENSATION

Consultant will be compensated for Services as set forth in each approved Task Order and in accordance with the billing and expense rates contained within Appendix B.

ARTICLE 5

PAYMENTS

The Consultant shall submit to the County an invoice with supporting documentation acceptable to the Clerk on a schedule as set forth in the contract. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursement of funds.

In the event the County does not make payments as required herein, in addition to any other remedy available to Consultant, including but not limited to termination, Consultant shall have the right to suspend its performance on the Project and await receipt of all payments then due before resuming performance. Consultant shall be entitled an extension of time for the period of suspension. During any suspension, Consultant shall have the right to terminate the Agreement for non-payment following no less than fifteen (15) day notice to County.

ARTICLE 6

PERIOD OF SERVICE

Consultant shall make its best efforts to complete its Services within the time period set forth in the Task Order.

ARTICLE 7

TERM OF CONTRACT

The base term of this Agreement is for three years, commencing on the 16th day of November, 2011, and ending on the 15th day of November, 2014. The term of the contract may be extended twice with one year extensions. The extension will be granted in writing at the sole discretion of the County.

ARTICLE 8

CONSULTANT'S ACCEPTANCE OF CONDITIONS

- A. The Consultant hereby agrees that he has fully acquainted himself with both the Key West International Airport and Florida Keys Marathon Airport for which he shall provide services and has made investigations to fully satisfy himself that such site(s) is (are) correct and suitable for this work and he assumes full responsibility therefor. The provisions of the Agreement shall control any inconsistent provisions contained in the specifications. All specifications have been read and carefully considered by the Consultant, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Agreement be more strongly construed against the County than against the Consultant. The foregoing notwithstanding, Consultant shall not be considered in default under this Agreement for any failure to perform that is based on latent or unknown conditions or defects in the sites and facilities where the work is to be performed.
- B. Any ambiguity or uncertainty in the specifications shall be interpreted and construed by the County, and its decision shall be final and binding upon all parties.
- C. The passing, approval, and/or acceptance by the County of any of the services furnished by the Consultant shall not operate as a waiver by the County of strict compliance with the terms of this Agreement, and specifications covering the services. Failure on the part of the Consultant, immediately after Notice to Correct shall entitle the County, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Consultant, who in any event shall be jointly and severally liable to the County for all damage, loss, and expense caused to the County by reason of the Consultant's breach of this Agreement and/or his failure to comply strictly and in all things with this Agreement and with the specifications.
- D. The Consultant agrees that the County Administrator may designate representatives to visit the Consultant's facility (ies) periodically to conduct random open file evaluations

during the Consultant's normal business hours. Such evaluation rights shall not extend to Consultant's proprietary information including standard rates and multipliers.

- E. The Consultant has, and shall maintain throughout the term of this agreement, appropriate licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request.

ARTICLE 9

CONSULTANT'S BOOKS, RECORDS AND DOCUMENTS

Consultant shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four (4) years following the termination of this Agreement. Such inspection rights shall not extend to Consultant's proprietary information. If an auditor employed by the County or Clerk of Courts determines that monies paid to Consultant pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Consultant shall repay the monies together with interest calculated pursuant to Sec. 55.03; FS, running from the date the monies were paid to Consultant.

ARTICLE 10

PUBLIC ACCESS

The County and Consultant shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Consultant in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Consultant. Such inspection rights shall not extend to Consultant's proprietary information.

ARTICLE 11

CHANGES IN SCOPE OF SERVICES

The County may, at any time, make changes in the scope of Services required under a Task Order for the Project or in the definition of Services to be performed. In the event the County notifies Consultant of its desire to make a change in the scope of Services that may change the cost of performance, Consultant shall, within ten (10) working days after receiving such notice, give the County notification of any potential change in price for the Services. Equitable adjustments to price and time of performance resulting from scope of Services changes will be negotiated and upon mutual agreement by Client and Consultant, the Task Order will be modified by a written instrument, signed by both parties, to reflect the changes in scope of Services, price and schedule.

ARTICLE 12

WARRANTY

- A. Consultant warrants that its engineering, design and consulting Services will be performed in accordance with generally accepted standards in the industry. Following completion of its Services and for a period of twelve (12) months thereafter, if the Services provided hereunder do not conform to the warranty above stated and the same is reported to Consultant by the County in writing promptly after recognition thereof, Consultant shall, at no cost to the County, furnish all remedial engineering, design or consulting Services required in connection therewith as soon as reasonably possible after receipt of such report from the County; and Consultant shall have no liability for costs related to the repair, replacement, addition or deletion of materials, equipment or facilities as a result of such failure to conform to the above-referenced warranties, which costs shall be deemed costs of the project, whether incurred during performance of the Services or after completion of the Services.
- B. Consultant's warranties shall not apply to any defect which results from: ordinary wear and tear, misoperation, corrosion or erosion, noise levels, operating conditions more severe than those contemplated in the original design, or a defect in a process or mechanical design or equipment furnished or specified by the County or others.
- C. All representations, warranties and guarantees made by Consultant in connection with its Services are limited to those set forth in this Article 12. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. For any deficiencies in the Services, Client shall be restricted to the remedies expressly set forth in this Article 12; such remedies are the County's sole and exclusive remedies for deficiencies in the Services and the County hereby waives any and all other remedies, whether at law or in equity, and regardless of whether the claim is asserted under contract, tort (including the concurrent or sole and exclusive negligence of Consultant), strict liability or otherwise.

ARTICLE 13

INDEMNIFICATION

- A. Notwithstanding any minimum insurance requirements prescribed elsewhere in this Agreement, Consultant will defend, indemnify and hold the County and the County's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses (including, without limitation, costs of remediation and costs of additional security measures that the Federal Aviation Administration, the Transportation Security Administration or any other governmental agency requires by reason of, or in connection with a violation of any federal law or regulation, attorneys' fees and costs, court costs, fines and penalties) that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason

of, or in connection with, (A) the negligence or willful misconduct of Consultant or any of its employees, agents, contractors or other invitees, or (B) Consultant's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or negligent acts or omissions of the County or any of its employees, agents, contractors or invitees (other than Consultant). Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

- B. The County, as a political sub-division of the State of Florida, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious acts, which result in claims or suits against either the Consultant or County, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

ARTICLE 14

LIMITATION OF LIABILITY

The total aggregate liability of Consultant arising out of the performance or breach of this Agreement or any Task Order hereunder shall not exceed the total compensation paid to Consultant under the applicable Task Order or \$500,000, whichever is less. The limitations of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including the concurrent or sole and exclusive negligence), strict liability or otherwise of Consultant, its employees or subconsultants. The Parties agree that the limitations of liability as set forth herein shall not be interpreted as a form of indemnification.

ARTICLE 15

INSURANCE

As a pre-requisite of the work governed, or the goods supplied under this Agreement (including the pre-staging of personnel and material), the Consultant shall obtain, at his own expense, insurance as specified in any attached schedules, which are made part of this Agreement. The Consultant will ensure that the insurance obtained will extend protection to all Contractors and subcontractors engaged by the Consultant. As an alternative, the Consultant may require all Contractors and Subcontractors to obtain insurance consistent with the attached schedules.

The Consultant will not be permitted to commence work governed by this Agreement (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Consultant to provide satisfactory evidence of the required insurance, shall not extend any specified deadlines and any penalties and failure to perform assessments

shall be imposed as if the work commenced on the specified date and time, except for the Consultant's failure to provide satisfactory evidence.

The Consultant shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Consultant to maintain the required insurance shall not extend any specified deadlines and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Consultant's failure to maintain the required insurance.

The Consultant shall provide, to the County, as satisfactory evidence of the required insurance, a Certificate of Insurance.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer. The acceptance and/or approval of the Consultant's insurance shall not be construed as relieving the Consultant from any liability or obligation assumed under this Agreement or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as Additional Insured on all policies, except for Workers' Compensation and Professional Liability.

Any deviations from these General Insurance Requirements must be requested in writing on the County-prepared form entitled, "**Request for Waiver of Insurance Requirements**" and approved by Monroe County Risk Management.

Prior to execution of this agreement, the consultant shall furnish the County Certificates of Insurance indicating the minimum coverage limitations as indicated by an —X on the attached forms identified as INSCKLST 1-5, as further detailed on forms WC1, GL1, GIR 1, and VL1, each attached hereto and incorporated as part of this contract document, and all other requirements found to be in the best interest of Monroe County as may be imposed by the Monroe County Risk Management Department.

ARTICLE 16

RELATIONSHIP OF CONSULTANT TO CLIENT

At all times and for all purposes under this agreement the Consultant is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed so as to find the Consultant or any of his employees, contractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

ARTICLE 17

PERSONNEL

Consultant agrees that during Consultant's performance of Services hereunder, adequate provision shall be made to staff and retain the services of such competent personnel as may be appropriate or necessary for the performance of such Services. The County shall have the right to review the personnel assigned by Consultant, and Consultant shall remove any personnel not acceptable to the County. Consultant may remove personnel assigned to a Task Order without the County's prior approval, provided the progress of the Services shall not be unreasonably impaired.

ARTICLE 18

NONDISCRIMINATION

Consultant agrees that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Consultant agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

ARTICLE 19

ASSIGNMENT/SUBCONTRACT

The Consultant shall not assign or subcontract its obligations in their entirety under this agreement, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the board. The prohibition against assignment or subcontracting shall not apply in those instances where the Consultant contracts a sub-consultant to perform a portion of the Consultant's obligations under the terms of the agreement.

ARTICLE 20

OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

- A. The County agrees to defend, indemnify and hold harmless Consultant and its employees from and against claims resulting from re-use of the design data, drawings, estimates, calculations and specifications prepared by Consultant ("instruments of service") on extensions of the project or at a location other than that contemplated by the Task Order. The County is advised that should the County re-use the instruments of service at another location, the instruments of service should be reviewed and sealed by the County or an engineer licensed in the jurisdiction where the instruments of service are sought to be re-used.
- B. All materials and information that are the property of the County and all copies or duplications thereof shall be delivered to the County by Consultant, if requested by the County, upon completion of Services. Consultant may retain one complete set of reproducible copies of all of its instruments of service.

ARTICLE 21

PERMITS AND LICENSES

Consultant represents to the County that it has and will maintain during the performance of the Services under this Agreement any permits or licenses which, under the regulations of federal, state, or local governmental authority, it may be required to maintain in order to perform the Services.

ARTICLE 22

ADHERENCE TO LAWS

In providing all services/goods pursuant to this agreement, the Consultant shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The consultant shall possess proper licenses to perform work in accordance with these specifications throughout the term of this agreement.

ARTICLE 23

NONDISCLOSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS

The County and Consultant agree that any disclosure will be made on the following basis:

- A. Confidential Client Information (“Primary Data”) disclosed to Consultant which is identified in writing by the County as proprietary to the County shall be: (1) safeguarded, (2) maintained in confidence, and (3) made available by Consultant only to those of its employees or others who have a need-to-know and agree to equivalent conditions pertaining to nondisclosure as contained herein.
- B. Upon completion of the Project or sooner if the County so requests, the Consultant shall return to the County’s representative all Primary Data furnished to the Consultant under this Agreement and shall, if requested, deliver to the the County’s representative all drawings, schedules, calculations, and other documents generated by Consultant for use in connection with the Project (“Secondary Data”).
- C. Consultant shall not use for itself or to disclose to third parties any Primary Data or Secondary Data without the prior written consent of the County.
- D. The nondisclosure obligations pertaining to Primary and Secondary Data shall terminate three (3) years from date Consultant’s association with this Project terminates. The nondisclosure obligations shall not apply to any data which:
 - 1. Was known to the Consultant (and previously unrestricted) before disclosure of Primary Data to Consultant under this Agreement or before generation of Secondary Data;
 - 2. Is subsequently acquired by the Consultant from a third party who is not in default of any obligation restricting the disclosure of such information; or
 - 3. Is subsequently available or becomes generally available to the public.
- E. Notwithstanding this nondisclosure obligation, Consultant may nevertheless draw upon its experience in its future association with other clients.

ARTICLE 24

DISCLOSURE AND CONFLICT OF INTEREST

The Consultant represents that it, its directors, principals and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this Agreement, as provided in Sect. 112.311, et. seq., Florida Statutes. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

The County and Consultant warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Consultant agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 25

NO PLEDGE OF CREDIT

The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

ARTICLE 26

CERTIFICATION OR SEALING OF INSTRUMENTS OF SERVICE BY PROFESSIONAL ENGINEER

All specifications, drawings, and other engineering documents that are prepared by Consultant shall be certified or sealed by a registered professional engineer. Such certifications or seals shall be valid for the state in which the specifications, drawings, or other engineering documents are to be used or applied.

ARTICLE 27

FORCE MAJEURE

Any delays in or failure of performance by Consultant or the County, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of the County or Consultant, as the case may be, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of the County or Consultant respectively. In the event that any event of force majeure as herein defined occurs, Consultant shall be entitled to a reasonable extension of time for performance of its Services under the affected Task Order.

ARTICLE 28

PROJECT DELAY

If a Task Order or the Consultant's proposal calls for provision of its Services under a guaranteed maximum price, fixed fee, or stipulated lump sum basis and the Consultant's work on any phase of the Services is extended by one or more force majeure events or other delays not attributable in whole or in part to the fault of Consultant, then the guaranteed maximum price, fixed fee, or stipulated lump sum, as the case may be, shall be equitably adjusted.

ARTICLE 29

LIMITED AGENCY – PROCUREMENT SERVICES

If this Agreement authorizes Consultant to perform procurement Services, the following terms will apply:

- A. The County appoints Consultant as its Agent, and the County accepts such appointment to purchase in the County's name and on behalf of Client, equipment, materials, supplies and services in connection with the project.
- B. Such purchases shall be made by a special purchase order provided by the County, or such other forms, terms and conditions, or modifications or revisions to said forms as the County may in its sole discretion at any time instruct Consultant to use. Consultant shall furnish the County with a copy of the purchase order document at the time the purchase order is issued. All purchases shall be carried out in accordance with Monroe County purchasing policies and procedures.

- C. Consultant shall not have authority to accept or bind the County in any way to changes, modifications, revisions, alterations, amendments, or supplemental, additional, or different terms and conditions (hereinafter referred to as “deviations”) which may be submitted or requested by a vendor or contractor. Consultant shall immediately submit any deviations from the County’s standard terms and conditions to the County for review by the County’s Purchasing Manager or his representative and such deviations shall not be accepted by Consultant unless Consultant receives express written approval thereof from the County’s Purchasing Manager or his representative.
- D. All purchase orders issued by Consultant hereunder shall be signed by Consultant for the County. The ownership and title of all items purchased hereunder shall pass directly from the selling party to the County, and Consultant shall at no time be a party to such transaction other than as agent of the County. The County shall have the unilateral right to have the commitment authority of Consultant, its employee or this limited agency authorization in its entirety revoked and cancelled at any time, with or without cause. The County shall be obligated directly to the selling party for all payments for materials, equipment, supplies and services procured hereunder.
- E. Consultant shall maintain at all times at its offices in 245 Riverside Ave., Jacksonville, FL 32092, a complete file of all commitments, drawings, specifications, insurance certificates, guarantees and warranties relating to its procurement work on behalf of the County, and these shall remain the property of the County and shall be turned over to the County at the conclusion of the project.
- F. The agency relationship created hereby shall be limited to the purchase of materials, equipment, supplies and services for the project and to such ancillary activities as may be necessary or appropriate in connection therewith, including but not limited to, freight movement, freight consolidation and freight forwarding; expediting of deliveries of purchased items, and receiving reports for such items when they arrive at the project.
- G. Consultant shall not have authority to make any representation on behalf of the County or to commit the County in any way beyond the express authority granted by this Article 29, unless otherwise granted by the County in writing.
- H. The County shall hold Consultant and its employees harmless from any claims, suits or liabilities arising out of any breach or other failure of performance by any contractor, vendor or supplier under any contract or purchase order issued by Consultant hereunder.
- I. Consultant shall give the County immediate notice in writing of any action, suit or lien filed or to be filed, and prompt notice of any claim made against the County or Consultant by any vendor, contractor or subcontractor which may result in litigation or a lien in any way related to the project. Consultant’s liability for its Services is as stated in Article 14.

ARTICLE 30

CONSTRUCTION PHASE SERVICES

If this Agreement includes the furnishing of any Services during the construction phase of the Project, the following terms will apply:

- A. If Consultant is called upon to observe the work of the County's construction contractor(s) for the detection of defects or deficiencies in such work, Consultant will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. Consultant shall not review or manage the means, methods, techniques, sequences or procedures utilized by any construction contractor. Consultant shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. The construction contractor(s) shall be solely responsible for construction safety.
- B. If Consultant is called upon to review submittals from construction contractors, Consultant shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Consultant's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the construction contractor, all of which remain the responsibility of the construction contractor. The Consultant's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- C. Consultant shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services.
- D. All services performed by others, including construction contractors and their subcontractors, shall be warranted only by such others and not by the Consultant.
- E. All contracts between the County and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of the County and Consultant, in a form satisfactory to Consultant.

ARTICLE 31

GOVERNING LAW, VENUE, INTERPRETATION, COSTS AND FEES

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

B. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

C. The County and Consultant agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

D. Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Consultant agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

E. Attorney's Fees and Costs. The County and Consultant agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

F. Adjudication of Disputes or Disagreements. County and Consultant agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

G. Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Consultant agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Consultant specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

ARTICLE 32

NOTICES AND/OR COMMUNICATIONS

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY
County Administrator
1100 Simonton Street
Key West, FL 33040

and

County Attorney
PO Box 1026
Key West, Fl. 33041-1026

FOR CONSULTANT:

Mr. Chris Bowker, P.E.
245 Riverside Ave.
Jacksonville, FL 32092

ARTICLE 33

TAXES

The County is exempt from payment of Florida State Sales and Use taxes. The Consultant shall **not** be exempted by virtue of the County’s exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is the Consultant authorized to use the County’s Tax Exemption Number in securing such materials. The Consultant shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this agreement.

ARTICLE 34

TERMINATION

A. The County may terminate this Agreement for cause with fifteen (15) days notice to the Consultant. Cause shall constitute a breach of the obligations of the Consultant to perform the services enumerated as the Consultant’s obligations under this contract.

B. Either of the parties hereto may terminate this contract without cause by giving the other party sixty (60) days written notice of its intention to do so.

ARTICLE 35

MISCELLANEOUS

A. *Binding Effect.* The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Consultant and their respective legal representatives, successors, and assigns.

- B. *Authority.* Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.
- C. *Claims for Federal or State Aid.* Consultant and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations submitted by the Consultant shall be approved by the County prior to submission.
- D. *Privileges and Immunities.* All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.
- E. *Legal Obligations and Responsibilities.* Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.
- F. *Non-Reliance by Non-Parties.* No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Consultant agree that neither the County nor the Consultant or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.
- G. *Attestations.* Consultant agrees to execute such documents as the County may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.
- H. *No Personal Liability.* No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County or Consultant in their individual capacities, and no member, officer, agent or employee of Monroe County or Consultant shall be liable personally on this Agreement

or be subject to any personal liability or accountability by reason of the execution of this Agreement.

- I. *Execution In Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.
- J. *Section Headings.* Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.
- K. *Covenant of No Interest.* County and Consultant covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.
- L. *Code of Ethics.* County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.
- M. *No Solicitation/Payment.* The County and Consultant warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Consultant agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- N. *Non-Waiver of Immunity.* Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Consultant in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.
- O. *Waiver.* Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way effect, limit, or

waive such party's rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.

P. *Severability.* Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

Q. *Rights and Remedies.* The specific remedies set forth in this Agreement, including but not limited to those remedies with respect to the quality of the Services performed by Consultant hereunder, are the exclusive remedies of the Parties.

R. *Ownership.* County agrees to inform Consultant in those instances where a leasehold to a facility where work is contemplated is held by another.

S. *Time of Accrual.* For services performed by Consultant before substantial completion, all causes of action against Consultant shall accrue and the statute of limitations shall commence to run no later than the date of substantial completion of the Project. For services performed by Consultant after the date of substantial completion but before final completion of the Project, all causes of action against Consultant shall accrue and the statute of limitations shall commence to run no later than the date of final completion. The Parties expressly agree that the discovery rule for purposes of accrual shall not apply.

T. *Publicity.* Neither of the Parties shall make any press release, news disclosure or other advertising related to the Project that includes the name of the other party without first obtaining the written approval of the other party.

U. *Federal, State and Local Law.* The Consultant shall comply with all federal, state, county and local laws, ordinances, rules and regulations now and hereafter in force which may be applicable to the operation of its business at the airport as amended from time to time.

V. *Airport Security Requirements.*

a. General. The federal Transportation Security Administration is the federal agency primarily responsible for overseeing the security measures utilized by the airport owner pursuant to the relevant provisions of Chapter 49, United States Code, and regulations adopted under the authority of the Code, including but not limited to 49 CFR 1540, et seq. Violations of the statutes or regulations may result in severe civil monetary penalties being assessed against the airport operator. It is the intent of the airport operator that the burdens and consequences of any security violations imposed upon the airport operator as a result of actions by an airport tenant or the airport tenant's employees, agents, invitees, or licensees shall be borne by the airport tenant.

b. Airport Tenant Defined. An airport tenant means any person, entity, organization, partnership, corporation, or other legal association that has an agreement with the airport operator to conduct business on airport property. The term also includes an airport tenant as defined in 49 CFR 1540.5. Each signatory to this Agreement, other than the airport operator, is an airport tenant.

c. Airport Operator Defined. As used in this Agreement, airport operator means Monroe County, Florida, its elected and appointed officers, and its employees.

d. Airport Property Defined. Airport property shall mean the property owned or leased by, or being lawfully used by, the airport operator for civil aviation and airport-related purposes. For purposes of this Agreement, airport property is the property generally referred to as the Key West Airport, the Marathon Airport, or both as may be set forth in this Agreement.

e. Inspection Authority. The airport tenant agrees to allow Transportation Security Administration (TSA) authorized personnel, at any time or any place, to make inspections or tests, including copying records, to determine compliance of the airport operator or airport tenant with the applicable security requirements of Chapter 49, United States Code, and 49 CFR 1540, et seq.

f. Airport Security Program. The airport tenant agrees to become familiar, to the extent permitted by the airport operator, with the Airport Security Program promulgated by the airport operator and approved by TSA, and also agrees to conform its' operations and business activities to the requirements of the Airport Security Program.

g. Tenant Security Program. If permitted under TSA regulations, the airport tenant may voluntarily undertake to maintain an Airport Tenant Security Program as referred to in 49 CFR 1542.113. If the airport tenant voluntarily promulgates an Airport Tenant Security Program that is approved by TSA, such program, as may be amended and approved from time to time, shall be automatically incorporated into this Agreement.

h. Breach of Agreement. Should TSA determine that the airport tenant or one or more of the airport tenant's employees, agents, invitees, or licensees has committed an act or omitted to act as required, and such act or omission is a violation which results in TSA imposing a civil penalty against the airport operator in accordance with TSA's Enforcement Sanction Guidance Policy, such determination and imposition of a civil penalty by TSA shall be considered a significant breach of this Agreement.

(1). Minimum Violation. If the violation is the first or second violation attributed to the airport tenant and is a civil penalty minimum violation|| as provided for in TSA's Enforcement Sanction Guidance Policy, the airport tenant may cure the breach by paying to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, mitigating, compromising, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures. If the violation is a third violation, or there are multiple violations in excess of two violations, that is or are a civil penalty minimum violation||, the airport tenant shall pay to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport operator shall have the right to unilaterally cancel this Agreement, such

cancellation to be effective thirty calendar days after receipt by the airport tenant of written notice of cancellation of this Agreement by the airport operator.

(2). Moderate Violation. If the violation is the first or second violation attributed to the airport tenant and is a civil penalty moderate violation as provided for in TSA's Enforcement Sanction Guidance Policy, the airport tenant may cure breach by paying to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating or taking of remedial measures as may be agreed to by TSA to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport tenant may cause all of airport tenant's employees involved in the airport tenant's business operations on the airport property to undergo such security training as may be required by the airport operator. The total cost of the training shall be paid for by the airport tenant. If the violation is a third violation, or there are multiple violations in excess of two violations, that is or are a civil penalty moderate violation, the airport tenant shall pay to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; further, the airport operator shall have the right to unilaterally cancel this Agreement such cancellation to be effective thirty calendar days after receipt by the airport tenant of written notice of cancellation of this Agreement by the airport operator.

(3). Maximum Violation. If the violation is the first violation attributed to the airport tenant and is a civil penalty "maximum violation" as provided for in TSA's Enforcement Sanction Guidance Policy, the airport tenant may cure the breach by paying to the airport operator the total costs incurred by the airport operator, including any fines and penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport tenant may cause all of airport tenant's employees involved in the airport tenant's business operations on the airport property to undergo such security training as may be required by the airport operator. The total cost of the training shall be paid for by the airport tenant. If the violation is a second violation, or there are multiple violations, that is or are a civil penalty "maximum violation", the airport tenant shall pay to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport operator shall have the right to unilaterally cancel this Agreement, such cancellation to be effective thirty calendar days after receipt by the airport tenant of written notice of cancellation of this Agreement by the airport operator.

(4). Mitigation of Breach. TSA has a policy of forgoing civil penalty actions when the airport operator detects violations, promptly discloses the violations to TSA, and takes prompt corrective action to ensure that the same or similar violations do not recur. This policy is known

as the TSA Voluntary Disclosure Program Policy, and is designed to encourage compliance with TSA regulations, foster secure practices, and encourage the development of internal evaluation programs. The airport tenant agrees that upon detecting a violation the airport tenant will immediately report it to the airport operator. Should the TSA ultimately determine that the violation was committed by the airport tenant, or an employee, agent, invitee, or licensee of the airport tenant, but the violation should result in the issuance of a letter of correction in lieu of a civil penalty, then the airport tenant shall reimburse the airport operator the total costs incurred by the airport operator in investigating, defending, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, mitigation, or taking of remedial action measures. A violation resulting in the issuance of a letter of correction shall not be considered to be a breach of this Agreement by the airport tenant.

(5). Survival of Sub-Section. This sub-section shall survive the cancellation or termination of this Agreement, and shall be in full force and effect.

U. *Mutual Review.* This Agreement has been carefully reviewed by Consultant and the County, therefore this Agreement is not to be construed against either party on the basis of authorship.

V. *Entirety of Agreement.* This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed and original contract.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairman

**CONSULTANT:
JACOBS PROJECT MANAGEMENT CO**

By _____

Witness _____

Title _____

WORKERS' COMPENSATION INSURANCE REQUIREMENTS

Prior to the commencement of work governed by this Agreement, the Consultant shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$1,000,000 Bodily Injury by Accident
\$1,000,000 Bodily Injury by Disease, policy limits
\$1,000,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the Agreement.

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Consultant has been approved by Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Consultant may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Consultant participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Consultant may be required to submit updated financial statements from the fund upon request from the County.

GENERAL LIABILITY INSURANCE REQUIREMENTS

Prior to the commencement of work governed by this Agreement, the Consultant shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per Person

\$1,000,000 per Occurrence

\$ 100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**VEHICLE LIABILITY
INSURANCE REQUIREMENTS**

Recognizing that the work governed by this Agreement requires the use of vehicles, the Consultant, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$500,000 per Person
\$1,000,000 per Occurrence
\$100,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

ARCHITECTS ERRORS AND OMISSIONS LIABILITY
(1996 Edition)
INSURANCE REQUIREMENTS

Recognizing that the work governed by this Agreement involves the furnishing of architectural services, the Consultant, prior to the commencement of work, shall purchase and maintain, throughout the life of the agreement, Architects Errors and Omissions Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the consultant arising out of work governed by this agreement. This insurance shall be maintained in force for a period of two years after the date of Substantial Completion of any project governed by this agreement.

The minimum limits of liability shall be:

\$1,000,000 pre occurrence/\$2,000,000 aggregate

APPENDIX A

CONSULTANT SCOPE OF SERVICES

The Consultant shall provide the following, if requested:

1. Support the County staff in development of a scope of services for planning, architectural, design, financial, environmental, engineering, permitting, construction, and administration services.
2. Reviews of studies, plan submittals, engineering calculations, schedules, perform independent fee estimates, and other technical documents.
3. Quality control and constructability reviews of plans.
4. Program and construction management services such as, but not limited to: financial management; planning, engineering, architectural programming and reviews; assist the County in negotiations and selection of other consultants; manage design consultants; review and coordinate other consultants providing services to the County; produce draft environmental work plans and specifications; provide FAA/FDOT construction reporting compliance services; provide oversight of other consultants work; review and update construction schedules; develop and update cash flow schedules; coordinate with users, tenants and funding agencies; coordinate between contractors of different projects; apply for, obtain and monitor environmental, conditional use and interagency permits; review contract bid documents for FAA/FDOT and other regulatory and utility compliance issues; provide Resident Project Representative services, and assist in the coordination with the FAA and FDOT.
5. Project studies, planning and programming services such as, but not limited to: master plans, noise studies, new air services, forecasts, airspace and zoning studies, obstruction studies, airport layout plans, property maps, traffic studies and analysis, financial studies, rates and charges studies, economic impact studies, environmental assessments, environmental impact studies, environmental/regulatory coordination and permitting, architectural planning and programming, facilities planning and programming, feasibility studies, revenue bond funding studies, prepare necessary documentation in support of bond financing programs, monitor compliance with bond issue and budgets, program validation, prepare and administer passenger facility charges applications, utilities planning and programming, develop a capital improvement program along with cost estimates and schedules, airport security studies, and conduct other special studies as assigned.
6. Project Implementation Services for design such as, but not limited to: infrastructure studies and investigations, project scope preparation, project design including but not limited to civil, mechanical, electrical, plumbing, utility, and architectural disciplines, conduct/assist in public information meetings, coordination with airport tenants/users and airlines, utility coordination and inventory, prepare data, exhibits, maps, and preliminary drawings; land and aerial surveying services, geotechnical services, environmental permitting services, cost estimating, construction engineering and inspection.

7. Administration Support Services such as, but not limited to: coordination with regulatory and funding agencies, pre-planning, pre-application development, preparing and submit pre-applications, applications, and reimbursement forms, work as an extension of staff to assist the County as required, develop and revise DBE plans, and updating the Joint Agency Capital Improvement Plan.
8. Annual Facilities Work Planning Services such as, but not limited to: conduct annual inspection of facilities, assisting in developing annual work plan, prepare facility maintenance program and prepare forms and surveys as needed.
9. Design services to be defined with each specific task assignment.
10. Bidding/Procurement support services to be defined with each specific task assignment.

APPENDIX B
MASTER AGREEMENT FOR PROFESSIONAL SERVICES
TIME AND EXPENSE COMPENSATION



2011 – 2012 Billing and Expense Rates

| <i>CLASSIFICATION</i> | <i>LOADED HOURLY RATES*</i> |
|-------------------------------|-----------------------------|
| Project Director | \$220.00 |
| Sr. Project Manager | \$195.00 |
| Project Manager | \$165.00 |
| Senior Engineer | \$140.00 |
| Senior Planner | \$190.00 |
| Senior Designer | \$115.00 |
| Project Engineer | \$223.00 |
| Engineer | \$90.00 |
| Planner | \$90.00 |
| Designer | \$85.00 |
| Senior CADD Tech | \$90.00 |
| CADD Tech. (Drafter) | \$60.00 |
| Principal Structural | \$195.00 |
| Sr. Resident Inspector | \$92.00 |
| Resident Inspector | \$62.00 |
| Clerical | \$58.00 |
| Senior Architect | \$130.00 |
| Project Architect | \$100.00 |
| Architect | \$82.00 |
| Principal Electrical | \$180.00 |
| Senior Electrical | \$130.00 |
| Electrical | \$90.00 |
| Principal Mechanical | \$160.00 |
| Senior Mechanical | \$110.00 |
| Mechanical | \$75.00 |
| Senior Structural | \$113.00 |
| Structural | \$65.00 |
| Principal Landscape Architect | \$195.00 |
| Landscape Architect | \$68.00 |

****LOADED (BURDENED) HOURLY RATES SUBJECT TO CHANGE JANUARY 2013***

TRAVEL EXPENSES: For purposes of preparing task order cost estimates, the following shall apply;

A. Lodging/Meals/Incidental Expenses

1. Each Consultant required to travel overnight in performance of this contract shall be reimbursed for lodging, meals, and incidental expenses at the rates established by Monroe County Code as codified in Chapter 2, Article 3 of the Monroe County Code. Receipts are not required.

2. On the day of departure, 75% of the applicable rate will apply. On the last day of travel, 75% of the applicable rate will apply. Receipts are not required.

B. Air Travel

The County shall reimburse for air travel at the coach rate. Travel shall be by the route that is most cost effective to the Authority. The Contractor shall bear any additional costs incurred as a result of deviations from this route for personal reasons.

C. Rental Automobiles

Rental automobiles shall be used only when it will effect a savings or other advantage or when the use of other transportation is not feasible.

D. Private Automobiles

Use of private automobiles will be reimbursed at the rate established by Monroe County Code as codified in Chapter 2, Article 3 of the Monroe County Code.

E. Other

Other actual expenses incurred in the performance of this contract, exclusive of normal operating expenses, and as approved by the County, shall be reimbursed.

APPENDIX C
TASK ORDER FORM

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

TASK ORDER FORM

Effective Date _____ Task Order No. _____
Client Project No. _____ Engineer Project No. _____

This Task Order is entered into on the effective date noted above pursuant to the “Master Agreement for Professional Services” between _____ (“Client”) and JACOBS PROJECT MANAGEMENT CO. (“Consultant”), dated _____, 20____ (“Agreement”). The Agreement is incorporated herein and forms an integral part of this Task Order.

[All blank spaces should be filled in. Use “N/A” where no other response is appropriate.]

Services Authorized

Client authorizes Consultant to perform the Services described in Exhibit A attached hereto and incorporated herein, which Exhibit A is marked with the above noted Task Order No. and consists of _____ page(s).

Pricing

_____ Time and Expense per Agreement and Appendix B to the Agreement.
_____ Firm Fixed Price of \$_____.
_____ Other (Describe): _____

Schedule

Services may commence on _____.
Services will cease by _____.

Other

File: MSTR APS – Monroe County

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairman

CONSULTANT:
JACOBS PROJECT MANAGEMENT CO

By _____

Title _____

Witness _____