Consultant Agreement 800654-OB between
San Diego County Regional Airport Authority
And
Jacobs Engineering Group, Inc.
For
Airside/Landside Engineering Consulting Services
**TABLE OF CONTENTS**

1. DEFINITIONS .................................................................................................................. 3
2. TERM .................................................................................................................................. 5
3. SCOPE OF WORK .............................................................................................................. 5
4. COMPENSATION .............................................................................................................. 5
5. INVOICES .......................................................................................................................... 9
6. PAYMENT BY AUTHORITY .............................................................................................. 10
7. CONSULTANT’S RECORDS .............................................................................................. 11
8. SUBCONSULTANTS .......................................................................................................... 12
9. TIME IS OF THE ESSENCE ............................................................................................. 12
10. ASSIGNMENT OR TRANSFER PROHIBITED .............................................................. 12
11. TERMINATION .................................................................................................................. 13
12. PROPRIETARY INFORMATION & SSI INFORMATION OF AUTHORITY OR TSA ....... 14
13. AUTHORITY OWNERSHIP OF SERVICES AND WORK PRODUCT ......................... 14
14. INDEPENDENT CONTRACTOR ...................................................................................... 14
15. INSURANCE REQUIREMENTS ....................................................................................... 15
16. ACCURACY OF SERVICES ............................................................................................ 16
17. ADVICE OF COUNSEL .................................................................................................... 17
18. INDEPENDENT REVIEW .................................................................................................. 18
19. DISPUTE RESOLUTION .................................................................................................... 18
20. INDEMNIFICATION .......................................................................................................... 19
21. CONFORMANCE WITH RULES AND REGULATIONS .................................................. 19
22. BANKRUPTCY ................................................................................................................. 20
23. LICENSES AND PERMITS .............................................................................................. 20
24. CONFLICT OF INTEREST .............................................................................................. 20
25. ENTIRE UNDERSTANDING ............................................................................................. 20
26. NON-DISCRIMINATION ................................................................................................. 20
27. PARTIAL INVALIDITY ...................................................................................................... 21
28. ORDER OF PRECEDENCE ............................................................................................. 21
29. NOTICES .......................................................................................................................... 21
30. INTERPRETATION ............................................................................................................ 21
31. SEVERABILITY .................................................................................................................. 22
32. JOINT AND SEVERAL LIABILITY .................................................................................... 22
33. WAIVER ........................................................................................................................... 22
34. COST OF LITIGATION AND/OR ADMINISTRATIVE ACTIONS – ATTORNEY FEES .... 22
35. AUTHORITY’S RIGHT TO CONTRACT WITH OTHERS .................................................... 23
36. EFFECT OF DEBARMENT OF CONSULTANT ON EXISTING CONTRACTS .......... 23
37. PROHIBITION OF BENEFITS ........................................................................................ 23
38. FEDERAL AVIATION ADMINISTRATION REGULATIONS ........................................... 23
39. SIGNATURES .................................................................................................................... 36
EXHIBIT A – SCOPE OF WORK .............................................................................................. 37
EXHIBIT B – TABLE OF HOURLY BILLING RATES ............................................................... 48
EXHIBIT C – INSURANCE REQUIREMENTS FOR CONSULTANT ........................................ 54
CONSULTANT AGREEMENT

This Agreement is made by and between the SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY, and JACOBS ENGINEERING GROUP, INC., a Delaware corporation.

Recitals:

The Authority desires to enter into an Agreement with Consultant for Airside/Landside Engineering Consulting Services in support of planning, design, and construction projects associated with the Capital Improvement Program ("CIP") and Airport Development Program ("ADP") at San Diego International Airport ("Airport").

The Parties agree:

1. DEFINITIONS

As used within this Agreement, the following terms shall have the meanings as set forth below:

Accounting Records: any and all documents relating to invoices, costs, payment, settlement, or supporting documentation of Consultant relating to this Agreement.

Agreement: this Consultant Agreement, including all exhibits and attachments and any Authority approved and executed Task Authorizations.

Airport: the San Diego International Airport.

Audit Period: the period of time from commencement of the term of this Agreement to the fourth anniversary of the Authority’s final payment under the terms of this Agreement.

Authority: the San Diego County Regional Airport Authority, a local governmental entity of regional government, acting through its President/CEO for purposes of this Agreement.

Compensation: all monetary consideration provided Consultant pursuant to this Agreement including fees and Reimbursable Expenses.

Contract Documents: include but are not limited to all authorized Task Authorizations, engineering studies and reports, contract drawings, specifications, construction phasing plans, schedules and construction cost estimates, and any document which is incorporated by reference.

Consultant: Jacobs Engineering Group, Inc., a Delaware corporation, and any employees or agents, of Consultant.

Design Professional: any of the following professions:

- Architects licensed pursuant to Chapter 3 of Division 3 of the California Business and Professions Code, and a business entity offering architectural services in accordance with that chapter;

- Landscape Architects licensed pursuant to Chapter 3.5 of Division 3 of the California Business and Professions Code, and a business entity offering landscape architect services in accordance with that chapter;
• **Professional Engineers** licensed pursuant to Chapter 7 of Division 3 of the California Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter; and

• **Professional Land Surveyors** licensed pursuant to Chapter 15 of Division 3 of the California Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.


**Expenses**: expenditures made by Consultant in the necessary and reasonable performance of this Agreement. See "Reimbursable Expenses" below.

**FAA**: the Federal Aviation Administration.

**Non-Design Professional**: all professions other than Design Professionals as defined above.

**Parties**: the Authority and Consultant collectively.

**President/CEO**: the President/CEO of San Diego County Regional Airport Authority or his/her designee.

**Proprietary Information**: all confidential, personal, proprietary and trade secret information and materials of the Authority, or of its Board, officers, employees, or of its suppliers, vendors or customers. Proprietary Information includes, without limitation, any: (a) information, ideas or materials of a technical or creative nature, such as designs and specifications, computer source and object code, and other materials and concepts relating to the Authority’s intellectual property rights; (b) information, ideas or materials of a business nature, such as non-public financial information; information regarding profits, costs, marketing, purchasing, sales, customers, suppliers, contract terms, employees and salaries; development plans; business and financial plans and forecasts; (c) all personal property, including, without limitation, all books, manuals, records, reports, notes, contracts, lists, blueprints and other documents or materials, or copies thereof, received by Consultant in the course of Consultant’s rendering of the Services to the Authority, including, without limitation, records and any other materials pertaining to the Work Product; and (d) information, ideas and opinions of a personal nature, such as the thoughts, impressions, personal histories and goals of Authority employees.

**Reimbursable Expenses**: those Expenses which are identified in subsection 4(F) of this Agreement as reimbursable by the Authority.

**Services**: all actions, support, and deliverables provided by the Consultant under this Agreement.

**SSI Information**: all documents, data, reports, drawings, specifications and other works, whether complete or incomplete, in oral, written, graphic or electronic form related to airport or airline security or contingency plans, security incident response plans, security directives, or any other such documents or materials protected by 49 CFR Part 1520 or defined in Part 1521.

**Task Authorization**: written authorization for Consultant to perform Services under this Agreement. The Task Authorization defines a specific scope of professional services,
deliverables, schedule, labor and Reimbursable Expenses budgets, invoicing requirements, and terms of Compensation for Consultant Services.

TSA: the Transportation Security Administration, or any successor to the TSA.

Work Product: all final documents, data, reports, drawings, specifications, and other works, including copies prepared by Consultant pursuant to this Agreement and accepted by the Authority, whether in oral, written, graphic, or electronic form.

2. TERM

The term of this Agreement commences on February 25, 2020 and ends February 24, 2025 (the "Term") with an option for two (2) one-year extension periods which may be exercised at the sole discretion of the Authority’s President/CEO. Services will be limited to those specific projects that are initiated within five (5) years of the effective date of this Agreement. The Consultant’s services may continue beyond the first five (5) years through the Term of the Contract; however, no new projects will be initiated.

3. SCOPE OF WORK

Subject to the terms and conditions set forth in this Agreement, Consultant, upon request of the Authority’s Directors or their designated representatives of the Airport Design & Construction and/or Planning & Environmental Affairs Departments, shall provide Airside/Landside Engineering Consulting Services, as described more fully in the Scope of Work attached hereto as Exhibit A and by this reference incorporated herein ("Exhibit A").

4. COMPENSATION

A. General: Prior to commencement of Services, the Consultant and Authority shall agree in writing on the specific scope of professional services, deliverables, schedule, labor and Reimbursable Expense budgets, invoicing requirements, and terms of Compensation for each assigned task. A formal written Task Authorization covering the agreed-upon Services will be issued by the Authority. No Services shall be performed without an Authority-issued Task Authorization. No payment shall be made for Services performed that exceed the value of the Task Authorization without prior written approval of the Authority. The Authority shall not be liable for Consultant costs in excess of the values authorized in the written Task Authorization(s).

B. Maximum Total Compensation: The Maximum Total Compensation the Authority will pay the Consultant for all Services and Reimbursable Expenses for all approved Task Authorizations issued under this Agreement shall not exceed Thirty-Five Million Dollars ($35,000,000).

If requested in writing by the Authority, each invoice shall include a summary of the total aggregate Compensation invoiced from the beginning of the Agreement year in which Consultant began providing Services to the date of the current invoice.

C. No Guarantee of Compensation: The Authority makes no guarantee to Consultant as to the amount of Consultant-provided Services that will be requested by the Authority, or the amount of Compensation that will be paid to Consultant pursuant to this Agreement. Under no circumstances shall Consultant or any of its subconsultants be entitled to or compensated for any direct or indirect loss arising from or relating to Authority’s failure to authorize performance of Services under this Agreement. Said
direct and indirect loss includes but is not limited to loss of expected profits, business overhead, loss of productivity, and loss of opportunity to work on other projects.

D. **Hourly Billing Rates:** A Table of Hourly Billing Rates applicable to all Services provided under this Agreement is attached hereto as Exhibit B. During the term of this Agreement, the Authority may provide written authorization to add subconsultants and/or job classifications to Exhibit B.

The hourly billing rates set forth in Exhibit B may be revised on a yearly basis, subject to the Authority’s sole discretion and written approval. Written approval of any change in the hourly rates set forth in Exhibit B shall be in the form of an amendment to this Agreement signed by both parties. Consultant shall provide documentation substantiating the basis for the requested increase in the hourly billing rates. The increases in the hourly billing rates, if granted, will be applicable to hours that are worked after the effective date of an executed amendment to this Agreement.

E. **Compensation:** For performance of Services under a Task Authorization, the Authority will compensate Consultant based upon the following, subject to the limitation of the Maximum Total Compensation:

1. **Time and Material (Not to Exceed).** Consultant’s and subconsultants’ charges for all Services performed under Time and Material (Not to Exceed) Task Authorizations shall be computed as the amount equal to the approved hourly billing rates in Exhibit B for the assigned staff, multiplied by the actual number of hours the staff are engaged in providing the Services, plus approved Reimbursable Expenses.

2. **Lump Sum.** Consultant’s and its subconsultants’ charges for all Services performed under Lump Sum Task Authorizations shall be computed as the percentage of Services actually completed, as agreed to by the Authority, plus approved Reimbursable Expenses.

F. **Reimbursable Expenses:** Payment for Reimbursable Expenses is limited to those items that are both specifically defined in this subsection and identified in an approved Task Authorization. Reimbursement will be made at actual cost, and shall be limited to those expenses that are reasonable, necessary, and directly related to the performance of Services required under this Agreement. Receipts, as set forth in section 5, are required for all Reimbursable Expenses.

Consultant and its subconsultants may be reimbursed for the following Reimbursable Expenses, to the extent identified in an approved Task Authorization:

1. **Living and Traveling Expenses:**
   a) **Air Travel:** Reimbursement shall be limited to the cost of the lowest coach fare available. Air Travel to/from the Los Angeles area is not reimbursable.
   b) **Hotel and Meals:** Reimbursement shall be limited to the GSA rates in place at the time the expense was incurred.
   c) **Other Transportation Expenses:** Parking, Transit, Taxicab, Shuttle, TNC, rental vehicle, or other transportation expenses are reimbursable. Rental
vehicle reimbursement shall be limited to the rental rate for a mid-size or smaller car/SUV.

d) Mileage: Reimbursement shall be limited to the GSA mileage rate in place at the time the vehicular travel occurred. Travel within San Diego County is considered local and will not be reimbursed. Mileage shall be documented by starting and ending addresses.

2. Identifiable Project-Specific Communication Expenses: Consultant may be reimbursed for identifiable expenses that are directly related to project-specific communication such as express mail/shipping, postage, web meetings, and teleconferences.

3. Third-Party Services: Consultant may be reimbursed for identifiable expenses that are directly applicable to the work, such as utility potholing, geotechnical borings, laboratory testing, commercial printing and binding, and other similar costs. All charges for equipment that is owned, rented, or leased by Consultant or its subconsultant(s) shall be limited to those charges that are necessary for and directly allocable to the completion of Consultant's assigned tasks for a particular project.

G. Billing Rate Limitations: Consultant agrees to assign the person with the lowest hourly rate who is fully competent to provide the Services required. If Consultant finds it necessary to have work that would usually be performed by personnel at a lower rate performed by personnel paid at a higher hourly rate, Consultant shall, nevertheless, (i) bill at the lower rate, and (ii) indicate on the relevant invoice that Consultant has billed at the lower rate pursuant to this provision. Subconsultant Services shall be billed at cost with no mark-up by the Consultant.

H. Prevailing Wage: State prevailing wage rates may apply to work performed under this Agreement. State prevailing wage rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, §§1720, 1720.2, 1720.3, 1720.4 and 1771. Consultant is solely responsible to pay state prevailing wage rates and pay such rates in accordance with all laws, ordinances, rules, and regulations. If state prevailing wage rates apply, Consultant shall comply with the following:

1. No Consultant or subconsultant may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

2. No Consultant or subconsultant may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

4. Consultant must post job site notices prescribed by regulation. (See 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU.)
5. Consultant and subconsultants must furnish electronic certified payroll records directly to the Labor Commissioner (a.k.a. the Division of Labor Standards Enforcement).

Federally funded projects – Davis Bacon & Related Acts (“DBRA”) requires payment of prevailing wages on federally funded or assisted construction projects. This includes provisions that require Davis Bacon labor standards apply.

If both State and Federal funding exists in a single project, the Consultant is required to pay the higher wage rate of the two and adhere to the more restrictive work rules.

I. Progress Documentation / Expenditure Notification: Consultant shall provide monthly progress reports, in a format acceptable to the Authority, as part of each invoice submittal. Progress reports shall include a description of Services completed during the invoice period, documentation of the overall level of completion of the Services defined in the Task Authorization, cumulative dollar costs incurred, and Task Authorization balance remaining.

Consultant shall provide information on payment activity received by the Consultant on the Task Authorization as well as payments issued to all subconsultants on the project. The Consultant shall also include a breakout of participation by small businesses, disadvantaged business enterprises, veteran-owned small businesses, local businesses, and other similar designations as may be requested by the Authority, in a format acceptable to the Authority. This information may be requested to be further broken out by federally funded and non-federally funded tasks.

J. Staff Assignments: Consultant agrees to assign only competent personnel to perform Services, according to the reasonable and customary standards of training and experience in the relevant field. Failure to assign competent personnel will constitute grounds for immediate termination of said personnel and/or refusal to compensate Consultant for said personnel’s Services.

Authority may, at its sole discretion, require Consultant to remove from the project any Consultant or subconsultant personnel who are assigned to the performance of the Scope of Work. Consultant shall promptly remove such person(s) from the project after any such request from Authority. The Consultant shall make its best efforts to replace any person so removed within seven (7) days with a person of like qualifications acceptable to Authority. Alterations to Consultant’s staff at Authority’s request do not constitute changes to the Scope of Work.

K. Staff Continuity: Consultant will use its best efforts to ensure continuity of personnel assigned to perform Services under this Agreement. Reassignment of personnel identified in the Consultant’s Statement of Qualifications (“SOQ”) for this Agreement’s procurement requires prior written consent by the Authority.

L. Expenses: Unless otherwise expressly provided otherwise in this Agreement, Consultant shall bear all expenses required to perform Services pursuant to this Agreement.
5. **INVOICES**

Consultant shall submit separate monthly invoices for each Task Authorization, or at such other intervals as otherwise directed by Authority, describing the Services and Reimbursable Expenses for which payment is sought, in accordance with sections 3 and 4 of this Agreement. Each invoice must be accompanied by a progress report as identified in subsection 4(l). Invoices must be prepared and submitted using the formatting and processes specified by the Authority. Invoices shall also include the following:

A. **Documentation of Services:**

1. For Services rendered on a Time and Material (Not to Exceed) basis, unless otherwise directed by the Authority, Consultant shall provide the following documentation on a task by task basis:
   - a) The name and classification of each person who provided Services during the period covered by the invoice;
   - b) The date(s) that each person performed Services related to each task;
   - c) The number of hours for each date that each person performed services related to each task; and
   - d) Description of the specific Services related to each task provided by each person for each date.

2. For Services rendered on a Lump Sum basis, unless otherwise directed by the Authority, Consultant shall document:
   - a) The percentage of Services completed for each task. The Consultant’s monthly invoice progress report must provide sufficient documentation for the Authority to validate the stated percentage of Services completed for each task.

B. **Documentation of Reimbursable Expenses:**

Reimbursable Expenses for which Consultant may request reimbursement are set forth specifically in Subsection 4(F) of this Agreement.

1. Reimbursable Expenses under $25.00: Consultant shall attempt in good faith to attach to each invoice all necessary documentation and receipts to support expenses under $25.00.

2. Reimbursable Expenses over $25.00: Consultant shall attach to each invoice detailed, itemized receipts to support expenses over $25.00. In no event will the Authority reimburse Consultant for expenses over $25.00 that are not supported by such documentation.

C. **Declaration To Accompany Each Invoice:** Invoices submitted shall contain the following signed certification at the end of the billing statement:

   “I hereby certify under penalty of perjury that the above bill is just and correct according to the terms of the Agreement between Consultant and the Authority and that payment has not been received.

   By: ____________________________”
D. **Invoice Address:** Unless otherwise directed by the Authority, all invoices shall be sent to the Authority at the address specified below:

   San Diego County Regional Airport Authority  
   Airport Design & Construction Department  
   P.O. Box 82776  
   San Diego CA 92138-2776  
   Attn: Director, Airport Design & Construction

E. **Final Invoice:** Within ninety (90) days of the conclusion of Consultant's performance under each Task Authorization, Consultant shall submit a final invoice, for itself and all applicable subconsultants and third parties, including all:

1. Outstanding labor costs;
2. Outstanding Reimbursable Expenses;
3. Documentation and information required by this section.

Invoices submitted after this 90-day period will be rejected and no payment will be made.

6. **PAYMENT BY AUTHORITY**

Payment by the Authority pursuant to this Agreement does not represent that the Authority has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Consultant, made an exhaustive inspection to check the quality or quantity of the work performed by the Consultant, made an examination to ascertain how or for what purpose the Consultant has used money previously paid on account by the Authority, or constitute a waiver of claims against the Consultant by the Authority. The Authority may in its sole discretion withhold payments or seek reimbursement from the Consultant for expenses, costs of construction, costs of design, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the Authority which are the fault of or as result of work performed or negligent conduct by or on behalf of the Consultant.

Upon five (5) days' written notice to the Consultant, the Authority shall have the right to estimate the amount of expenses, construction costs, design costs, miscellaneous charges, or other liabilities or increased costs and to cause the Consultant to pay the same; and the amount due the Consultant pursuant to this Agreement or any Task Authorization issued thereto or the whole or so much of the money due or to become due to the Consultant under this Agreement or any Task Authorization issued thereto as may be considered reasonably necessary by the Authority shall be retained by the Authority until such expenses, costs of construction, costs of design, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Consultant at no expense to the Authority. If such expenses, costs of construction, costs of design, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the Authority prior to completion date of this Agreement or any Task Authorization issued thereto, whichever is earlier, the Authority is authorized to pay for such expenses, costs of construction, design costs, miscellaneous charges, or other liabilities or increased costs from the amounts retained as
outlined above or to seek reimbursement of same from the Consultant. It is the express intent of the parties to this Agreement to protect the Authority from loss because of conduct by or on behalf of the Consultant and its subconsultants.

7. CONSULTANT’S RECORDS

Consultant shall maintain an acceptable cost accounting system. Consultant agrees to provide to the Authority, the FAA, and the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records that are pertinent to this Agreement and any Task Authorization issued thereto, for the purpose of making audit, examination, excerpts, and transcriptions. Consultant agrees to maintain all books, records, and reports required under this Agreement and any Task Authorization issued thereto for a period of four (4) years after final payment under this Agreement is made or until all disputes, appeals, litigation or claims arising from this Agreement or any Task Authorization issued thereto have been resolved, whichever is later and shall fully cooperate with any audit. If this Agreement or any Task Authorization issued thereto involves the expenditure of public funds in excess of $10,000, then the parties acknowledge and agree that this Agreement and the affected Task Authorization issued thereto is subject to audit and examination by the State Auditor, pursuant to California Government Code section 8546.7.

Notwithstanding any other provisions of this Agreement or any Task Authorization issued thereto, failure to maintain acceptable records shall be a conclusive waiver of any right to Compensation for such Services or expenses as are otherwise compensable hereunder. The Authority shall have the right to audit all such records. Such records shall be kept in the County of San Diego and for a period of not less than four (4) years after final payment under this Agreement is made or until all disputes, appeals, litigation or claims arising from this Agreement or any Task Authorization issued thereto have been resolved, whichever is later. If Consultant fails to maintain all records within the County of San Diego, Consultant agrees to reimburse Authority for reasonable expenses involved in traveling to the records storage site. Except as provided in this section, the cost of an audit shall be borne by the Authority. However, if the audit reveals a discrepancy of more than two (2) percent between the Compensation requested by Consultant in accordance with this Agreement and the Compensation determined by the audit, Consultant shall pay the cost of the audit as reasonably determined by the Authority.

Consultant understands and agrees that Authority, at all times under this Agreement has the right to review documents and work in progress and to audit financial records, whether or not final, which Consultant or anyone else associated with the Services has prepared or which relate to the Services which Consultant is performing for Authority pursuant to any Task Authorization issued under this Agreement regardless of whether such records have previously been provided to Authority. Consultant shall provide the Authority at Consultant's expense a copy of all such records within five (5) working days of a written request by Authority. Authority’s right shall also include inspection at reasonable times of the Consultant's office or facilities, which are engaged in the performance of Services pursuant to any Task Authorization issued under this Agreement. Consultant shall, at no cost to Authority, furnish reasonable facilities and assistance for such review and audit. Consultant’s failure to provide the records within the time requested shall preclude
Consultant from receiving any payments due under the appropriate Task Authorization issued under this Agreement until such documents are provided.

8. **SUBCONSULTANTS**

It is agreed that it may be necessary for Consultant to subcontract for the performance of certain Services. Prior written approval from the Authority is required for all subconsultants that are not specified in Exhibit B. Consultant shall remain responsible to the Authority for any and all Services and obligations under this Agreement, whether performed by Consultant or its subconsultants. Any subconsultants employed by Consultant shall be independent contractors and shall not be agents of the Authority. Consultant shall ensure that its subcontracts and other agreements made pursuant to this Agreement with subconsultants include all applicable requirements set forth in this Agreement, including but not limited to sections entitled “Insurance Requirements”, “Indemnification”, “Consultant’s Compliance”, and “Federal Aviation Administration Regulations”. Consultant shall also include a clause in its agreements with subconsultants that reserves the right for the Authority representative to audit any cost, payment, or settlement resulting from any items set forth in this Agreement and any Task Authorization issued thereto, during the performance of this Agreement and for a period of not less than four (4) years after final payment is made, or until all disputes, appeals, litigation, or claims arising from this Agreement or any Task Authorization issued thereto have been resolved, whichever is later. This clause shall also require subconsultants to retain all necessary records for a period of not less than four (4) years after final payment is made or until all disputes, appeals, litigation, or claims arising from this Agreement or any Task Authorization issued thereto have been resolved, whichever is later.

The Authority may, at its sole discretion, require Consultant to remove from the project any subconsultant assigned to the performance of the Scope of Work. The Consultant shall remain responsible to the Authority for any and all services and obligations required under this Agreement, whether performed by Consultant or its subconsultants.

9. **TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement, including any Task Authorization issued thereto. If Consultant fails to competently perform Services within the time periods specified in “Exhibit A”, any Task Authorization, or, if no time periods are specified, within a reasonable time period, Authority may terminate this Agreement pursuant to the terms of this Agreement.

10. **ASSIGNMENT OR TRANSFER PROHIBITED**

This Agreement is a personal services agreement between the Parties. Consultant may not in any manner, by operation of law or otherwise, assign, hypothecate, encumber or transfer this Agreement or any of the rights, duties or obligations under this Agreement, in whole or in part, without the express, prior written consent of the Authority. Any attempted or purported assignment of any right or obligation pursuant to this Agreement, without such consent, shall be voidable at the sole discretion of Authority and grounds for termination pursuant to the terms of this Agreement.
11. TERMINATION

A. If the President/CEO, in his/her sole discretion, becomes dissatisfied with Consultant’s performance under this Agreement, the President/CEO may terminate this Agreement by giving written notice to Consultant. Such termination shall be effective immediately on delivery of such notice to Consultant.

B. Any violation or breach of the terms of this Agreement by the Consultant or its subconsultants may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties to this Agreement. The Authority will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of this Agreement. The Authority reserves the right to withhold payments to the Consultant until such time the Consultant corrects the breach or the Authority elects to terminate this Agreement pursuant to subsection 11(C) below. The Authority's notice will identify a specific date by which the Consultant must correct the breach. The Authority may proceed with termination of this Agreement if the Consultant fails to correct the breach by the deadline indicated in the Authority’s notice.

C. In addition to any other rights and remedies allowed by law and this Agreement, either party may terminate this Agreement with or without cause by giving thirty (30) days prior written notice. Such termination shall be effective on the date specified in the written notice.

D. Consultant shall cease performing Services on the effective date of termination and Consultant shall have no further rights under this Agreement except as expressly provided herein. The Authority shall have all rights and remedies provided by law.

E. Upon termination of this Agreement, Consultant may be compensated in accordance with Exhibit B only for Services actually performed and accepted by Authority. Consultant shall not be entitled to any Compensation for contractual damages, including, but not limited to, expected lost profits, office overhead, loss of productivity, lost opportunity to work on other projects or any other consequential or incidental damages arising from the termination of this Agreement.

F. If the termination is due to the failure of the Consultant to fulfill the obligations, the Authority may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the Authority for any additional cost occasioned to the Authority thereby. If, after notice of termination for failure to fulfill the obligations in this Agreement, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Authority. In such event, Compensation to the Consultant shall be determined in accordance with subsection 11(D), above.

G. Upon termination of this Agreement, Consultant shall deliver immediately to the Authority all property belonging to the Authority, whether given to Consultant by the Authority or prepared by Consultant in the course of rendering the Services, including, but not limited to, all Work Product then in progress, including all material in Consultant’s possession that contains Proprietary Information or SSI Information and
any copies thereof, whether prepared by Consultant or others. Following termination, Consultant shall not retain any written or other tangible (including machine-readable) material containing any Proprietary Information or SSI Information.

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

12. PROPRIETARY INFORMATION & SSI INFORMATION OF AUTHORITY OR TSA

A. General: Consultant's Services may involve access to and creation of Proprietary Information or SSI Information.

B. Restrictions on Use and Disclosure: During the Term of this Agreement and thereafter, Consultant shall: (a) hold and use Proprietary Information or SSI Information in strict confidence and solely for the benefit of Authority and not for the benefit of Consultant or any third party; (b) not copy or use any Proprietary Information or SSI Information, except as necessary to perform Services; and (c) not disclose or otherwise make available any Proprietary Information or SSI Information to any third party unless first authorized in writing by the Authority.

C. Restrictions on References to Authority: Consultant shall not represent in any way that Authority endorses or supports Consultant or Consultant's activities without the prior written consent of Authority. Consultant is prohibited from making any representations regarding the relationship between Consultant and Authority without the prior written consent of Authority. Consultant shall not make any representations about Authority or use the Authority's name or the name of any of its Board Members, employees, or agents in documents or material generated by Consultant without the Authority's prior written consent.

D. Indemnity: Consultant shall hold harmless and indemnify Authority for the payment of any civil penalties assessed Authority by the TSA or DHS because of Consultant's or its subconsultants' unauthorized release or divulging of any SSI Information.

13. AUTHORITY OWNERSHIP OF SERVICES AND WORK PRODUCT

Authority shall own all Work Product, prepared pursuant to this Agreement. Ownership includes all rights attendant to ownership, including rights of copyright, patent, and intellectual property rights. Consultant, at its own cost and expense, shall deliver all Work Product to Authority when requested by Authority. With prior written consent of Authority, Consultant may retain limited copies of Work Product, but only for purposes expressly authorized in Authority's consent. Work Product, including copies retained by Consultant, may not be shown to any other public or private person or entity unless expressly authorized in writing by Authority.

14. INDEPENDENT CONTRACTOR

Consultant is an independent contractor in the performance of this Agreement and shall act in an independent capacity and not as an officer or employee of the Authority. Consultant shall have no authority to act as an agent on behalf of the Authority unless specifically authorized to do so in writing. Authority shall have no liability for Consultant's actions and performance and assumes no responsibility for taxes, bonds, payments, or other
commitments, implied or express, that may be made by or for Consultant. Consultant shall purchase all bonds and pay all taxes required for the performance of Services. Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between Consultant and Authority or between Consultant and any other entity or party or cause Authority to be responsible in any way for the debts or obligations of Consultant or any other party or entity.

15. INSURANCE REQUIREMENTS

A. Consultant shall procure, at its expense, and keep in full force and effect at all times during the Term of this Agreement, the types and amounts of insurance specified in Insurance Requirements for Consultant, attached hereto as Exhibit C and by this reference incorporated herein ("Exhibit C"). The specified insurance shall include and insure Authority, its Board and all its officers, employees, and agents, their successors and assigns, as additional insureds, against the areas of risk associated with the Services as described in Exhibit A with respect to Consultant's acts or omissions in the performance of this Agreement, its operations, use, and occupancy of the Airport, and other related functions performed by or on behalf of Consultant in, on or about Airport.

B. Each specified insurance policy (other than Worker's Compensation and Employers' Liability and fire and extended coverages) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under insured's Agreement with the Authority."

C. All such insurance shall be primary and non-contributing with any other insurance held by Authority where liability arises out of or results from the acts or omissions of Consultant, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Consultant. Such policies may provide for reasonable deductibles and/or retentions acceptable to the President/CEO based upon the nature of Consultant's operations and the type of insurance involved.

D. Authority shall have no liability for any premiums charged for such coverage(s). The inclusion of Authority, its Board and all its officers, employees, and agents, their successors and assigns, as insureds is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Consultant in Consultant's operations at Airport or in the performance of this Agreement. In the event Consultant fails to furnish Authority with evidence of insurance and maintain the insurance as required, Authority upon ten (10) days prior written notice to comply, may, but shall not be required to, procure such insurance at the cost and expense of Consultant, and Consultant agrees to promptly reimburse Authority for the cost thereof plus fifteen (15%) percent for administrative overhead. Payment shall be made within thirty (30) days of invoice date.

E. At least ten (10) days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed.
with Authority. If such coverage is canceled or reduced, Consultant shall, within fifteen (15) days of such cancellation or reduction of coverage, file with Authority evidence that the required insurance has been reinstated or provided through another insurance company or companies.

F. Consultant shall provide proof of all required insurance and related requirements to Authority either by production of: the actual insurance policy(ies); or a Certificate of Insurance in a form acceptable to the Authority; or a broker’s letter acceptable to the President/CEO in both form and content in the case of foreign insurance syndicates, or other written evidence of insurance acceptable to the President/CEO. The documents evidencing all required coverages shall be filed with Authority prior to Consultant performing Services or occupying the Airport. The documents shall contain (i) the applicable policy number, (ii) the inclusive dates of policy coverages, (iii) the insurance carrier’s name, address and telephone number, (iv) shall bear an original signature of an authorized representative of said carrier, and (v) shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the Authority at least thirty (30) days prior to the effective date thereof. Authority reserves the right to have submitted to it, upon request, all pertinent information about the agent, broker, and carrier providing such insurance.

G. Authority and Consultant agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the Term of this Agreement by the President/CEO who may, thereafter, require Consultant, on thirty (30) days prior written notice, to adjust the amounts of insurance coverage to whatever reasonable amount the President/CEO deems to be adequate.

H. All insurance policies required herein shall have a minimum Best financial rating of A minus 7.

I. Submission of insurance from a non-California admitted carrier is subject to the provisions of California Insurance Code §§1760 through 1780, and any other regulations and/or directives from the State Department of Insurance or other regulatory board or agency. Consultant agrees, except where exempted, to provide Authority proof of said insurance by and through a surplus line broker licensed by the State of California at the address specified below:

San Diego County Regional Airport Authority
Risk Management Department
P.O. Box 82776
San Diego, CA 92138-2776

16. ACCURACY OF SERVICES

A. Consultant shall be responsible for the technical accuracy of its Services and documents resulting therefrom and Authority shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional Compensation.

B. Consultant shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the
Authority, any projects with respect to which Consultant performs Services, or any person related to any such projects, including the Consultant or its agents, employees, or subconsultants.

C. The standard of care for all professional Services performed or furnished by Consultant under this Agreement and any Task Authorization issued thereto will be the care and skill ordinarily used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality.

D. If Consultant fails to perform the Services in the time period(s) specified in this Agreement and/or any Task Authorization issued under this Agreement, then Consultant shall be liable for and shall compensate Authority for any claims directly or indirectly relating to or arising out of such failure.

E. The rights and obligations set forth in this section shall be in addition to, and not in lieu of, the rights and obligations set forth elsewhere in this Agreement or any Task Authorization issued thereto.

F. The Consultant is responsible for ensuring that Services performed under this Agreement follow then-current Authority design standards and criteria.

G. The Consultant is responsible for ensuring that construction documents prepared under this Agreement are fully coordinated with the Authority's procurement processes and construction contract language.

H. The Consultant is responsible for quality control and quality assurance oversight of Services performed under this Agreement. Deliverable documents must be at the stated level of completion and free from errors and quality control issues. Deliverable documents must also be professionally prepared, logically organized, concise, well written, and easy to understand, with conclusions and recommendations that are clearly and logically supported. Construction documents must also be clear, easy to follow, and coordinated between disciplines and with the technical specifications (Special Provisions). Deliverable documents that do not meet these requirements will not be accepted.

I. The Consultant is responsible for ensuring that a California licensed Civil Engineer is responsibly in charge of the Services performed under this Agreement. All final deliverable documents must be signed and sealed by the licensed professionals in responsible charge of preparing them.

J. Consultant's time spent explaining, responding to, or correcting errors and omissions in the construction contract documents will not be paid for separately but shall be considered as included in the Compensation provided for Design and Bid Phase Services.

K. All Consultant work and activities within the Air Operations Area ("AOA") or other secure areas of the Airport shall comply with applicable safety and security requirements, including but not limited to those of the Authority, FAA, and TSA.

17. ADVICE OF COUNSEL

The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the
decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement and any Task Authorization issued thereto shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement and any Task Authorization issued thereto shall be governed by the laws of the State of California, excluding its conflict of laws rules.

18. INDEPENDENT REVIEW

Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.

19. DISPUTE RESOLUTION

If a dispute arises out of or relates to this Agreement or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute by mediation administered in San Diego, California, by the American Arbitration Association under its Construction Industry Mediation Rules, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant agreements shall be documented and may be used as the basis for a change order or directive as appropriate.

If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered in San Diego, California, by the American Arbitration Association under its Construction Industry Arbitration Rules, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant agreements shall be documented and may be used as the basis for a written amendment to this Agreement and any affected Task Authorization as appropriate. On demand of the arbitrator or any party to this Agreement and or any Task Authorization issued thereto, subconsultants, and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

In addition, Consultant and all subconsultants shall participate in a consolidated dispute resolution proceeding to the extent that the Authority deems such participation to be necessary or desirable. Consultant shall include a provision in its agreements with subconsultants by which such subconsultants agree to be bound by this section with respect to any dispute that arises out of or relates to any project with respect to which Consultant performs Services pursuant to this Agreement and any Task Authorization issued thereto.

Nothing in the foregoing shall serve to deprive the Authority or Consultant of the right to seek legal redress for violation of any provision in this Agreement or Task Authorization. All
claim filing requirements under law, including, without limitation, under the California Government Code, California Public Contract Code and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the Authority Clerk as required under law, including, without limitation, under the Government Code, Public Contract Code and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented to the Authority Clerk, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

20. INDEMNIFICATION

A. To the fullest extent permitted by law, Consultant shall defend (with counsel of the Authority's choosing), indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Authority, its officials, officers, employees, agents, or volunteers.

B. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of design professional services, then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the Authority, Consultant's obligations shall be reduced in proportion to the established comparative liability of the Authority and shall not exceed the Consultant's proportionate percentage of fault.

21. CONFORMANCE WITH RULES AND REGULATIONS

A. Consultant agrees to abide by any and all:
   1. Applicable rules, regulations, resolutions, policies, codes, orders, and restrictions which are now in force or which may be hereafter adopted by the Authority with respect to operation of the Airport;
   2. Orders, directives, or conditions issued, given or imposed by the President/CEO with respect to the use and operation of the Airport; and
   3. Applicable laws, ordinances, statutes, rules, regulations, or orders of any federal, state, county, municipal or other governmental entity, exercising jurisdiction over the Airport.
B. Consultant acknowledges that it has reviewed and accepts the SDIA Security Instructions posted on the Authority’s website at www.san.org. If TSA imposes a fine or penalty on the Authority for Consultant's non-compliance with federal laws and or TSA rules and regulations, then Consultant shall reimburse and indemnify the Authority for the entire amount of the fine or penalty. Consultant acknowledges and accepts that it is the authorizing agent for all Consultant and subconsultant badging.

22. BANKRUPTCY
In the event Consultant commences a proceeding under the Federal Bankruptcy Act or is adjudicated bankrupt or insolvent, or a judicial sale is made of Consultant’s interest under this Agreement, this Agreement shall at the option of the Authority immediately terminate and all rights of Consultant hereunder shall immediately cease and terminate. If during the Term of this Agreement, Consultant files for bankruptcy protection, it covenants and agrees to serve the Authority with a copy of the court filing documents within five (5) days thereafter.

23. LICENSES AND PERMITS
Consultant shall possess all licenses, permits, qualifications, and approvals of whatever nature legally required for Consultant to perform the Services under this Agreement. Consultant represents and warrants that it, at its sole cost and expense, shall keep in effect at all times during the Term of this Agreement any and all licenses, permits, and approvals that are required for Consultant to practice its profession and/or perform the Services.

24. CONFLICT OF INTEREST
Consultant is not now a party to, and during the Term of this Agreement shall not enter into, any contract or agreement that will create a conflict of interest with its duties to the Authority under this Agreement.

25. ENTIRE UNDERSTANDING
This Agreement contains the entire agreement of the Parties and supersedes all prior negotiations, discussions, obligations, and rights of the Parties regarding this Agreement. Consultant acknowledges that there is no other written or oral understanding between the Parties. No modification, amendment, or alteration of this Agreement shall be valid or enforceable against the Authority unless it is in writing, properly approved and executed by all Parties.

26. NON-DISCRIMINATION
Consultant agrees at all times to fully comply with all laws prohibiting discrimination against any person or class of persons by reason of race, color, gender, religious creed, sex (including pregnancy or childbirth), age, national origin, ancestry, sexual orientation, physical or mental disability, medical condition including genetic characteristics, veteran status, marital status, family care status, or any other considerations made unlawful by federal, state or local law in performance of this Agreement. If the use provided for in this Agreement allows Consultant to offer accommodations or services to the public, such accommodations, or services shall be offered on fair and reasonable terms.
27. **PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

28. **ORDER OF PRECEDENCE**

Notwithstanding anything contained in any Task Authorization or any amendment thereto, including any Task Authorization deliverable, in the event of a conflict between this Agreement and any Task Authorization issued hereunder, including any Task Authorization amendment or any Task Authorization deliverable, this Agreement shall prevail.

29. **NOTICES**

All notices and other communications under this Agreement and any Task Authorization issued thereto shall be in writing and shall be deemed given when delivered by hand or upon confirmed receipt of a facsimile transmission, two (2) days after being deposited with an overnight courier, or five (5) days after mailing, postage prepaid, by registered or certified mail, return receipt requested, to the below address or such other addresses as either party shall specify in a written notice to the other.

<table>
<thead>
<tr>
<th>To Authority:</th>
<th>To Consultant:</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Diego County Regional Airport Authority</td>
<td>Jacobs Engineering Group, Inc.</td>
</tr>
<tr>
<td>Airport Design &amp; Construction</td>
<td>Loy Warren, Principal-in-Charge</td>
</tr>
<tr>
<td>P.O. Box 82776</td>
<td>402 West Broadway, Suite 1450</td>
</tr>
<tr>
<td>San Diego, CA 92138-2776</td>
<td>San Diego, CA 92101</td>
</tr>
<tr>
<td>Attention: Director, Airport Design &amp; Construction</td>
<td></td>
</tr>
</tbody>
</table>

30. **INTERPRETATION**

A. **Section Headings:** Section headings in this Agreement are for the convenience and reference of the Parties, and do not define or limit the scope of any section or provision.

B. **Fair Meaning:** The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either Party.

C. **Two Constructions:** If any provision in this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

D. **Governing Law:** This Agreement and all of its terms and conditions shall be construed, interpreted and applied in accordance with, governed by, and enforced under the laws of the State of California.

E. **Venue:** Notwithstanding applicable provision of 28 U.S.C. §1391 or of California Code of Civil Procedure §394, the Parties agree that the venue in all matters arising out of this Agreement shall be the Superior Court of California, County of San Diego.

F. **Gender:** The use of any gender shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
G. **Integration and Modification:** This Agreement contains the entire agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modification, amendment or alteration of this Agreement or any Task Authorization issued thereto shall be valid unless it is in writing and signed by the parties hereto.

H. **Other Agreements Not Affected:** Except as specifically stated herein, this Agreement and its terms, conditions, provisions and covenants shall not in any way change, amend, modify, alter, enlarge, impair or prejudice any of the rights, privileges, duties or obligations of either of the Parties under or by reason of any other agreement between the Parties.

31. **SEVERABILITY**

If any provision of this Agreement or any Task Authorization issued thereto shall be determined to be invalid, unlawful, void or unenforceable to any extent, then the remainder of this Agreement and/or any affected Task Authorization issued thereto shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

32. **JOINT AND SEVERAL LIABILITY**

If Consultant is a limited liability company (“LLC”), partnership, or joint venture, or is an entity comprised of more than one party or entity, the obligation imposed on Consultant under this Agreement shall be joint and several, and each member, general partner, joint venturer, party or entity of Consultant shall be jointly and severally liable for all obligations.

33. **WAIVER**

Waiver by either party of any breach by the other party of any one or more of the terms or conditions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other term or condition of this Agreement. Failure on the part of either party to require full and complete compliance by the other party with any of the terms or conditions of this Agreement shall not be construed as changing the terms or conditions or preventing full enforcement of other provisions to this Agreement.

34. **COST OF LITIGATION AND/OR ADMINISTRATIVE ACTIONS – ATTORNEY FEES**

If any action, whether an action in litigation or in an administrative action, brought by a party to this Agreement and arising out of or traceable to any rights, privileges, or obligations bestowed by this Agreement, including but not limited to breach of any provision of this Agreement, the Parties agree that the prevailing party shall be entitled to and the non-prevailing party shall be bound to pay all reasonably incurred costs associated with the action. The Parties agree that all reasonably incurred costs associated with the action include, but are not limited to attorney fees, costs of legal research incurred in preparing documents filed with the court or administrative body, expert witness fees, and exhibits used in presenting the prevailing party's case to the court, jury or administrative body.
35. **AUTHORITY’S RIGHT TO CONTRACT WITH OTHERS**

The rights granted Consultant under this Agreement are not exclusive, and Authority reserves the right to enter into other agreements covering the same or similar Services that are described in this Agreement.

36. **EFFECT OF DEBARMENT OF CONSULTANT ON EXISTING CONTRACTS**

For the Term of this Agreement, Authority reserves the right to immediately terminate this Agreement in the event that Consultant or any subconsultant is debarred from contracting or providing Services by the Authority, the federal government, or by any other California governmental entity.

37. **PROHIBITION OF BENEFITS**

Consultant is familiar with the Authority’s prohibition against receipt of benefits by Authority personnel as set forth in Authority Code §2.10. The Authority’s Code is posted on the Authority website at www.san.org. Consultant agrees not to offer any Authority personnel any benefit prohibited by said Code. The offer or giving of any benefit prohibited by the Authority Code shall constitute a material breach of this Agreement by Consultant. In addition to any other remedies the Authority may have in law or equity, Authority may terminate this Agreement for breach as provided herein.

38. **FEDERAL AVIATION ADMINISTRATION REGULATIONS**

During the performance of this Agreement, the Consultant, for itself, its assignees, successors in interest and subconsultants (hereinafter referred to as the “Contractor”, in this section 38 only) agrees as follows:

A. **ACCESS TO RECORDS AND REPORTS (2 CFR § 200.326, 2 CFR § 200.333):** The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Authority, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

B. **BUY AMERICA PREFERENCE (49 U.S.C. § 50101):** The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

C. **CIVIL RIGHTS – GENERAL (49 U.S.C. § 47123):**

1. Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
2. This provision binds the Contractor and any subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of the Title VI of the Civil Rights Act of 1964.

D. CIVIL RIGHTS – TITLE VI:

1. Title VI Solicitation Notice. The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

a) Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

b) Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d) Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
e) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

ii. Cancelling, terminating, or suspending a contract, in whole or in part.

f) Incorporation of Provisions: The Contractor will include the provisions of paragraphs 2) (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

3. Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

b) 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);


e) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

f) Airport and Airway Improvement Act of 1982 (49 U.S.C. Chapter 471 § 47123, as amended) (prohibits discrimination based on race, creed, color, national origin, or sex);
g) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and § 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

h) Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131 – 12189 as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38) which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities;

i) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) prohibits discrimination on the basis of race, color, national origin, and sex;

j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (“LEP”). To ensure compliance with Title VI, Contractor must take reasonable steps to ensure that LEP persons have meaningful access to your programs. (70 Fed. Reg. at 74087 to 74100); and

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

E. DISADVANTAGED BUSINESS ENTERPRISES (49 CFR Part 26): The requirements of 49 CFR Part 26 apply to this contract. It is the policy of the Authority to practice nondiscrimination based on race, 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.

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

   a) Withholding monthly progress payments;

   b) Assessing sanctions;
c) Liquidated damages; and/or

d) Disqualifying the Contractor from future bidding as non-responsible.

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

F. FEDERAL FAIR LABOR STANDARDS ACT (Federal Minimum Wage, 29 U.S.C. § 201 et seq.): All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (“FLSA”), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

G. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A):

1. The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

   b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

   c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

H. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (29 CFR Part 1910): All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of Occupational Safety and Health Act of 1970 (29 CFR Part 1910) with the same force and effect as if given in full text. The Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor has full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety Health Act of 1970 (29 CFR Part 1910). The Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor-Occupational Safety and Health Administration.

I. RIGHTS TO INVENTIONS (2 CFR Part 200 Appendix II(F)): Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Authority in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within the 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

J. TRADE RESTRICTION CLAUSE (49 CFR Part 30):

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

   a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (“U.S.T.R.”);

   b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and

   c) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. § 1001.
3. The Offeror/Contractor must provide immediate written notice to the Authority if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:
   a) Who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.; or
   b) Whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list; or
   c) Who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

7. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Authority cancellation of the contract or subcontract for default at no cost to the Authority or the FAA.

K. DEBARMENT AND SUSPENSION (2 CFR Part 180 (Subpart C); 2 CFR Part 1200; DOT Order 4200.5 – Suspension & Debarment Procedures & Ineligibility):

1. Certification of Offerer/Bidder Regarding Debarment
   a) By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participating in this transaction.

2. Certification Regarding Debarment and Suspension (Successful Bidder Regarding Lower Tier Participants).
a) The successful bidder, by administering each lower tier subcontract that exceeds twenty-five thousand dollars ($25,000) as a "covered transaction", must verify that each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

i. Checking the System for Award Management at website: http://www.sam.gov.

ii. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.

iii. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

L. CLEAN AIR AND WATER POLLUTION CONTROL (2 CFR § 200 Appendix II(G)):
Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387 et seq.) The Contractor agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed $150,000.

M. CONTRACT WORK HOURS AND SAFETY ST ANDARDS ACT (2 CFR Part 200 Appendix IIE):

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) above, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1)) above, in the sum of ten dollars ($10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of
forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) above.

3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration or the Authority shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) above.

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

N. EQUAL OPPORTUNITY CLAUSE: During the performance of this Agreement, the Contractor agrees as follows:

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

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

O. ENERGY CONSERVATION REQUIREMENTS: The Contractor and any subcontractor agree to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201, et seq.).

P. VETERAN'S PREFERENCE (49 U.S.C. § 47112(c)): In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code §47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. §632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Q. TEXTING WHEN DRIVING: In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order
3902.10, “Test Messaging While Driving” (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Authority encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

R. AIRPORT DEVELOPMENT: The Authority reserves the right to further develop or improve the landing area as it sees fit, regardless of the desires or views of Contractor and without interference or hindrance.

S. REPAIR OF AIRPORT: The Authority reserves the right, but shall not be obligated to Contractor, to maintain and keep the landing area and all its facilities in repair as well as the right to direct and control all activities of Contractor in this regard.

T. SUBORDINATION: This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the Authority and the United States, relative to the development, operation, or maintenance of the Airport.

U. RIGHT OF AIR NAVIGATION: The Authority reserves for itself, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein covered by this Agreement. This public right of flight shall include the right to cause any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from or operation on the Airport.

V. 14 CFR Part 77: Contractor agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction, modification or alteration of any present or future building or structure is planned for the premises related to this Agreement.

W. OBSTRUCTIONS: Contractor, by accepting this Agreement, expressly agrees for itself, its successors, and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on Authority land above the mean sea level elevation of fifty (50) feet. In the event the aforesaid covenants are breached, the Authority reserves the right to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Contractor.

X. NO INTERFERENCE: Contractor agrees for itself, its successors and assigns that it will not make use of Authority premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Authority reserves the right to cause the abatement of such interference at the expense of Contractor.

Y. EXCLUSIVE RIGHTS: It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the
meaning of § 308a of the Federal Aviation Act of 1958 (49 U.S.C. § 40103; P.L. 103-272; 108 STAT. 1102, and as it may be amended in the future).

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

AA. TAX DELINQUENCY AND FELONY CONVICTION:

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications:

1. The applicant represents that it is ( ) is not ( ✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the Authority responsible for collecting the tax liability.

2. The applicant represents that it is ( ) is not ( ✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

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

Term Definitions:

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

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

**BB. PROHIBITION OF SEGREGATED FACILITIES:**

1. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

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

3. The Contractor shall include this clause in every subcontract and purchase order subject to the Equal Opportunity clause of this contract.

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39. **SIGNATURES**

A. **Signature of Parties:** It is an express condition of this Agreement that it shall not be complete or effective until signed by Authority and by Consultant.

B. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

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**APPROVED AS TO FORM**

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY**

![Signature]

**General Counsel**

**March 3, 2020**

**Counsel**

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**Jacobs Engineering Group, Inc.**

![Signature]

**Name**

**Senior Vice President**

**Date**

![Signature]

**Name**

**Title**

**Date**

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By my signature above, I, hereby certify under penalty of perjury under the laws of the State of California, that I am an officer or employee of the organization with authority to bind and obligate the organization.

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Page 36 of 54

Airport Development Plan Package 2 – Airside Improvements
EXHIBIT A – SCOPE OF WORK

The Consultant shall comply with the standards articulated herein for all Services rendered and Work Products prepared under this Agreement, unless expressly waived by the Authority in writing.

A-1. BACKGROUND: The Authority is entering into this Agreement to obtain architectural/engineering Design Professional consulting Services in support of the ongoing Capital Improvement Program ("CIP") and Airport Development Program ("ADP").

This scope of work identifies specific projects that are programmed or currently anticipated under the ongoing CIP and ADP. This Agreement may also include other projects included in or in support of the ongoing CIP and ADP. Projects assigned to the Consultant will be contingent on various approvals and funding availability.

This scope of work will include projects that are fully or partly funded through one or more airport grants administered by the Federal Aviation Administration ("FAA"). The Consultant is advised that the work may be accomplished during the course of multiple grants.

A-2. GENERAL SCOPE OF PROFESSIONAL SERVICES:

A. This Agreement is anticipated to require the following professional service disciplines:

1. Civil Engineering
2. Electrical Engineering
3. Information and Communication Technology ("ICT") Systems
4. Subsurface Utility Engineering
5. Geotechnical Engineering
6. Land Surveying/Mapping
7. Structural Engineering
8. Architecture (facilities ancillary to or supporting civil infrastructure projects)
9. Mechanical/Electrical/Plumbing Engineering (facilities ancillary to or supporting civil infrastructure projects)
10. Other disciplines needed to implement assigned projects

B. This Agreement is anticipated to include the following professional Services:

1. Runway/ Apron/Taxilane/Taxiway/EMAS Design
2. Airfield Electrical Systems Design
3. Airfield Lighting and Signage System Design
4. NAVAID Design
5. Aircraft Hydrant Fuel System Design
   a) Hydrant fueling system design and construction may be performed by others under a separate contract. In either case, the Consultant will be responsible for coordinating their design of the aprons, taxiways, and taxilanes with the hydrant fueling system design.
6. Airfield Perimeter Security Physical Barrier Design
7. Apron Lighting System Design
8. Blast Wall Design
9. Aircraft Gate/Taxilane/Taxiway/Runway Operations Modeling
   a) The Airport has a very constrained airfield operating area. The design of airfield pavement geometry, marking, and lighting will require aircraft/vehicle movement simulation modeling and close coordination with the Authority’s airside operations staff, FAA Air Traffic Control Tower, ramp control, airlines, and other airfield stakeholders.

10. FAA AIP Grant Documentation Preparation & Management

11. Construction Safety and Phasing Plans (“CSPP”)

12. Storm Drainage System Design

13. Stormwater Capture & Reuse System Design (including EPA SWMM modeling)
   a) The Authority is in the process of implementing comprehensive and industry-leading stormwater management and water stewardship programs. The Consultant shall provide industry-leading experience and expertise in the modeling and design of simple, efficient, cost-effective, and easily maintainable stormwater collection, conveyance, infiltration, treatment, and capture & reuse systems.

14. Underground Stormwater Storage Design
   a) The Consultant shall provide industry-leading experience and expertise in the design and construction of simple, efficient, cost-effective, and easily maintainable underground stormwater storage systems. These systems are anticipated to reside below the water table, be capable of holding over six (6) million gallons, and be able to accommodate heavy (aircraft) surface loads. Current planning assumes a large underground concrete tank and large infiltration bed.

15. Storm Water Pollution Prevention Design

16. 12kV Electrical System Design

17. Electrical Vehicle Charging System Design

18. Aircraft Ground Power System Design

19. ICT Systems Integration and Design (BICSI RCDD and OSP certifications required)
   a) Network Design
   b) Premises Distribution/Structure Cabling Design
   c) Outside Plant (“OSP”) Design
   d) Security Systems Design (ACS, CCTV, Intrusion Detection/PIDS)
   e) WLAN/WNM/Cellular DAS (5G)
   f) Technology Space Planning
   g) Building/Infrastructure Systems Automation
   h) Lighting and HVAC Controls
   i) Building Management Systems

20. Perimeter Intrusion Detection System Design

21. Wet Utility Design (e.g., water, fire protection, sanitary sewer)

22. Dry Utility Design (e.g., electrical, communications, natural gas)

23. Vehicle Fueling Station Design (e.g., LPG, CNG, Diesel, etc.)

24. Pavement Evaluation and Design (including non-destructive testing, Life Cycle Cost Analysis)

25. Pavement Management Program Updates
26. Value Engineering Studies
27. Operations & Maintenance Programs
28. Total Cost of Ownership Analyses
29. Construction Phasing Development
30. City of San Diego Coordination and Permit Processing
31. Geospatial Data Management System Development
32. Geotechnical Engineering/Investigations
33. Subsurface Utility Locating/Mapping
34. Field Survey
35. Easement and Leasehold Documentation
36. Aerial Photography and Topographic Mapping
37. Minor building architectural, structural, and MEP design
38. Other professional Services needed to implement assigned projects

This list of anticipated professional Services is not intended to be all inclusive.

C. This Agreement is anticipated to include design services to support the following projects:

1. Construct Terminal 1 Apron & Taxi lane
2. Construct Taxiway A
3. Relocate Taxiway B
4. Rehabilitate Taxiway B
5. Construct East RON Apron
6. Construct South Stormwater Capture & Reuse System
7. Construct Electric Vehicle Charging Facilities
8. Construct Utility Infrastructure
9. Construct Aircraft Hydrant Fueling System
10. Construct Perimeter Security Barrier and Intrusion Detection System

The Authority anticipates that the design for these projects will be initiated at the start of this Agreement, and that all will proceed simultaneously to a common design completion date. The designs will be developed in coordination and collaboration with Authority stakeholders, tenants, and other adjacent construction and design contracts. The Authority may require either a single bid set of construction documents that includes all projects, or multiple standalone bid sets of construction documents for individual or combinations of projects.

The delivery method for these projects is anticipated to be design-bid-build. The Authority may issue a single competitive sealed bid procurement for construction of all projects, or it may issue multiple procurements. Construction document packaging will need to accommodate one or more FAA grant project scopes and schedules.

The Authority anticipates allowing the Consultant up to fifteen (15) months from Agreement start to delivery of bid ready construction documents covering all projects.

D. This Agreement may also include the following programmed projects:

1. Construct EMAS Replacement
2. Other necessary projects identified by the Authority
A-3. **PROGRAM IMPLEMENTATION SUMMARY:** The professional Services required for this Agreement will be provided in sequential phases as summarized below:

**A. Schematic Design/Validation Phase.** This phase involves those activities required to validate the programming level information provided by the Authority and to further define the scopes, functional requirements, phasing, basis of design, and cost for each project. The schematic design/validation phase is also intended to identify and evaluate alternative designs to assure cost-effective and practical solutions for the identified work items. Schematic Design/Validation Phase Services are anticipated to include the following activities:

1. Review and validate the program definition level requirements and concept designs provided by the Authority. The Consultant will provide the Authority with a written list of any issues that may affect the program design, constructability, scope, schedule, or budget moving forward.
2. Coordinate with the Authority on project scope requirements, budgets, schedules, operational safety and phasing considerations, site access and other pertinent matters.
3. Coordinate with the FAA as necessary to ensure that all AIP grant requirements are met.
4. Coordinate with Authority operations and maintenance staff, local FAA personnel, airlines, other airport tenants, and other interested stakeholders to identify potential impacts to their operations and develop mitigation strategies.
5. Collaborate with adjacent and other Authority development projects.
6. Provide aerial photography, topographic mapping, and site surveying, including establishment of project control points, as required for the design.
7. Provide geotechnical engineering investigations and analyses required for the design.
8. Provide other destructive and nondestructive testing, data collection, and analyses required for the design.
9. Provide subsurface utility engineering to verify the size, depth, location, and status of existing utilities as required for the design.
10. Develop schematic to 30 percent complete designs, outline special provisions, and supporting basis of design report documentation for each project element. Includes developing a conceptual level master site grading and storm drainage design with supporting documentation.
11. Coordinate with Authority staff to develop requirements for construction contractor submittals, mockups, operations and maintenance documentation, and warranty and commissioning requirements to be included in the special provisions.
12. Coordinate with Authority cost estimators to develop detailed schematic/30 percent design level construction cost projections for each project element.
13. Review the Authority’s Strategic Stormwater Master Plan, Water Stewardship Plan, SWMM modeling, and designs for related stormwater projects already completed and under construction.
14. Develop a concept-level stormwater capture and reuse system design for the south-eastern portion of the airport. Prepare a concept-level cost analysis, life-
cycle cost analysis, and constructability analysis for up to three alternative designs that meet or exceed the capture, treatment, and reuse goals identified in the Strategic Stormwater Master Plan. This shall include schematic-level design and recommendations for underground stormwater storage.

15. Review existing electrical lighting and signage layouts and airfield electrical vault capacities and loads. Develop preliminary airfield lighting, signing, and system circuitry layout and airfield electrical vault modification requirements.

16. Perform simulation modeling of aircraft and vehicle operations throughout the south campus area. Review program definition level simulation modeling provided by the Authority and coordinate with airport operations, FAA Air Traffic Control Tower, airlines, and other airfield operating stakeholders to develop future condition operations scenarios. The future condition operations scenarios will be used to assist in the design of airfield layout, marking, lighting, and signage.

17. Prepare an overall construction phasing plan in order to maximize project constructability and minimize interference with airport operations. Develop the phasing plan in collaboration with other ongoing and adjacent construction projects.

18. Develop pavement designs to meet the anticipated aircraft traffic. Obtain aircraft usage and airfield operational information from the Authority. Conduct initial cost analyses, life-cycle cost analyses, and analysis of locally available resources for up to three alternative sections for each pavement area design. Strategize bidding procedures and pavement section alternatives with the Authority to provide a basis for competitive bidding.

19. Prepare exhibits, renderings, presentations, and other documentation to facilitate meetings as requested by the Authority.

20. Prepare for, attend, lead, and respond to comments from project progress meetings, stakeholder coordination meetings, and deliverable document review meetings.

21. Provide monthly progress documentation as required by section 4(1) of this Agreement. Monthly invoicing and progress documentation shall be specific to each Task Authorization.

22. Other schematic design/validation phase Services required by the Authority

This list of anticipated schematic design/validation phase Services is not intended to be all-inclusive. The Consultant will coordinate with the Authority to develop more detailed scopes of Services required for each program element.

B. Design and Bid Phase Services. This phase includes activities required to prepare full and complete project designs and construction document packages as appropriate to provide a basis for competitive construction bids. This Agreement may require separate construction document packages, either for each FAA grant project or as otherwise determined by the Authority. This phase also includes Services related to procurement (bidding) of one or more competitive bid construction contractors.

Design and Bid Phase Services are anticipated to include the following activities:

1. Incorporate schematic design/validation phase comments and respond as necessary to requests for additional information.
2. Provide final design drawings, special provisions (technical specifications), other required supporting documentation, final estimate of probable construction costs, final quantity calculations, and schedule for each program element. Prepare final design drawings in conformance with the Authority's CAD Standards. Prepare special provisions in conformance with the Authority's requirements for preparing special provisions. Design all improvements in accordance with FAA and Authority standards and guidelines and in accordance with the Airport Certification Manual.

3. For FAA grant-funded projects, develop special provisions using the then-current version of Advisory Circular 150/5370-10, Standards for Specifying Construction of Airports, as amended, and utilize standard provisions supplied by the Authority.

4. Develop construction safety plans in accordance with the then-current version of AC 150/5370-2, Operational Safety on Airports During Construction.

5. Prepare other required documentation to support the FAA grant process.

6. Assist with the preparation of detailed cost estimates and construction schedules.

7. Coordinate with the FAA as necessary to ensure that all grant requirements are met.

8. Coordinate FAA review and approval of the construction document package information.

9. Coordinate with Authority operations and maintenance staff, local FAA personnel, airlines, other airport tenants, and other interested stakeholders to identify potential impacts to their operations and develop mitigation strategies.


11. Coordinate the program design and construction phasing with adjacent and other Authority development projects.

12. If applicable, perform the Services necessary to obtain building permits from the City of San Diego. This includes but is not limited to making all arrangements with the City of San Diego for complete code compliance plan check, to ensure that the construction contractor will only need to appear, pay fees, and sign for a city permit. Consultant shall obtain a fee estimate from the City of San Diego for the plan check and shall notify the Authority Project Manager ("APM") before fees are due. Consultant shall request a check from Authority and shall hand-deliver the check to the City of San Diego Development Services Department. Consultant shall minimize the time between the plan check and the permit issuance, and shall not exceed the City's time limitation, in order to avoid the possibility of a plan recheck and additional charge for the plan check fee.

13. If applicable, perform the Services necessary to obtain approvals from external utility service providers/owners. Consultant shall make all arrangements with utility agencies for any new utility service or utility relocation. All fees for permits and new services from all utility agencies shall be coordinated by Consultant, with fees to be paid by the Authority.

14. Prepare summary lists of construction contractor submittals, quality control and quality assurances testing, operations and maintenance documentation,
contractor provided mock ups, and commissioning activities required by the special provisions.

15. Recommend commissioning requirements and assist in development of commissioning plans.

16. Participate in constructability and value engineering reviews provided by third-party architects/engineers retained by the Authority.

17. Assist with design and bid phase activation activities.

18. Assist with preparation of the Authority’s construction contract bid packages.

19. Assist with and attend the pre-bid conferences and bid openings as requested.

20. Assist with the evaluation of bids.

21. Review and respond to bidder RFIs.

22. Prepare bid addenda and conformed construction documents.

23. Prepare exhibits, renderings, presentations, and other documentation to facilitate meetings as requested by the Authority.

24. Prepare for, attend, lead, and respond to comments from project progress meetings, stakeholders’ coordination meetings, and deliverable document review meetings.

25. Provide monthly progress documentation as required by section 4(1) of this Agreement. Monthly invoicing and progress documentation shall be specific to each Task Authorization.

26. Other design and bid phase Services required by the Authority.

This list of anticipated design and bid phase Services is not intended to be all-inclusive. The Consultant will coordinate with the Authority to develop detailed scopes of Services and lists of deliverables required for each program element.

C. Construction Phase Services. This phase includes Services rendered after the award of a construction contract. The Authority may require separate construction phases for each FAA grant project or each individual construction document package. Construction Phase Services are anticipated to include the following activities:

1. Provide full time onsite representation to attend meetings, make design intent clarifications, monitor and document construction progress, and act as a liaison between the Consultant’s design team and the Authority construction management team.

2. Provide consultation and advice to the Authority during all phases of construction.

3. Provide monthly reports summarizing construction project progress and problems.

4. Review, analyze, and accept Quality Control, Quality Assurance, and other testing results.

5. Review and prepare draft responses to RFIs.

6. Review and advise the Authority on change order requests.

7. Review and approve shop drawings, substitution requests, mock ups, and other contractor submittals for compliance with the design intent/drawings.

8. Review and approve operations and maintenance document submittals.

9. Assist in the review of construction contractor payment requests.

10. Assist in the negotiation of change orders.
11. Assist with and attend preconstruction conferences.
12. Assist with and attend commissioning and activation activities.
14. Observe or review performance tests required by the special provisions.
15. Prepare exhibits, renderings, presentations, and other documentation to facilitate meetings as requested by the Authority.
16. Prepare for, attend, lead, and respond to comments from project progress meetings, stakeholder coordination meetings, and deliverable document review meetings.
17. Provide monthly progress documentation as required by section 4(l) of this Agreement. Monthly invoicing and progress documentation shall be specific to each Task Authorization.
18. Other construction phase Services required by the Authority.

Construction contractor submittal and RFI reviews will be handled electronically through the Authority's project management system and design review software and review software (currently PMWeb and Bluebeam ReVu). The Consultant will be provided access to the Authority's electronic project management system and will be included as a step in the work flow for the submittal and RFI review processes. The Consultant is responsible for designating a single point of responsibility for coordinating design team reviews and responses.

This list of anticipated construction phase Services is not intended to be all-inclusive. The Consultant shall coordinate with the Authority to develop detailed scopes of construction Services required for each program element.

D. Closeout Phase Services. This phase includes Services rendered after the completion of a construction contract. This Agreement may require separate closeout phases for each FAA grant project or each individual construction document package. Closeout Phase Services are anticipated to include the following activities:

1. Final inspections and punch-lists and a report of the completed projects.
2. Prepare Final Engineer's Design Reports for grant projects.
3. Prepare Record Drawings. Following the requirements and processes identified by the Authority.
4. Prepare Record CAD Information. Following the requirements and processes identified by the Authority.
5. Prepare final Operations & Maintenance Plan reports (incl. total cost of ownership information).
6. Prepare summary of material testing report.
7. Prepare summary of project change orders.
8. Prepare grant closeout documentation.
9. Prepare grant amendment requests and associated justifications.
10. Prepare other final project reports and financial summaries required by the Authority.
11. Provide monthly progress documentation as required by section 4(l) of this Agreement. Monthly invoicing and progress documentation shall be specific to each Task Authorization.
12. Other closeout phase Services as required by the Authority.

This list of anticipated closeout phase Services is not intended to be all-inclusive. The Consultant shall coordinate with the Authority to develop detailed scopes of closeout Services required for each program element.

A-4. TASK AUTHORIZATION PROCESS:

A. Project Notification. When a work task or project is identified, the Authority will issue a written (email) notification to the Consultant. The written notification will include a brief project description, a summary of the expected service(s) and deliverables, and an anticipated schedule. The written notification will be followed by a telephone call from the Authority Project Manager to answer initial Consultant questions and coordinate the schedule for a project scoping meeting.

B. Project Scoping Meeting. The Consultant will attend a project scoping meeting organized by the Authority. The Consultant's project manager and other relevant key staff are expected to attend the project scoping meeting. The project scoping meeting is intended to give the Consultant an opportunity to gain a more complete understanding of the Authority's needs and the associated scope of Services required. The scoping meeting is also an opportunity for the Consultant and the Authority to collaborate and refine, amend, and complete a more detailed definition of the Services to be rendered.

C. Consultant Proposal. The Consultant will prepare a draft proposal based on the direction and input received during the project scoping meeting. The proposal will consist of a Scope of Professional Services and Fee Schedule. The Scope of Professional Services must include sufficient detailed to support the requested fee. The Scope of Professional Services must also include sufficient detail to allow someone unfamiliar with the project to clearly understand the Services and deliverables that will be provided.

The Scope of Professional Services must be prepared following the Authority's format for Task Authorizations. Each deliverable identified should be clearly tied to a written description of the Services required to create the deliverable and a schedule for preparing that deliverable.

The fee schedule shall be prepared using the template spreadsheet provided by the Authority. Hourly billing rates and staff categories shall match those included in Exhibit B of this Agreement, including those rates and categories that may be added by the Authority during the term of this Agreement. At a minimum, the fee schedule must be broken down into the same level of detail as the scope of professional Services. Each deliverable must have a written description and corresponding fee schedule.

D. Proposal Negotiation. The Consultant will submit (electronically via email to the Authority Project Manager) a draft proposal for Authority review and comment. The Authority will review the Scope of Professional Services portion of the proposal to determine if it appears to cover the requested Services accurately and fully. This review is not a substitute for the Consultant's professional responsibility to understand, thoroughly and clearly define, and include all Services required to
successfully implement the assigned project. The Authority will notify the Consultant of deficiencies or questions in the draft scope of professional Services. The Consultant shall work with the Authority to revise and resubmit the proposal as necessary until a complete and mutual understanding of the scope of professional Services is reached.

Once an acceptable Scope of Professional Services has been developed, the Authority will review the fee schedule portion of the proposal. The fee schedule will be evaluated through an Authority-managed negotiation process to determine a fair and reasonable price. This negotiation process will include preparation of Independent Fee Estimates ("IFE") when determined to be necessary by the Authority or as required to comply with FAA grant project requirements. The Consultant will revise and resubmit the proposal as necessary to resolve Authority questions and comments.

When the Consultant and Authority agree that all questions and comments have been resolved and that a fair and reasonable Not-to-Exceed or Lump Sum price has been negotiated, the Consultant will electronically submit a final version of the proposal for Task Authorization processing.

E. Task Authorization Processing. The Authority will initiate preparation and processing of a Task Authorization upon receipt of the Consultant's final proposal. The Authority will send the Consultant a signed copy of the Task Authorization. The Consultant must sign and return the Task Authorization in order for it to be valid and enforceable. The Consultant may begin work on the start date identified in the notice to proceed letter.

A-5. STANDARDS FOR CONSULTANT PERFORMANCE:
A. The Consultant's project manager identified in the procurement process for this Agreement must serve as the primary point of contact with the Authority. The Consultant's project manager must be fully cognizant of the requirements of this Agreement and all associated Task Authorizations. The Consultant's project manager must also be fully cognizant of progress of the work at all times. The Consultant's deputy project manager identified in the procurement process for this Agreement must possess a similar level of knowledge and be fully capable of filling in for the project manager when necessary.

A-6. LIAISON WITH AUTHORITY: All correspondence and submittals shall be addressed to the APM as follows:

Physical Address & Overnight Delivery:
San Diego County Regional Airport Authority
[APM to be designated]
Airport Design & Construction
2417-A McCain Road
San Diego, California 92101

U.S. Mail:
San Diego County Regional Airport Authority

Page 46 of 54

Airport Development Plan Package 2 – Airside Improvements
A-7. DATA AND MATERIAL FURNISHED BY AUTHORITY: When requested by the Consultant, the Authority will provide copies of available design standard and criteria documents, construction contract templates, reports, drawings, CAD files, and other documents needed for each Task Authorization.
EXHIBIT B – TABLE OF HOURLY BILLING RATES

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* Environmental consulting does not require a license; accordingly, these are unlicensed staff positions.

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### Photo Geodetic Corporation
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J. Snipes-Dye Associates

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K. TransSolutions

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L. Underground Solutions

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M. West Coast Civil, Inc.

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EXHIBIT C – INSURANCE REQUIREMENTS FOR CONSULTANT

Contractor shall at all times during the Term of this Agreement maintain, at its expense, the following minimum levels, and types of insurance:

C-1. Commercial General Liability: (including, without limitation, Contractual Liability, Personal and Advertising Injury, and Products/Completed Operations coverages written on an "occurrence," not "claims made" basis): in the amount of ten million dollars ($10,000,000) each occurrence and in the aggregate.

   A. The Commercial General Liability policy shall be endorsed to include the Authority, its agents, officers and employees as an additional insured.

   B. The coverage provided to the Authority, as an additional insured, shall be primary and noncontributory.

   C. Such coverage shall include a waiver of subrogation endorsement in favor of the Authority.

C-2. Commercial Automobile Liability: Covering Owned, Non-Owned, and Hired Automobiles written on an “occurrence,” not “claims made” basis in the amount of one million dollars ($1,000,000) combined single limit for bodily injury and property damage. If Contractor drives on the secured airfield side of the Airport, then Contractor’s coverage shall be written on an occurrence basis in the amount of ten million dollars ($10,000,000) combined single limit for bodily injury and property damage.

C-3. Worker's Compensation and Employer's Liability: In the amounts required by law in the State(s) in which the services contemplated under this agreement are performed, but not less than one million dollars ($1,000,000) for Employer's Liability. Such coverage shall include a waiver of subrogation endorsement in favor of Authority.

C-4. Professional Liability Insurance: Contractor shall provide coverage for liability arising out of error, omission, or negligent act in the performance or lack thereof, of professional services contemplated under this agreement in the amount of ten million dollars ($10,000,000) per claim and in the aggregate. Coverage shall be maintained throughout the term of the agreement and continuously for three (3) years thereafter without lapse, or provide evidence of a three-year extended claims reporting period endorsement.

C-5. The airport authority may require higher limits based on the exposures associated with any specific project or assignment and, if required, the contractor shall obtain such higher coverage.

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