

**CONTRACT
BETWEEN
JACKSONVILLE TRANSPORTATION AUTHORITY
AND
[FIRM NAME]**

THIS CONTRACT is made this ___ day of [MONTH], 2026, by and between the **JACKSONVILLE TRANSPORTATION AUTHORITY** (the “Authority” or the “JTA”), a public body corporate and politic whose principal business address is 100 LaVilla Center Drive, Jacksonville, Florida 32204, and **[FIRM NAME]** (the “Contractor”), a State of Organization) (select: Corporation/Limited Liability Company/partnership/Limited Liability Partnership/Limited Liability Partnership/Non-Profit) whose principal business address is (Contractor Address). The Authority and the Contractor may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

WITNESSETH

WHEREAS, the Authority has publicly advertised the Request for Proposals, **RFP No. P-26-010 JTA ADVERTISING & NAMING RIGHTS** (as amended, the “RFP” or the “Solicitation”) and the entire Solicitation package is incorporated herein; and

WHEREAS, the Contractor has prepared and submitted its Proposal and Require Forms found in Exhibit “B,” dated (dated of Consultant’s Proposal) (the “Proposal”), which is incorporated herein; and

WHEREAS, the Authority has selected the Contractor, in accordance with all applicable laws, to provide the specific scope of work and services (and all other items necessary, proper for, or incidental thereto and as set forth in the Solicitation) that are described in the Scope of Work (“**Exhibit A**”) and made a part hereof, on the terms herein contained; and

WHEREAS, the Contractor hereby represents and warrants to the Authority that the Contractor is a legal entity organized/incorporated under the laws of the State of (State) , is authorized to conduct business in the State of Florida, has taken all entity action necessary with respect to the execution and delivery of its obligations under this Contract and the officer of the Contractor, who has executed and delivered this Contract, is duly authorized with respect thereto; and

WHEREAS, the Contractor hereby represents and warrants to the Authority that the Contractor is qualified and responsible regarding the services to be provided hereunder; and each of the officers, employees, and agents of the Contractor who will perform services in connection with this Contract on behalf of the Contractor meet the conditions of this clause; and all individuals performing services are properly licensed when required by law;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Contractor do hereby agree as follows:

I. Scope of Work

1. The Contractor hereby agrees to provide the scope of work and perform the services (and provide all other items necessary, proper for, or incidental thereto and as set forth in the

Solicitation) that are set forth in the Solicitation and **“Exhibit A”**. Throughout this Contract, all references to the term “work” include all requirements of the specifications.

2. **Performance of Services.** All of the services shall be performed by the Contractor and its authorized subcontractors. Notwithstanding the use of one or more subcontractors by the Contractor, the Contractor acknowledges and agrees that all of the services performed and to be performed hereunder shall be the sole responsibility of the Contractor, and Contractor hereby agrees that it warrants all such work as if such work had been performed directly by the Contractor.

3. **Order of Precedence.** All of the terms and conditions of the Solicitation are hereby incorporated herein in full. In the event of a conflict between the terms of any of the following, the more stringent requirement shall apply. If the conflict cannot be resolved by following the most stringent requirement, the following order of precedence shall govern: (1) Section VI of the Solicitation that contains the required clauses for federally assisted contracts, when applicable; (2) properly authorized written Contract Amendments; (3) properly authorized Purchase Orders. (4) this Contract; (5) the Specifications; (6) Special Conditions; (7) the Solicitation Addenda, if any; and (8) the Solicitation. As between the drawings and other specifications, the drawings take precedence over other specifications as to quantity and location and the specifications take precedence over drawings as to quality of materials and workmanship.

4. **Review of Work.** Any review of the work by the Authority, its other Contractors, or its partner agencies, including the City of Jacksonville, Florida Department of Transportation (FDOT), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA), is for the sole benefit of the Authority. No such review, acceptance, or approval to proceed to the next level of service, nor the payment of any invoice (including the last invoice, release of retainage, or acceptance of final reports or plans and specifications) shall be deemed to constitute: (1) detailed review or checking of design, details, or accuracy of the Contractor's work; (2) a professional approval by the Authority; or (3) a release of the Contractor from any of the Contractor's obligations or responsibilities under the Contract, including but not limited to, the accuracy of the plans and specifications. The Authority's review, approval, acceptance of, or payment for any of the services under this Contract shall not constitute a waiver of any of the Authority's rights under this Contract or any cause of action it may have arising out of this Contract.

5. **Contract Amendment(s).** If any modification to the Contract or a Purchase Order is required, the Parties shall execute an Amendment before the Consultant begins performing any additional or changed tasks associated therewith. Reference herein to the Contract includes all Amendments, if any. The Consultant will only be entitled to adjustments to compensation and/or contract time if such adjustments are included in a Contract Amendment. When possible, all Contract Amendments shall be based upon the previously agreed-to hourly rates or unit costs.

6. **Standard of Care.** The Contractor shall perform (and cause all subcontractors to perform) all services in a manner that is consistent with the level of reasonable care, skill, judgment, and ability provided by others providing a similar type of service in the same geographic area. The standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Contract, or any document incorporated or referenced herein, including the Solicitation.

7. Personnel. All of the personnel assigned by the Contractor and all subcontractors shall be qualified and authorized under state and local laws to perform the applicable services, whether by appropriate license, registration, certification, or other authorization. The Contractor shall not change its assigned project management staff, delete any of the identified subcontractors, or engage additional companies as subcontractors hereunder, without prior written approval of the Authority. Contractor agrees that it will remove from assignment under this Contract any employee or subcontractor, upon request by the Authority, which may be with or without cause. Any such removal shall not necessarily reflect on the capability or competence of the individual or entity so removed. Nothing herein shall affect the status or responsibilities of the Contractor as an independent contractor solely responsible for the method, manner, and means chosen by it to perform hereunder.

8. Schedule(s). The Contractor agrees that time is of the essence for the performance of each of the Contractor's obligations hereunder. The Contractor shall complete the work in accordance with the schedule set forth in the Solicitation and provide schedule progress reports, if applicable, in a format acceptable to the Authority and at intervals established by the Authority. The Authority will be entitled at all times to be advised, at its request, as to the status of work being performed by the Contractor and of the details thereof. Either Party may request and be granted a conference. If, at any time prior to completion of the work, the Contractor determines that the work is not progressing according to the schedule, the Contractor shall immediately notify the Authority in writing and shall provide a description of the cause of the delay, the effect on the schedule, and the recommended action to meet the schedule. An extension of time for performance shall be the Contractor's sole and exclusive remedy for any delay of any kind or nature caused by the Authority.

9. Corrections and Clarifications. Upon request by the Authority, the Contractor shall promptly make any revisions or corrections that resulted from any error and/or omission by the Contractor or subcontractors, and shall clarify any ambiguities, without additional compensation. Acceptance of the work by the Authority shall not relieve the Contractor of the responsibility for subsequent corrections and clarifications. At any time during any phase of work for which the Contractor or any of its subcontractors has performed services for the Authority, or during any phase of work performed by others, based on data furnished by the Contractor to the Authority, the Contractor shall confer with the Authority for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by the Contractor or its subcontractors. The Contractor shall perform all services necessary to correct its or its subcontractors' errors and/or omissions without additional compensation, even though final payment may have been received therefore. If any work or service contains an error, omission, deficiency, or mistake, the Authority may back-charge against the Contractor all reasonable costs incurred in identifying, documenting, and remedying any such error, omission, deficiency, or mistake. Such back-charge amounts may be deducted from any payment(s) due the Contractor. If the payment(s) due the Contractor are not sufficient to cover such amount(s), the Contractor shall pay the difference to the Authority. The Contractor shall be liable, and shall reimburse the Authority, for any and all expenses incurred by the Authority, above those that would normally be experienced if the Contractor's or its subcontractors' errors and/or omissions had not occurred.

II. Compensation, Invoices, and Terms of Payment

1. Compensation shall be [XXXXXXX] per the rates identified in the Pricing Form **Exhibit 'C'** of this Contract.

2. Compensation under this Agreement is not to exceed **\$XXX,XXX.XX**. Any additional costs must be approved by the Authority by way of a fully executed Contract Amendment.

3. The Contractor shall deliver invoices to the Authority on a monthly basis for the work performed hereunder, in detail sufficient for a proper pre-audit and post-audit thereof. A written progress report, in format and detail approved by the JTA Project Manager, shall accompany each invoice.

4. All invoices shall reflect the applicable Contract prices and shall show details of the computation of the amount requested in a form satisfactory to the Authority. Invoices shall be monthly from the first day of the month to the last day of the month and must be submitted not later than the tenth (10th) of the following month. To assist the Authority with annual financial close-out, the Contractor shall also submit an end-of-the-fiscal-year invoice not later than October 10 of each year for all unbilled services, fees, and costs performed through September 30 of that calendar year.

5. Firm Price and Price Escalation or De-Escalation. All prices are to remain firm for a period of one (1) year from the effective date of the contract. The Authority will consider price escalation or de-escalation on prior to the annual anniversary date of the contract effective date. Escalation and de-escalation will be reviewed by the Authority on an item-by-item basis. Contractor may request increases or decreases in price as follows:

Within at least ninety (90) days prior to the expiration of the current term, the Contractor may submit a written request for escalation or de-escalation only on items for which it can no longer honor the awarded price. The request must include the Authority's stock number, if applicable, a brief description of the item, and a new price that will remain firm until the next anniversary date.

The Authority reserves the right to:

- a. Grant or decline any request for escalation or de-escalation with or without cause.
- b. Request documentation from the referenced parts manufacturer justifying any requested increase. In the event of such request the Authority will only allow the Contractor to increase its contract price by the amount of the actual increase as provided by the parts manufacturer.
- c. The justification for the increase shall be based on an average of the previous twelve (12) months of the overall Consumer Price Index (CPI).

Any decision of the Authority to grant or decline a request for price adjustment will be at the Authority's sole discretion and its decision shall be final. Annual rate adjustments for services will be at the discretion of the Authority.

6. Invoicing for any travel expenses, when authorized by the terms of this Contract and by the Authority's Project Manager, will be in accordance with Section 112.061, Florida Statutes.

7. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Contract will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent federal and state regulations, as applicable, with the understanding that there is no conflict between state regulations and federal regulations in that the more restrictive of the applicable regulations will govern.

8. Records of costs incurred under the terms of this Contract shall be maintained by the Contractor and upon written request, made available to the Authority at all times during the period of this Contract and for five (5) years after final payment is made for the work pursuant to this Contract. Copies of these documents and records shall be furnished to the Authority upon request.

9. Records of costs incurred will include: (1) the Contractor's general accounting records and project records; (2) supporting documents and records of the Contractor and all subcontractors within the scope of this Contract; and (3) all other records related to the Contract that are considered necessary by the Authority for a proper audit of costs.

10. The Authority will have the right to retain, out of any payment due the Contractor under this Contract, an amount sufficient to satisfy any amount due and owing to the Authority by the Contractor on this Contract or any other agreement between the Contractor and the Authority. The Authority may withhold payment on any invoice in accordance with the Liquidated Damages provision, if any, or if none, the Authority may withhold the amount of its actual damages when the Contractor is in default under any provision of this Contract, or when the Authority determines that the schedule cannot be met, and an extension of time is not warranted. The Authority may also withhold payment when payment from the Contractor is due in connection with indemnification or any other agreement between the Contractor and the Authority. This right to withhold payments will continue until such time as the Authority has been made whole.

11. All invoices requesting payment for subcontractor's services, supplier's services, reimbursable items, or expense items, must have copies of actual invoices or receipts attached which support the amounts invoiced, in such form and with such supporting detail as the Authority may require.

12. The Authority shall have the right, but not the obligation, based upon sworn statements of accounts from the subcontractors, and in accordance with the Contractor's written request, to pay a specific amount directly to a subcontractor. In such event, the Contractor agrees that any such payments shall be treated as a direct payment to the Contractor's account.

13. The Authority shall make electronic payments to the Contractor based upon the approved invoices and supporting documentation and deliverables within **thirty (30) days** of the receipt by the Authority of a complete invoice. All invoices shall be sent to the attention of the Accounts Payable Office at accountspayable@jtafla.com, and shall include back-up documentation as required by the Authority. Invoice payment requirements do not start until a properly completed invoice is provided to the Authority. If an invoice is not approved, in whole or in part, the Authority will inform the Contractor of the issue and Contractor will not be paid until the issue has been resolved to the satisfaction of the Authority.

14. Prompt Payment Discounts. Discounts for early payment may be offered either in the original Proposal or on individual invoices submitted under the Contract. Discounts that are

included in the Proposal become a part of the Contract and are binding on the Contractor for all invoices submitted under the Contract. If the Contractor has offered a prompt payment discount, the Authority will only apply discounts that equal or exceed two percent (2%) of the invoice amount, for payments that are made between ten (10) and twenty-nine (29) days after the Authority's receipt of a complete, acceptable invoice. For purposes of this paragraph, time shall be computed from the date the invoice was received by the Authority and payment shall be considered to have been made on the date which appears on the payment check.

15. All compensation for services under a particular work or Purchase Order is subject to and contingent upon the availability of the federal, state, and/or local funding source that is applicable to the work or Purchase Order.

16. The acceptance of final payment by the Contractor shall be a full release of the Authority and its members, officers, agents, and employees for any and all claims arising out of or relating to this Contract. The Contractor hereby waives all indirect, incidental, special, and consequential damages in any proceeding arising out of or relating to this Contract.

17. Review of Pay Applications. If the Scope of Work requires the Contractor to review contractor's pay application(s) to ensure that the percentage of work claimed by the contractor to be complete has actually been completed, the Contractor shall have five (5) days from the time of receipt of such pay application(s) to comment or approve and return same to the Authority.

III. Ownership of Documents and Inspection of Work

1. Contractor shall promptly and fully disclose to JTA any copyrightable, patentable, and/or trademarkable material prepared in whole or in part during the term of this Contract and which relates, directly or indirectly, to the Scope of Work and will be considered "work for hire" and the copyright, patent, and/or trademark shall at all times be vested in JTA.

2. All correspondence, documents, drafts, data compilations and tabulations, research, analysis, plans, reports, and work product of any kind, in any medium, submitted to or prepared by or for the Contractor in connection with the Contract, are the sole property of the Authority and shall be scanned into electronic format and provided to the Authority in an indexed, logical, searchable format on computer Compact Disks (CDs) or other format acceptable to the Authority. Such correspondence must be provided to the Authority within thirty (30) days of the close-out of the assigned project and must be received before the Authority will release final payment to the Contractor. The original documents shall be maintained by the Contractor for a period of five (5) years after the completion of final payment by the Authority, or longer if required by law. Thereafter, or upon termination of this Contract for any reason, such records shall immediately be delivered to the Authority.

3. The Authority will have the right to visit the Contractor's site for inspection of any materials or any part of the Contractor's work at any time during reasonable work hours. In addition to the inspection and audit rights set forth herein, the Authority, its agents, and employees may perform inspections of the work at any reasonable time and at any stage of production. Such inspection or failure to inspect on any occasion shall not affect the Authority's rights, or the Contractor's obligations, under warranty or other provisions of this Contract, nor shall such inspection be deemed acceptance of services.

IV. Term of Contract and Termination

1. This Contract shall be for a five (5) year base term with two (2) one (1) year options to renew. Or until terminated in accordance with the following Paragraphs.

2. **Termination for Cause.** The Contractor shall be considered in default of the Contract and such default will be considered as cause for the Authority to terminate the Contract, in whole or in part, for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the "Notice to Proceed," or
- b. Fails to perform the Work, or fails to maintain adequate progress towards completion of the work, or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the Contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. Fails to carry out the requirements of the Authority's DBE/SBE Participation Program, or
- j. If at any time the Surety executing the bond is determined by the Authority to be unacceptable and the Contractor fails to furnish an acceptable substitute Surety within ten (10) days after notice from the Authority. This ten (10) day notice and cure period is in lieu of the seven (7) day period set forth below, or
- k. For contracts that exceed One Million Dollars (\$1,000,000.00), Authority may terminate this Contract if the Contractor is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or
- l. For any other cause whatsoever, fails to carry on the work in an acceptable manner, or
- m. For any other cause explicitly provided for in this Contract as a cause for termination.

Should the Authority consider the Contractor in default of the Contract for any reason above, the Authority shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Authority's intentions to terminate the Contract. If the Authority terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the terminated work is completed.

If the Contractor or Surety, within a period of ~~40~~ days after such notice, does not proceed in accordance therewith, then the Authority will have full power and authority without violating the Contract, to take the execution of the terminated work out of the hands of the Contractor. The Authority may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of the terminated work according to the terms and provisions of the Contract, or use such other methods as in the opinion of the Authority or the Authority's authorized representative will be required for the completion of the terminated work in an acceptable manner, including, but not limited to accepting assignment of any or all Subcontracts and finishing the terminated Work by whatever reasonable method the Authority may deem necessary..

If the Contractor is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the Authority may terminate this Contract for cause and without the opportunity to cure, or for Contracts of One Million Dollars (\$1,000,000.00) or more, the Authority may terminate this Contract for cause and without the opportunity to cure if the Contractor is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

All costs and charges incurred by the Authority, together with the cost of completing the work under the Contract, including compensation for the any designer's or the Authority's authorized representative's services and all other expenses made necessary thereby, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Authority the amount of such excess. Termination of the Contract, or a portion thereof, shall neither relieve the Contractor of its responsibility for the completed work nor shall it relieve its Surety of its obligation for and concerning any claim arising out of the work performed. If only a portion of the work is terminated, the Contractor shall continue to complete the remaining portions of the work that was not terminated in accordance with the Contract. The Contractor's obligations to the Authority arising from the Contractor's improper acts, omissions, or defaults shall survive the termination of this Contract. The duties and obligations imposed by the Contract and the rights and remedies available hereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

3. Termination for Convenience.

- a. The Authority may, by written notice, terminate this Contract or the work performed hereunder, in whole or in part at any time, for the Authority's convenience or because of failure to fulfill the Contract obligations. Such action will be without prejudice to any other right or remedy of the Authority. Upon receipt of such notice, all services, work, and orders for materials or services associated with the terminated work must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing the terminated work, whether completed or in progress, shall be delivered to the Authority.
- b. If the termination is for the convenience of the Authority, an equitable adjustment in the Contract price will be made the portion of the work that was terminated as set forth in this Section, and, the Contractor shall be paid for:
 1. the reasonable actual cost for the portion of all Work that was terminated, and which was fully completed under the Contract and accepted by the Authority, based upon

the approved Schedule of Values and/or Unit Price Schedule.

2. the reasonable actual cost for the portion of all Work that was terminated, and which was fully completed under the Contract and accepted by the Authority, based upon the Offeror's Proposal if the Proposal contained line-item pricing for all or a portion of the terminated Work. The amount of equitable adjustment for such Work shall not exceed the amount for that line item.
3. at the sole option of the Authority, the reasonable actual cost of acceptable materials or equipment obtained or ordered by the Contractor for the portion of the Work that was terminated prior to the date notice of Authority's termination for convenience is served and which are not incorporated in the Work, as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Authority.
4. at the sole option of the Authority, the reasonable actual cost of bonafide irrevocable orders made for the portion of the Work that was terminated prior to the date notice of Authority's termination for convenience is served for materials and equipment but not yet delivered to the Project site. However, such materials and equipment must be delivered to the Authority to a site or location designated by the Authority prior to release of payment for such materials and equipment.

Any request for equitable adjustment shall be subject to the limitations of the Scope of Work and supported by actual invoices, time sheets, and other documentation of the actual costs incurred. The Contractor shall substantiate its request for payment in accordance with the requirements of the Contract.

There is no entitlement to anticipatory profits or revenue or other economic loss arising out of or resulting from Authority's termination, for any reason, unless explicitly agreed to, in writing, by the Authority as part of a final Contract Amendment that fully resolves all outstanding issues on the Project.

- c. If the termination is due to failure to fulfill the Contractor's obligations, the Authority may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor is liable to the Authority for any additional cost occasioned to the Authority thereby.
- d. If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor had not so failed, the termination will be deemed to have been affected for the convenience of the Authority. In such event, adjustment in the Contract price will be made as provided in paragraph b of this clause.
- e. The rights and remedies of the Authority provided in this clause are in addition to any other rights and remedies provided by law or under this Contract. The Contractor shall proceed to complete any part of the Work, as directed by the Authority, and shall attempt to settle all Subcontractor/Supplier claims and obligations under the Contract with the Authority. Subject to the limitations in the Scope of Work, the Contractor shall be compensated by the Authority for the Contractor's reasonable costs actually expended and profit earned on Work that has been fully completed and accepted by the Authority. If only a portion of the Work is terminated, whether for convenience or for cause, the Contractor shall continue to complete the remaining portions of the Work that were not

terminated in accordance with Contract. Termination of the Contract, or a portion thereof, shall neither relieve the Contractor of its responsibility for the completed Work nor shall it relieve its Surety of its obligation for and concerning any claim arising out of the Work performed.

V. Change Authorization

Unforeseen circumstances may arise during the performance period that could affect the ability to complete the scope of work outlined in the Agreement. Any necessary changes to the Original Agreement terms and conditions can be authorized, provided that these changes do not fundamentally alter the core terms of the Agreement (cardinal change). Such changes must be approved in writing by the authorized representatives of the Authority and awarded firm, herein referred to as 'Parties'. This authorization will be documented through a formal Change Order, which must be signed by the Parties.

VI. Provision for Other Agencies

Firm hereby agrees to extend the terms, conditions, and other negotiated agreements to any Transit Authority, or any City, County, or State Government agency within the State of Florida. It is understood that some negotiated agreements may require further negotiations between the successful Proposer and the entity desiring to benefit from this Solicitation. Any such resulting agreements will be independent of the Authority.

VII. Records and Audit

1. The Contractor agrees to maintain appropriate records, including both electronic and traditional paper files, with respect to work performed and other items reimbursable hereunder, and such records shall be supported by payrolls, invoices, vouchers, and other documents evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, and other documents pertaining in whole or in part to the work shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents not related to the work. The Contractor's records include but are not limited to the following: accounting records (including monthly job cost detail, detailed job cost history, monthly labor distribution detail, total job labor distribution, daily foreman reports, daily superintendent reports, detailed subcontract status reports, executed subcontracts, subcontract change orders and all documentation supporting all job costs, such as subcontractor payment applications, vendor invoices, internal cost charges), written policies and procedures, time sheets, payroll registers, payroll records, cancelled payroll checks, subcontract files (including proposals of successful and unsuccessful bidders, bid recaps and negotiation notes), original estimates, estimating work sheets, correspondence, change order files (including documentation covering negotiated settlements), backcharge logs and supporting documentation, the general ledger for the project along with all supporting data, information detailing cash and trade discounts and rebates earned, insurance rebates and dividends, documents described in the Scope of Work and any other data or evidence deemed necessary by the Authority or that may have a bearing on matters of interest to the Authority.
2. The Contractor shall provide access to Contractor's records and reports in accordance with the following which are incorporated herein by reference: 49 U.S.C. 5325, 2 CFR part 1201, and 49 CFR 633.17, as applicable.
3. The Contractor shall permit the Authority, the FDOT, the FHWA, the FTA, the State of

Florida, the U.S. Government, and the authorized representatives of these agencies to inspect and audit all technical and economic Project data and records of the Contractor relating to its performance and its subcontracts under this Contract from the date of Contract through and until the expiration of five (5) years after completion or termination of the Contract, or longer if required by law, and except in the event of litigation or settlement of claims arising from performance of this Contract, in which case the Contractor agrees to maintain same until all said and affected agencies and their authorized representatives have disposed of all such litigation, appeals, claims, or exceptions related thereto.

4. The Contractor shall provide, upon receipt of reasonable notice, free access to its books and records by the proper officers and representatives of the Authority, the FDOT, the FHWA, the FTA, the State of Florida, the U.S. Government, and the authorized representatives of these agencies during reasonable business hours. The said agencies and their authorized representatives may (without limitation) conduct verifications such as counting employees on the Project witnessing the distribution of payroll, verifying information, and amounts through interviews and written confirmations with Contractor employees, field and agency labor, Subcontractors, and suppliers. Further, the said agencies and their authorized representatives shall have the right, pursuant to an inspection, to review, audit, reproduce, or copy excerpts and transcriptions therefrom as necessary, and to inspect all work data, documents, proceedings, and activities related to this Contract. The Contractor shall include provisions similar to this Paragraph in all its subcontracts insurance contracts, and supplier contracts, including, but not limited to, the additional provisions of allowing the Contractor, the Authority, the FDOT, the FHWA, the FTA, the State of Florida, the U.S. Government, and the authorized representatives of these agencies equal access to subcontractors' books and records. Such requirements will also apply to Sub-subcontractors and Subcontractors' Suppliers. The Contractor will cooperate fully and will cause all of the Contractor's Subcontractors (including those entering into lump sum Subcontracts) to cooperate fully in furnishing or in making available to Authority from time to time whenever requested in an expeditious manner any and all such information, materials and data.

VIII. Conflict of Interest

1. The Contractor shall not promise any employee of the Authority, whose duties include matters relating to or affecting the subject matter of this Contract, compensation of any kind or nature from the Contractor, while such employee is employed by the Authority, or for one (1) year thereafter.
2. The Contractor affirms that it will not take part in any activities that will be a conflict of interest with the Authority or that would appear to compromise the integrity of the Authority. The Contractor shall provide written notice to the Authority immediately upon occurrence or first identification of any potential conflict of interest situation.
3. Upon request by the Authority, the Contractor shall execute any Conflict-of-Interest Certification that may be required.

IX. Debarred Proposers

The Contractor has a continuing obligation to inform the Authority whether it is or has been placed on any debarred, suspended, or excluded parties list maintained by the United States Government or the State of Florida. Should the Contractor, including any of its officers or holders of a

controlling interest, be included on such a list during the performance of this Contract, the Contractor shall immediately inform the Authority. This obligation must be included in all subcontracts.

X. Indemnification

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Authority and its Board of Directors, officers, agents, and employees, from all claims, liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees (and other legal costs such as those for paralegal, investigative, legal support and the actual costs incurred for expert witness testimony), to the extent caused in whole or in part by the acts, errors, omissions, negligence, recklessness, or willful misconduct of the Contractor, one of its Subcontractors, any persons or entities directly or indirectly employed or utilized by the Contractor, its Subcontractor, or anyone for whose acts they may be liable, in the performance of this Contract. This indemnification obligation includes any penalties or fines assessed by any federal, state, or local agency, as well as any other costs to the Authority, such as investigation and security training, incurred as a result of any violation of federal, state, or local regulations by the Contractor, its Subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. The Contractor shall also defend, indemnify, and hold harmless the Authority and its members, officers, agents and employees against any assertion of claims for failure of payment, or failure to provide appropriate bonds, made by Subcontractors or material Suppliers, and against any assertions of security interests by Suppliers of goods, services or materials. The Contractor's indemnification obligation shall also extend to all claims, demands, expenses, and costs asserted by third parties arising from Contractor's failure to perform strictly in accordance with this Contract, including, without limitation, any delays to the project. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.
2. The indemnification obligations of this Contract shall not be limited or reduced by liquidated damages that may be assessed against the Contractor or by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor, a Subcontractor, or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts. The Authority's right to indemnification is in addition to and not in lieu of any other right, obligation, or remedy under the Contract or applicable law, including, without limitation, the Authority's ability to assess backcharges and liquidated damages.
3. The indemnification provisions shall survive the expiration or termination of this Contract. The Authority may seek indemnification at any time.
4. In the event applicable law renders any provision of this Article void or unenforceable, then then the following indemnification obligations shall apply to the extent such provision is deemed void: Contractor shall indemnify and hold harmless the Authority, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.

XI. Disputes, Defaults and Remedies

1. Upon a breach of any of the obligations of the Contractor or the Authority hereunder, the non-breaching Party shall have all of the rights and remedies provided under law including those referenced in 2 CFR part 1201, Super Circular 2 CFR Part 200 and FTA Circular 4220.1G, as

revised, as well as those rights and remedies specified elsewhere in this Contract.

2. During any dispute, unless otherwise directed by the Authority, the Contractor shall continue to diligently perform the work while matters in dispute are outstanding, unless a Notice of Termination has been issued by the Authority.

3. Should the Contractor suffer injury or damage to person or property because of any act or omission of the Authority, or any of the Authority's employees, agents, or others for whose acts the Authority is legally liable, a claim for damages therefore shall be made in writing to the Authority within fourteen (14) days after the first observance of such injury or damage. The failure to timely submit a written claim shall result in a waiver the Contractor's claim.

4. Disputes arising in the performance of this Contract shall be decided in writing by the Authority's Vice President of Administration, and the decision rendered shall be final and conclusive for the Authority.

5. **Mandatory Mediation.** All disputes arising out of or relating to the Contract shall be subject to mandatory pre-suit mediation under the auspices of a mediator to be selected by the Parties. Mediation must occur before a lawsuit is filed. Discovery prior to the scheduled mediation shall be limited to one (1) request for production of documents and two (2) depositions per Party not exceeding eight (8) hours total time per deposition. Each Party shall equally bear the costs of mediation and shall be solely responsible for its own attorneys' fees and other legal costs prior to and during the mediation process. In the event the case does not settle at mediation, the Parties may re-depose either or both witnesses on non-repetitive matters. The Contractor acknowledges that the Authority may not have present at any such mediation a person or persons authorized to bind the Authority. If the mediation fails to produce a settlement, and the amount in controversy is below Seventy-Five Thousand Dollars (\$75,000.00), the Parties may agree to submit the dispute to fast-track arbitration with an AAA arbitration panel.

X. Insurance

1. The Contractor shall, at its own expense, procure and maintain throughout the duration of this Contract, the types and amount of insurance coverage, limits, and endorsements conforming to the minimum requirements set forth herein and in the Solicitation. The Contractor shall not commence work until the required insurance is in force and the Certificate of Insurance has been provided to and approved by the Authority. The insurance policies must include the Authority as an Additional Insured in the General Liability and Commercial Auto policies and must include a provision allowing for a minimum of thirty (30) days WRITTEN NOTICE OF CANCELLATION OR ADVERSE MATERIAL CHANGE to be provided to the Authority for all coverages. Until such insurance is no longer required by this Contract, the Contractor shall provide the Authority with renewal/replacement evidence of insurance at least thirty (30) days prior to the expiration of termination of such insurance. Said insurance shall be written by an insurer who holds a current certificate of authority pursuant to Chapter 624, Florida Statutes, and who has a most recently published rating by A.M. Best & Company of "A" or better. The insurance requirements contained herein, as well as the Authority's review or acceptance of insurance maintained by the Contractor, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor under this Contract.

- 2.
3. Minimum Insurance Requirements. Contractor shall maintain limits no less than:

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited

Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor/Vendor, insured Sub-Contractor/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Vendor or Sub-Contractor/Vendor.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, programming, design/build projects, independent testing firms and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate	\$1,000,000
Project Specific	

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Contractor/Vendor is responsible for the insurance requirements of the Sub-Contractor/Vendors and may choose to make them additional insured or shall require each of his Sub-Contractor/Vendors to purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Excess Liability insurance coverage meeting the same limit and requirements as the Contractor/Vendors insurance.

Certificates of Insurance acceptable to Jacksonville Transportation Authority for the Contractor/Vendor's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Jacksonville Transportation Authority.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Contractor/Vendor.

Jacksonville Transportation Authority must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Excess Liability policy (ies). A copy of the endorsement(s) must be supplied to Jacksonville Transportation Authority ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by SubContractor/Vendors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)

CGL policy shall include broad form contractual liability coverage for the Contractor/Vendors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Jacksonville Transportation Authority.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor/Vendor fails to procure, maintain or pay for the required insurance, Jacksonville Transportation Authority shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor/Vendor, in which event, Contractor/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Jacksonville Transportation Authority shall have the right to back-charge Contractor/Vendor for the cost of procuring such insurance. The failure of Jacksonville Transportation Authority to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendors coverage based on the evidence of insurance provided by the Contractor/Vendor shall not be construed as a waiver by Jacksonville Transportation Authority of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor/Vendor's right under any policy with higher limits, and no policy maintained by the Contractor/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor/Vendor should maintain. Contractor/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor/Vendor or any Sub-Contractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor/Vendor or Sub-Contractor/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

XI. Public Entity Crimes

The Authority reserves the right to terminate this Contract effective immediately upon written notice in the event that the Contractor or any of its affiliate(s) are placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes. For purposes hereof, "affiliate" shall have the meaning set forth in Section 287.133(1)(a), Florida Statutes. The Contractor shall advise the Authority promptly after conviction of any "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, applicable to the Contractor or any of its affiliate(s).

XII. Equal Employment Opportunity and Nondiscrimination

1. The Contractor will comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, creed, color, sex, sexual orientation, gender identity, pregnancy, genetic information, national origin, age, disability, religion, family status or other protected class in the performance of work under this Contract. The Contractor assures that it will comply with pertinent statutes, executive orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, sex, sexual orientation, gender identity, pregnancy, genetic information, national origin, age, disability, religion, family status or other protected class be excluded from participating in any activity conducted under this Contract. This provision binds the Contractor from the Solicitation period through the completion of the Contract.

2. The Contractor shall permit access to its books, records, accounts, other sources of information, and its facilities, as may be determined by the Authority to be pertinent to ascertain compliance with this section.

XIII. Disadvantaged Business Enterprise (DBE) & Small Business Enterprise (SBE) Participation

1. Disadvantaged & Small Business Enterprise Participation. JTA has discontinued assigning individual project goals to contracts. Due to our past success in this area, JTA will now achieve small business participation through a neutral means that is not based on the firm owner's race or gender. It is the policy of the Authority to practice nondiscrimination based on race, gender, color, sex, or national origin in the award or performance of this Contract. The Authority encourages participation by all firms qualifying under this Solicitation, regardless of business size or ownership.

2. JTA's annual small business goal is set at 30 percent. It is our goal to achieve a minimum of 20 percent small business participation on construction-related contracts and 30 percent small business participation on professional services-related contracts. At fiscal year's end, it is JTA's goal to have achieved an overall minimum goal of 30 percent small business participation on all its contracts. Proposers are encouraged to maximize their efforts in achieving robust participation of DBE/SBE firms.

3. There is no DBE/SBE participation goal established for this Contract. DBE/SBE firms must be certified as DBE/SBE by the Florida Uniform Certification Program (UCP) in accordance with 49 CFR Part 26, which is deemed incorporated by reference into this Contract (copy available from the Authority's AVP – Business Compliance

4. DBE/SBE Liaison. The Consultant shall comply in all respects with the Authority's DBE/SBE program. It is the Consultant's responsibility to ensure the intentions and interests of the Authority's DBE/SBE program are implemented. In order to make certain the policies are carried out in a responsible manner; the Consultant must appoint a high-level official to administer and

coordinate the implementation of these policies. The provisions outlined in this document are applicable to all subcontracting arrangements under this Contract.

5. **Affirmative Steps and Records.** In accordance with 2 CFR part 1201, the Consultant shall take all necessary affirmative steps to assure that minority firms and women's business enterprises are used when possible. Affirmative steps shall include: (i) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; (iv) establishing delivery schedules, where the requirement permits, which encourage participation by small business enterprises; and (v) using the services and assistance of the Small Business Administration, and the Department of Commerce.

The Consultant must maintain the following records concerning DBE/SBE participation with respect to this Contract for at least five (5) years following the completion of the work:

- All subconsultant/subcontractor subcontracts, including subcontracts with DBEs/SBEs;
- Documentation developed during the identification and award of such subcontracts to **DBE/SBE** firms, including, but not limited to, copies of executed subcontracts enacted with project participants.

6. **Financial Reporting Requirements.** Upon award of a contract, the Consultant shall submit monthly reports detailing payments to all subcontractors and suppliers, both DBE/SBE and Non-DBE/SBE, in a format that is acceptable to the Authority.

The Consultant shall fully cooperate with all audits, whenever performed. Failure to comply with these mandates may result in an unsatisfactory audit analysis and may have a bearing on future consideration for the award of Authority agreements.

The Contractor's Request for Payment Form must be submitted with every invoice presented for progress or final payment, and must show the portion of the invoice due to each subcontractor (DBE/SBE and Non-DBE/SBE). In addition, when applicable, the Contractor must submit a report detailing the following information as it relates to invoices received from its DBE/SBE-certified subcontractors:

1. The value of the work actually performed by the DBE/SBE employees and representatives;
AND
2. The entire amount of the DBE/SBE subcontractor's portion of the invoice. This includes, but is not limited to, the cost of supplies and materials obtained for work on the subcontract, including supplies and equipment leased and/or purchased from sources other than the Contractor and/or its affiliates.

When applicable, the Vendor will also report the entire amount of compensation paid to each DBE/SBE for the following:

1. All bona fide services, including professional, technical, consultant, and managerial services;
and

2. The costs of providing bonds or insurance are specifically required for the performance of the subcontract, provided these fees do not exceed what is deemed reasonable and customary for services of this type.

All supporting DBE/SBE documentation including but not limited to the invoice, the monthly reports detailing payments made to DBE/SBE subconsultants/subcontractors, and the Vendor's Request for Payment Form must be emailed to SBE1@jtafla.com. Failure to submit the required documentation may result in a delay in payment.

This contract is subject to contract compliance payment tracking, and the prime Vendor and any DBE/SBE subcontractors shall provide any noted and/or requested contract compliance-related payment data electronically in the B2GNow Contract Compliance Program System. The prime Vendor and all DBE/SBE subcontractors are responsible for responding by any noted response audit date or due date to any instructions or request for information, and to check the B2GNow Contract Compliance Program System on a regular basis. The prime Vendor is responsible for ensuring all DBE/SBE subcontractors have completed all requested items and that their contact information is up to date. Access information related to consultant access of the system will be provided to a designated point of contact with each consultant upon award of the contract. The B2GNow Contract Compliance Program System is web-based and Contract Compliance Reporting – Vendor Training and can be accessed at the following Internet address: <https://jtafla.dbesystem.com/FrontEnd/EventList.asp>.

7. DBE/SBE Subconsultants/Subcontractors. At times, due to the size of a subcontract, a DBE/SBE may choose to enter into alternate arrangements with other businesses. Reporting of work done and applied towards DBE/SBE goals for the project is limited by the following constraints:

- If a DBE/SBE subcontracts a portion of its contracted responsibilities to another business, that business must also be a DBE/SBE in order for the value of the work to be counted towards the DBE/SBE participation goals established by the Authority.
- If the DBE/SBE participates in the work as part of a joint venture, only that portion of the work done by the DBE/SBE shall be reported towards DBE/SBE goals.

8. Modifications and Substitutions. The Vendor shall not make any modification, change or substitution of subcontractors as outlined in the Proposal, without the knowledge and consent of the Authority's Business Compliance Office. In the event that any of such firms identified by the Vendor become unavailable therefore, the Vendor shall replace such firm with another similarly designated firm. Such replacement, including by the Consultant's own forces, may only be made with the prior written approval of the Authority, which may be withheld in the event that the Authority determines, in its sole discretion, that the Vendor has not made good faith efforts to either work with the subcontractor for whom replacement is sought or to find a certified small business replacement (under the appropriate program) for such subcontractor.

If the Vendor desires to terminate or substitute a DBE/SBE subcontractor and intends to perform the work of the terminated DBE/SBE subcontractor with either its own forces or those of another subcontractor, it must first submit to the Authority's Office of Small Business & Community Impact a Request for Approval of Change to Original List of Subcontractors, along with written documentation explaining the specific reasons for the change. The Vendor must obtain approval from the Authority prior to the substitution of the original DBE/SBE subcontractor. If a terminated

DBE/SBE subcontractor is substituted by another DBE/SBE subcontractor, the Vendor should include the name, address, certification number, and principal office of the proposed DBE/SBE business. The Vendor must make reasonable efforts to replace one DBE/SBE with another.

If the Vendor is unable to contract with another DBE/SBE business, the reasonable effort steps and documentation must be provided to the Business Compliance Office, describing the attempts to locate a substitute DBE/SBE. In all situations, the Vendor may not terminate or substitute a DBE/SBE subcontractor without the prior written consent of the Authority's Business Compliance Office. If the Authority approves the proposed substitution in writing, the Vendor shall execute a subcontract with the proposed DBE/SBE business upon receipt of the substitution approval. If the change involves a modification to the original list of subcontractors, the Vendor must submit, if applicable, a completed Intent to Perform as a DBE/SBE Subcontractor form for any DBE/SBE subcontractor added by the change.

9. Compliance and Enforcement. Before final payment is made by the Authority, the Vendor shall provide the final accounting of DBE/SBE participation. The Authority may withhold payment to the Consultant pending compliance with this closeout requirement. Any reduction or change by the Vendor in a DBE/SBE subcontract, in the total DBE/SBE participation, or in DBE/SBE subcontractors, without the prior written approval of the Authority's Business Compliance Office, will be considered an unauthorized DBE/SBE subcontractor substitution and will not be counted as participation. A DBE/SBE subcontract dollar value that is decreased by a change order or Amendment issued by the Authority will not constitute an unauthorized subcontractor substitution. The Vendor's failure to comply with the DBE/SBE participation requirements or any other part of the DBE/SBE program may result in termination of the Contract and may also result in the Authority issuing an unfavorable performance review of the Vendor. The Authority may consider the Vendor's failure to comply when evaluating the Vendor for subsequent contracts and work orders. The Vendor may submit an explanation to be retained with the Contract file to document the reasons for its failure to comply with the DBE/SBE requirements.

XIV. Drug-Free Workplace

The Contractor and its subcontractors shall maintain a drug-free workplace and otherwise comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C. §§ 701-707. Without in any way limiting the foregoing, the Contractor and its subcontractors shall provide a drug-free workplace by: Publishing a statement (1) notifying employees that unlawfully manufacturing, distributing, dispensing, possessing, or using a controlled substance in the Contractor's (subcontractors') workplace is prohibited; and (2) specifying the actions that will be taken against employees for violation of such prohibition.

1. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The Contractor's (subcontractors') policy of maintaining a drug-free workplace.
 - c. Any drug counseling, rehabilitation, and employee assistance programs that are available; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
2. Making it a requirement that each employee to be engaged in the performance of this Contract be given a copy of the statement required by paragraph (1);

3. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under this Contract, the employee will abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) business days after such a conviction.
4. Notifying the Authority within ten (10) business days of receiving notice under subparagraph (4) from an employee, or within ten (10) business days of otherwise receiving actual notice of an employee's conviction.
5. Taking one of the following actions, within thirty (30) business days of receiving notice under subparagraph (5), with respect to any employee so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such an employee to satisfactorily participate in and complete a drug-abuse assistance or rehabilitation program that is approved by a federal, state, or local health or law enforcement agency, or other appropriate agency as may be the case; and
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (1), (2), (3), (4), (5) and (6).

XV. Prohibition against contracting with scrutinized companies

By entering into this Contract:

- A. The Contractor hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Florida Statutes § 287.135, as amended.
- B. When the contract value is \$1,000,000 or more; the Contractor hereby certifies that it is:
 - (1) not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Florida Statutes § 287.135; and
 - (2) not engaged in business operations in Cuba or Syria, as defined in Florida Statutes § 287.135, as amended.

XVI. Subcontracts

1. The Contractor shall be fully responsible for the performance of all services under this Contract, including when the services are performed by a subcontractor or supplier. At all times, the Contractor shall be responsible for the effort, activity, and quality of services of its subcontractors and suppliers, and at no time shall the Authority have any responsibility for or contractual relationship with any such subcontractors or suppliers, whether by reason of the above-stated references, consent, approval, or otherwise.
2. The Contractor shall utilize those subcontractors who were identified in its Proposal, except that the Contractor shall not subcontract with a proposed person or entity to whom the Authority has made reasonable and timely objection.

3. When the subcontract is to provide services, the subcontract shall include the specific key staff members, man-hours, rates, tasks assigned, and all other costs and compensation associated with carrying out the services.

4. Prompt Payment (49-CFR Part 26.29). Prime contractors are required to pay all subcontractors, to include DBE/SBE subcontractors, for satisfactory performance of their contracts within seven (7) business days from receipt of each payment from the JTA. The Contractor agrees further to return retainage payments to each subcontractor within seven (7) business 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 JTA. This clause applies to both DBE/SBE and non-DBE/non-SBE subcontractors. Failure to comply may result in future withholdings of prime contractor's reimbursements and/or other sanctions until the prime contractor ensure all subcontractors are being promptly paid for all work performed.

5. The Contractor shall insert the appropriate provisions from the Solicitation and this Contract in all subcontracts under this Contract, including any applicable Required Clauses For FTA-Assisted Contracts. The Contractor shall also require all lower tier suppliers and subcontractors of any tier to insert these clauses into all lower tier subcontracts, without modification. The Contractor shall be responsible for compliance by any subcontractor or any lower tier supplier with the clauses and shall ensure that this Contract and all subcontracts of any tier are performed in accordance with the Contract provisions.

XVII. Non-exclusive Contract

This Contract is not exclusive. The Authority expressly reserves the right to contract for performance of services such as those described herein, and in the Solicitation, with other Contractors.

XVIII. No Waiver

Failure by either Party to insist upon strict performance of any of the provisions herein; failure or delay by either Party in exercising any rights or remedies provided herein or by law; the Authority's payment in whole or in part for services hereunder; or any purported oral modification or rescission of this Contract by an employee or agent of either Party shall not: (1) release either Party of any of its obligations hereunder; (2) be deemed a waiver of the rights of either Party to insist upon strict performance hereof; (3) be deemed a waiver of any of either Party's rights or remedies under this Contract or by law; or (4) operate as a waiver of any of the provisions hereof or constitute acquiescence therein. No waiver of any default or breach hereunder shall extend to or affect any subsequent or existing default or breach.

XIX. Public Records and Related Inquiries

1. The Contractor acknowledges that the Authority is subject to the Florida Public Records Law, the Government in the Sunshine Act, and possibly the Freedom of Information Act (FOIA), and that in compliance therewith, at the sole discretion of the Authority, the Authority may disseminate or make available to any person, without the consent of the Contractor, information regarding this Contract, including but not limited to information in the: responses; requirements; specifications; drawings; sketches; schematics; models; samples; tools; computer or other apparatus programs; or technical information or data, whether electronic, written, or oral, furnished by the Contractor to the

Authority under this Contract, and that copies of work products and related materials prepared or received by the Contractor under this Contract are public records.

2. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Contract. Specifically, if the Contractor is acting on behalf of the Authority, the Contractor shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services being performed by the Contractor;
- B. Provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law;
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records; transfer, at no cost to the Authority, all public records in possession of the Contractor upon termination of the Contract; and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

3. The Contractor shall immediately provide the Authority with a copy of any Request to Inspect or Copy Public Records in possession of the Contractor and the Contractor shall also promptly provide the Authority with a copy of the proposed response to each such request. No release of any such records by the Contractor shall be made without approval of the Authority. The Contractor's failure to grant approved public access will be grounds for immediate termination of this Contract by the Authority.

4. Media and Other Inquiries. All media and other inquiries concerning the services shall be directed to the Authority's Assistant Vice President of Public Affairs. The Contractor shall not make any statements, press releases, or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, without the Authority's written consent. However, the Contractor may communicate directly with public agencies when required to do so as part of the services to be performed hereunder.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR MUST CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS, WHO CAN BE REACHED AT: (904) 632-5221; PUBLICRECORDS@JTAFLA.COM; OR "JACKSONVILLE TRANSPORTATION AUTHORITY, PUBLIC RECORDS" 100 LAVILLA CENTER DRIVE, JACKSONVILLE, FLORIDA 32204.

1. By virtue of this Agreement, the Parties may have access to information about the other Party that such Party considers confidential, including by way of example and not limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, clients, finances, and personnel data related to the business affairs of both Parties, terms and pricing under this Agreement, the Authority's intellectual property which means any and all intellectual property and tangible embodiments thereof, including without limitation inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, techniques, algorithms, databases, computer software and code, mask words, formula, techniques, graphics or images, text, audio or visual works, materials that document design or design processes, or that document research or testing, schematics, diagrams, product specifications and other works of authorship and all information clearly identified as confidential at the time of disclosure ("**Confidential Information**").

2. A Party's Confidential Information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of the other Party; (ii) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (iii) is lawfully disclosed to the other Party by a third-party without restriction on the disclosure; or (iv) is independently developed by the other Party.

3. The Parties agree to hold each other's Confidential Information in confidence and agree to disclose Confidential Information only to those employees or agents who are required to protect it against unauthorized disclosure in a manner no less protective than under this Agreement, and otherwise to maintain Confidential Information in accordance with reasonable business practices. Nothing will prevent either Party from disclosing the terms or pricing under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

XXI. Contract Administration

1. Notices. Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Contract shall be given or made by the Contractor or the Authority in writing and shall be given by hand delivery, telegram, or similar communication, or by certified or registered mail (return receipt requested), and addressed to the respective Parties set forth below. Such notices shall be deemed to have been given in the case of telegrams or similar communications when sent, and in the case of certified or registered mail, on the third (3rd) day after such communication has been deposited in the United States mail with postage prepaid.

To Authority: Jacksonville Transportation Authority
Procurement Department
100 LaVilla Center Drive
Jacksonville, Florida 32204

To Contractor: [FIRM NAME HERE]

The above addresses may be changed at any time by giving thirty (30) days prior notice as provided above.

2. Entire Agreement. This Contract shall constitute the entire agreement between the

Authority and the Contractor relating to the work.

3. Contractor is not Authority's Agent. The Contractor is not authorized to act as the Authority's agent and shall have no authority, expressed or implied, to act for or bind the Authority, unless otherwise expressly set forth for a particular purpose in a separate writing by the Authority.

4. Compliance with Supplier Code of Business Conduct. The Contractor shall, at all times throughout the duration of this Contract, comply with the Authority's Supplier Code of Business Conduct which is made a part hereof by reference. Failure of the Contractor to abide by the Supplier Code of Business Conduct may lead to disciplinary measures commensurate with the violation, including but not limited to termination of this Contract.

5. Compliance with Nondiscrimination and Other Laws. The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the DOT Title 49, CFR, Part 21, as they may be amended from time to time, which are hereby incorporated herein by reference and made a part of this Contract. The Contractor shall also comply with the following civil rights regulations, as may be amended from time to time, which are incorporated herein by reference: 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, and 41 CFR Part 60. The Contractor, at its sole cost and expense, shall comply with applicable laws, regulations, ordinances, and rules of governmental agencies (including as applicable, the FHWA, FTA, OSHA, applicable State of Florida agencies, including the FDOT, the St. Johns River Water Management District (SJRWMD), the Authority, and the City of Jacksonville (CoJ)). Contractor shall secure all required licenses and permits necessary to the performance of the work at its sole cost and expense.

6. Compliance with Federal Regulations. The Contractor shall comply with all federal lobbying regulations as referenced in the Solicitation, including but not limited to: 31 U.S.C. 1352, 2 CFR part 1201, and 49 CFR Part 20. The Contractor shall comply with all federal clean air regulations including but not limited to: 42 U.S.C. 7401, 40 CFR 15.61, and 2 CFR part 1201. The Contractor shall also comply with all energy conservation requirements including but not limited to: 42 U.S.C. 6321 and 2 CFR part 1201. In addition, the Contractor shall comply with all cargo preference requirements as referenced in the Solicitation, including but not limited to: 46 U.S.C. 1241 and 46 CFR 381. Lastly, the Contractor shall abide by all federal change requirements as explained in 2 CFR part 1201 which is incorporated herein by reference.

7. Governing Laws. This Contract and the rights of all Parties hereunder shall be construed and enforced in accordance with the laws of the State of Florida.

8. Severability. If any provision of this Contract is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

9. Advertising. Contractor will not use the name of the Authority or quote the opinion of any employees of the Authority or refer to the Authority directly or indirectly in any promotional literature or correspondence, news release, advertisement, or release to any professional or trade publications without receiving specific written approval for such use or release from the Authority. However, this paragraph will in no way limit the Contractor's ability to satisfy any governmental required disclosure of its relationship with the Authority.

10. Assignments. This Contract is binding upon the Parties hereto and their respective successors and assigns. The Contractor shall not assign, sell, or transfer its interest in this Contract without the Authority's express written consent. Any such assignment by the Contractor must

contain a provision allowing the Authority to assert against any assignee, any and all defenses, setoffs, or counterclaims which the Authority would be entitled to assert against the Contractor.

11. **Modifications.** This Contract may be modified or amended only by a writing signed by each of the Parties hereto and in accordance with this Contract. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing, or modifying this Contract.

12. **Force Majeure.** Neither the Authority nor the Contractor shall be liable for any delay or failure in performance solely caused by acts beyond such Party's control, including, without limitation, acts of God, war, vandalism, strikes, labor disputes, sabotage, hurricanes, fires, floods, acts of governmental agencies, or unforeseen interruptions of utility services.

13. **Consent to Jurisdiction.** The Contractor and the Authority agree that any suit, action, or other legal proceeding arising out of or relating to this Contract shall be brought in the Circuit Court of Duval County, and each Party hereby consents to the jurisdiction of each such court over any such suit, action, or proceeding, and waives any objection which it or they may have to the laying of venue of any such suit, action, or proceeding, and any of such courts. This provision is a material inducement for the Authority and the Contractor entering into the transactions contemplated hereby.

14. **Prevailing Party Attorneys' Fees.** In the event one Party shall prevail in any action (including appellate proceedings) at law or in equity arising hereunder, the losing Party will pay all costs, expenses, reasonable attorneys' fees, and all other actual and reasonable expenses incurred in the defense and/or prosecution of any legal proceeding, including, but not limited to, those for paralegal, investigative, and legal support services, and actual fees charged by expert witnesses for testimony and analysis incurred by the prevailing Party referable thereto.

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

16. **No Third-Party Beneficiaries.** The Parties hereby set forth their intention that there are not and never shall be any third-party beneficiaries of this Contract or of any work or Purchase Order

authorized hereunder. The Parties expressly intend that the Authority has no obligation to or relationship with any subcontractor that may be utilized by Contractor.

17. Counterparts and Electronic Signatures. This Contract may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts will together constitute one and the same instrument, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. The counterparts of this this Contract and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.

18. Exhibits. The following Exhibits are hereby incorporated into this Contract as part hereof as though fully set forth herein.

Exhibit A, Scope of Work
Exhibit B, Required Forms and Certifications
Exhibit C, Pricing

(Signature Page Follows)

IN WITNESS WHEREOF, each of the Parties hereto have caused its duly authorized officers to execute and deliver this Contract on or as of the date first above written.

FIRM NAME:

By: _____

Printed Name: _____

Title: _____

JACKSONVILLE TRANSPORTATION AUTHORITY:

By: _____

Printed Name: Nathaniel P. Ford Sr.

Title: Chief Executive Officer

APPROVED AS TO FORM:

By: _____

Printed Name: Cleveland Ferguson III

Title: EVP/Chief Administrative Officer

Execute in Triplicate Distribution (Electronic):

1. Contractor
2. JTA Procurement Department
3. JTA Project Manager – User Department

Exhibit 'A' - Scope of Work
(on following pages)

SAMPLE

Exhibit 'B' – Required Forms and Certifications
(on following pages)

SAMPLE

Exhibit ‘C’ – Pricing Form
(on following pages)

SAMPLE