

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES AT LARGE

THIS AGREEMENT is made as of the 28th day of September, 2022 (the "Effective Date"), by and between Melbourne Airport Authority, whose address is One Air Terminal Parkway, Melbourne, Florida 32901 (hereinafter referred to as the "Owner"), and C&S Engineers, Inc., whose address is 605 E. Robinson Street, Suite 210, Orlando, FL 32801 (hereinafter referred to as "Consultant"). The Owner and Consultant, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WHEREAS, the Owner desires to obtain professional services on a continuing contract and as-needed basis from a duly qualified and licensed consultant(s) for Owner-assigned projects on property owned by the Owner in Melbourne, Florida (the Continuing Service Projects");

WHEREAS, the Owner is authorized to enter into continuing contracts for professional services and has chosen a qualifications-based selection process pursuant to the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, to select a qualified firm that will be available and capable of providing the necessary professional services for the Continuing Service Projects;

WHEREAS, the Owner has issued Request for Qualifications number RFQ-22-008-1 ("RFQ"), and Consultant submitted a responsive Qualifications Proposal;

WHEREAS, Consultant was the entity chosen by the Owner to be the most qualified to furnish the professional services solicited, and the Owner and Consultant desire to enter into this Agreement to memorialize the terms under which Consultant will provide professional services per Exhibit 'A' on Continuing Service Projects during the Term of this Agreement; and

NOW THEREFORE, the Owner and Consultant, for and in consideration of the provisions, mutual promises, covenants and conditions herein, agree as follows:

I. SCOPE OF SERVICES

1. Consultant will furnish to the Owner, to the Owner's satisfaction, the professional services for Continuing Service Projects, including all professional and non-professional staff, materials, equipment, supplies, and other resources necessary to perform the services (the "Services") as and when directed and assigned to do so by the Owner's Representative or such other person(s) whom the Owner designates in writing to give such direction.
2. After assignment of a specific Continuing Service Project by the Owner's designated representative, Consultant will consult with the Owner's representative to determine and define the Owner's requirements and intentions for such project. Consultant shall then provide to the Owner's

representative a detailed proposal for the Services contemplated by the assigned project. The proposal shall include a detailed description of the scope of the Services to be performed by Consultant for the assigned project, a total price for Consultant's Services based on the Fee Schedule attached hereto as Exhibit "B", and a schedule for the timely and successful completion of the Consultant's Services for the assigned project. The proposal shall identify the number of hours of Services by category of personnel performing the Services. The categories must accurately reflect the type of Service to be performed and not merely the job description of the employee performing the Service.

3. If the Owner accepts Consultant's proposal, the Owner shall issue a Work Order (Purchase Order) for the Consultant's Services for the assigned project. Consultant's proposal for the project, the Work Order, and this Agreement shall govern the relationship between the Owner and Consultant for the assigned project. If there is any conflict between this Agreement and the Order, any such conflict shall be resolved by first looking to this Agreement and then looking to the Work Order.
4. **Contract Documents:** This Agreement shall consist of this Continuing Contract for Professional Services, any written change orders or other written modifications thereto, all exhibits referenced herein, all Orders issued pursuant to this Agreement (including all subsequent written modifications thereto), the RFQ, Consultant's Qualifications Proposal, Public Entity Crime Affidavit, and the Non-Collusion Clause. With respect to any conflicts between this Agreement, the Owner's RFQ, and Consultant's Qualifications Proposal, any such conflict shall be resolved by first looking to this Agreement, second, looking to Consultant's Qualifications Proposal, and third, looking to the RFQ.
5. In furnishing Consultant's Services under any Work Order, Consultant shall reasonably cooperate and coordinate with the Owner and any persons or entities working on the assigned project.
6. The consulting firm will be required to provide professional services on an as needed, on call basis for the Melbourne Airport Authority (MAA).
7. Refer to Exhibit "A" for Scope of Services which may be required in each Work Order issued.
8. The selected firm may be required to coordinate with other engineering and design professionals working on MAA or related projects and may also be required to perform other professional service related tasks not specified above.

II. TIME OF COMPLETION

Consultant shall commence its Services for an assigned project upon receipt of a Notice to Proceed and a Work Order (Purchase Order) issued by the Owner for the

assigned project. Time is of the essence in the performance of Consultant's Services for assigned projects. Consultant shall diligently and in a timely manner perform Services for assigned projects to ensure timely completion of Consultant's Services in accordance with the schedule accepted by the Owner for the assigned Project.

III. COMPLIANCE WITH LAWS AND OTHER REQUIREMENTS

1. In the performance of its Services, Consultant shall be familiar and shall comply with all applicable federal, state, and local laws, statutes, building codes, rules, and regulations, and lawful orders of governmental, public and quasi-public authorities and agencies having jurisdiction over any assigned project or in any way affecting the Services.
2. When required, all deliverables prepared by Consultant shall be signed and sealed by a professional engineer in the State of Florida.

IV. COMPENSATION TO CONSULTANT

The Owner shall pay Consultant for Services authorized by a Work Order and satisfactorily completed and furnished to the Owner, in accordance with the following:

1. The Fee Schedule of Consultant, attached hereto as Exhibit "B". No additional fee shall be payable to Consultant under this Agreement or any Work Order for Services for an assigned project if the actual cost of the Services exceeds the amount in Consultant's proposal for the assigned project. No overtime payment shall be approved by the Owner unless authorized by the Owner prior to the performance of the overtime work. Overtime rates shall be agreed upon prior to the performance of the work. At the discretion of the Owner, cost of living increases may be considered. If authorized by the Owner, increases shall not exceed the rate established annually by the Federal Bureau of Labor Statistics. The rate schedule may be adjusted for cost of living expenses each January 1, beginning in 2018, upon review and approval of the Owner. The Fee Schedule may be modified only by a written Change Order to this Agreement executed by the Owner and Consultant.
2. Upon receipt of written approval of the Owner, the Consultant will engage the services of other professionals when necessary to complete the Consultant's Work Orders. In these circumstances, Consultant shall bill the Owner only for the actual and reasonable amounts that Consultant paid to such other professionals, and Consultant shall not be entitled to any mark-up on the fee for services of other professionals.
3. Consultant shall also be reimbursed at cost, without mark-up, for the following actual and necessary costs and expenses reasonably and properly incurred by

Consultant in furtherance of furnishing Services under this Agreement, provided that Consultant furnishes to the Owner supporting documentation and/or receipts:

- a. Automobile travel (excluding travel between any of Consultant's offices or between any Sub-consultant offices) shall be in accordance with section 112.061, Florida Statutes;
 - b. Other travel and per diem expenses when requested by the Owner and documented in accordance with section 112.061, Florida Statutes, and in accordance with the Owner's Reimbursement Policies and Procedures, attached hereto as Exhibit "C";
 - c. Reproductions when purchased from a third party and for which the Consultant receives an invoice or a receipt showing payment. Reproductions shall include blueprints, brownlines, reproducibles, blacklines, CADD plots, transparencies, maps, aerial or other photographs, film developing, offset or any other form of prints, and in-house reproductions when requested by the Owner to be supplied to a third party;
 - d. Permit, platting, filing or other fees paid by Consultant on behalf of the Owner;
 - e. Tools, cameras, and equipment rental when requested by the Owner;
 - f. Special items of postage or overnight deliveries when specifically requested by the Owner to be sent to a third party; and
 - g. Any other special expenses incurred at the request of the Owner that can be documented to be for the benefit of executing any specific Work Order.
4. If the total amount to be paid to Consultant in connection with any assigned project exceeds the threshold amount provided in section 287.017, Florida Statutes, as may be amended, for CATEGORY FOUR purchases (which threshold amount at the time of executing this Agreement is \$195,000.00), Consultant shall execute and furnish to the Owner a Truth-in-Negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of the issuance of each Work Order. The original Work Order price and any additions thereto will be adjusted to exclude any significant sums that the Owner determines the Work Order amount was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
 5. For each assigned project, Consultant shall submit an invoice on a monthly basis covering the Services for the assigned project and describing the Services performed and expenses incurred during the applicable period.

Consultant's invoices shall be submitted with detail satisfactory to the Owner and sufficient for a proper pre-audit and post-audit of said invoices.

6. Consultant agrees to keep and maintain all of its direct personnel expense records, Consultant expense records and other expense records pertaining to Continuing Service Projects and its record of accounts between Consultant and the Owner pertaining to Continuing Service Projects on a generally recognized and acceptable accounting basis. Consultant further agrees to keep and maintain accurate time records to within the nearest one-tenth (1/10) of an hour for each time entry, of all Services performed by employees of Consultant. All of the foregoing records and documentation shall be retained by Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date a Work Order is completed, or such longer time as may be required by this Agreement or law, whichever is later. These records and documentation shall be available to the Owner or the Owner's designated representatives for inspection and copying at all reasonable times.

V. SUBMISSION, OWNERSHIP AND USE OF CONSULTANT WORK PRODUCT

Consultant shall furnish to the Owner all reproducible copies of surveys, maps, drawings, calculations, ideas, concepts, designs, sketches, models, artwork, programs, software, tests, reports or other tangible work product produced, originally developed, or submitted to the Owner pursuant to this Agreement and any Work Order ("Consultant Work Product").

1. Consultant shall deliver to Owner reproduced copies of all Consultant Work Product promptly upon completion of said Consultant Work Product, unless it is necessary for Consultant, in the Owner's sole discretion, to retain possession for a longer period of time. Upon termination of Consultant's Services for each assigned project, Consultant shall promptly deliver to Owner all original Consultant Work Product, whether complete or incomplete. The Owner shall have the right to use any and all Consultant Work Product. Consultant shall retain copies of original Consultant Work Product for Consultant's permanent records. However, same cannot be used by Consultant or any other person without the Owner's prior express written consent. Consultant agrees not to recreate any tangible Consultant Work Product contemplated by or originally produced or developed under this Agreement or any Work Order, or portions thereof.
2. The Owner exclusively retains all ownership and manufacturing rights to all materials developed under this Agreement or Work Order. To the extent the Services performed under this Agreement or Work Order produce or include copyrightable or patentable designs, surveys, maps, materials, tests or reports, such work made for hire for the Owner as the author, creator, or inventor thereof upon creation, and the Owner shall have all rights therein including, without limitation, the right to reproduction, with respect to such work. Consultant shall assign to the Owner all rights without limitation, including the copyright with

respect to such work. Consultant acknowledges that the Owner is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable designs or materials.

VI. SUB-CONSULTANTS

If Consultant, as part of the performance of its Services hereunder, desires to or does commission other consultant(s) ("Sub-consultant"), then the following provisions shall apply:

1. Consultant shall obtain the Owner's written consent prior to engaging the services of any proposed Sub-consultant;
2. The Owner shall not be liable to Consultant in any manner arising out of the Owner's non-consent to a proposed Sub-consultant;
3. All Sub-consultants shall be qualified and properly licensed to perform any services contemplated by this Agreement and any Sub-consultant agreement between Consultant and the Sub-consultant;
4. Consultant shall direct and coordinate the services and work product of any and all Sub-consultants commissioned by Consultant, including, but not limited to, reviewing and approving any designs, surveys, maps, drawings, specifications, shop drawings, submittals, test results, reports, or other services produced or furnished by any and all Sub-consultants before furnishing same to the Owner;
5. Consultant shall bear full responsibility under this Agreement for all Services performed by or for Consultant and any Sub-consultant(s) of any tier, including, but not limited to, each Sub-consultant's errors, omissions, and deficiencies, and nothing herein or any Sub-consultant agreement shall in any way relieve Consultant from any of its duties under this Agreement;
6. The costs of all Sub-consultants' services in the performance of any Services performed on a time-and-materials or cost-reimbursable basis shall be billed without Consultant markup;
7. The Owner shall have no obligation to pay, or be responsible in any way, for the payment of any monies to any Sub-consultant, except as may otherwise be required by applicable law;
8. Consultant shall, at a minimum, incorporate into all Sub-consultant agreements provisions that are substantially similar to those provisions contained herein, and, to the extent of the Services to be performed by the Sub-consultant, to assume toward Consultant all obligations that the Consultant assumes toward the Owner in this Agreement; and
9. Owner shall be a third party beneficiary of all obligations under any Sub-consultant agreement between Consultant and any Sub-consultant; however, nothing contained herein or therein shall create any contractual relationship

between the Owner and any Sub-consultant or any obligation of the Owner to any Sub-consultant.

VII. REPRESENTATIONS

Consultant hereby represents to the Owner that:

1. Consultant has the education, experience, skill, and knowledge necessary to perform the Services under this Agreement;
2. Consultant is, and all of its Sub-consultants of any tier shall be, authorized to do business in the State of Florida, qualified and properly licensed to perform their respective scopes of the Services contemplated by this Agreement, Work Order, or Sub-consultant agreement, and shall maintain said licenses through the Term of this Agreement;
3. Consultant will, upon request of the Owner, promptly provide satisfactory evidence of Consultant's and its Sub-consultants' (of any tier) licensure and qualifications necessary to perform any Services contemplated by this Agreement, Work Order or Sub-consultant agreement, and it is understood by Consultant that the Owner may, at any time, require Consultant to cease, and Consultant shall thereafter immediately cease, the utilization of any person employed in connection with the performance of the Services who, in the sole opinion of the Owner, is unfit, unqualified, or not licensed for the proper performance of his or her duties;
4. Consultant has the necessary financial resources and corporate approvals to execute, perform, and fulfill its obligations under this Agreement;
5. The surveys, maps, designs, drawings, calculations, tests, reports or other Consultant Work Product shall not call for the use of or infringe any patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any person absent prior written consent from the Owner and such other person; and
6. Consultant shall perform the Services in accordance with generally accepted professional standards and in the most expeditious and economical manner, and consistent with the best interests of the Owner.

VIII. ERRORS AND OMISSIONS

1. Consultant shall, at its own expense and without any expense to the Owner, promptly correct or revise any errors, omissions, or deficiencies in the tests, reports, or other Services produced pursuant to this Agreement and any Work Order and shall, promptly thereafter, provide to the Owner such corrected or revised tests, reports, or other Services.
2. Consultant shall be obligated and responsible to the Owner for, and Consultant shall promptly and forthwith pay to the Owner upon demand of the Owner, any and all damages and additional costs and/or expenses incurred, sustained, or paid by the Owner, or for which the Owner may otherwise become liable, caused by or on account of any and all errors, omissions, or deficiencies made by Consultant or any Sub-consultant of any tier in the performance of the Services under this Agreement and any Work Order.

IX. INDEMNITY

To the fullest extent permitted by applicable law, Consultant shall indemnify and hold harmless the Owner and the Owner's officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Consultant and persons employed or utilized by the Consultant in the performance of this Agreement or any Work Order. The foregoing obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any Subconsultant or other individual or entity under any contract, workers' compensation acts, disability benefits acts, or other employee benefit acts.

X. INSURANCE

1. **Types and Limits of Insurance Required:** Consultant shall procure and maintain insurance of the types and to the limits specified herein as a mandatory condition precedent to performing Services under this Agreement. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:
 - A. **Commercial General Liability** – commercial general liability ("CGL") insurance coverage for all operations by or on behalf of Consultant and all Sub-consultants of any tier and providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - (1) premises and operations;
 - (2) products and completed operations;
 - (3) broad form property damage;

- (4) contractual liability insuring the obligations, including, but not limited to, the indemnity obligations, assumed by Consultant in this Agreement;
- (5) explosion, collapse and underground hazards;
- (6) personal injury and advertising liability; and
- (7) products completed operations extension endorsement extending products and completed operations through any applicable statute(s) of repose.

The commercial general liability insurance policy shall be written on an occurrence basis (not a "claims made" basis) in a form at least as broad as CG 00 01 and, if not part of such policy, an endorsement deleting any employee exclusion as to personal injury coverage. Commercial general liability shall be written on a per project basis. Endorsements restricting, limiting or eliminating Product or Completed Operations coverages above shall be identified and approved in writing by Owner. A Total Pollution exclusion shall have a Hostile Fire Exception. A waiver of subrogation endorsement is required to be issued in favor of the Owner.

Limits of Liability Shall not be less than:

- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products and Completed Operations Aggregate
- \$5,000,000 Per Project Endorsement.

B. Business Auto Liability – coverage for bodily injury and property damage liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles) having limits of liability of not less than \$1,000,000 combined single limit for each accident for bodily injury and property damage combined. The automobile liability insurance policy shall be written on a form that provides coverage equal or greater than that provided in ISO Form CA 0001.

C. Professional Liability Insurance – professional liability coverage limits of not less than \$2,000,000 per claim. Said professional liability insurance shall provide insurance coverage for all sums that Consultant shall be obligated to pay as damages for claims or damages arising out of the Services provided or performed by Consultant in conjunction with this Agreement, including, but not necessarily limited to, any acts or omissions of Consultant or its Subconsultants of any tier. Consultant's professional liability insurance shall apply on a primary basis, and any other insurance maintained by the Owner shall be in excess of and shall not contribute with Consultant's insurance. The professional liability insurance shall also be maintained for a minimum of three (3) years after completion of the Services under the scope of any Work Order pursuant to this Agreement, including

any modification(s) thereto. A waiver of subrogation endorsement is required to be issued in favor of the Owner.

D. Workers' Compensation and Employer's Liability – Workers' compensation insurance coverage to apply for all employees of Consultant and anyone for whom Consultant may be liable for workers' compensation claims arising out of or relating to the Services performed under this Agreement or any Work Order for statutory limits in compliance with all applicable state and federal laws and regulations. Companies with three (3) or fewer employees shall be required to have worker's compensation coverage meeting the minimum requirements of this section. Consultant shall require:

- (1) All Sub-consultants to similarly provide workers' compensation insurance for their employees and anyone for whom such Sub-consultants may be liable for workers' compensation claims arising out of or relating to the Services performed under this Agreement.
- (2) Employer's liability insurance coverage in the amount of not less than \$1,000,000 for each accident for bodily injury and not less than One Million and No/100 Dollars \$1,000,000 for each employee for bodily injury or disease.

Worker's Compensation Leasing shall not be an approved coverage without prior written approval from the Owner. A Waiver of Subrogation Endorsement is required.

E. Commercial Umbrella/Excess Liability – follow form commercial umbrella/excess liability insurance, which will be identified to Owner, in the amount of \$10,000,000. The commercial follow form umbrella/excess liability insurance shall have the same inception and expiration dates as the underlying liability policies and shall provide coverage no less broad than those in the primary policies.

2. **Owner to be Additional Insured:** Each liability insurance policy required by this Agreement shall designate or name the Owner and the Owner's officers, directors, employees, representatives, and agents as additional insureds. The liability insurance shall apply on a primary and non-contributory basis with respect to any other liability insurance maintained by the Owner. Consultant's insurance shall contain a severability of interest provision, providing that, except with the respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each. The form of additional insured endorsement shall be at least as broad as ISO Form CG 2010 (11/85). If the GC 2010 (11/85) is not available, then the combination of CG 2010 (10/01) with CG 2037 (10/01) or their equivalent will be acceptable.

3. **Evidence of Insurance:** The insurance procured and maintained by Consultant shall be subject to approval of the Owner. Consultant shall file with the Owner prior to commencing any Services under this Agreement and at such other times requested by the Owner, a Certificate(s) of Insurance evidencing the insurance coverage required herein. The required Certificates of Insurance shall: name the types of policies provided, refer specifically to this Agreement and section and the above paragraphs in accordance with which insurance is being furnished, and state that such insurance is required by this Agreement. All additional insured and waiver of subrogation endorsements shall be provided to the Owner along with the Certificate of Insurance. Any Acceptance of Certificates of Insurance by the Owner shall in no way relieve Consultant of any duty or responsibility under this Agreement. Prior to commencing any Services under this Agreement and thereafter upon the Owner's request, Consultant shall promptly furnish or cause to be furnished to the Owner complete copies of all policies of insurance procured and maintained by Consultant and its Sub-consultants of any tier in connection with Consultant's insurance obligations under this Agreement.
4. **Sub-consultants' Insurance:** Consultant shall require and ensure that its Sub-consultants of any tier procure and maintain insurance in like form and amounts, including the additional insured and waiver of subrogation requirements, as is required by Consultant in this Agreement. Consultant shall require its Sub-consultants of any tier to furnish to the Owner, prior to said Sub-consultants performing any Services contemplated by this Agreement and thereafter upon the Owner's request to Consultant, Certificates of Insurance evidencing the insurance procured and maintained by said Sub-consultants of any tier.
5. **Waiver of Subrogation:** Any policy of insurance issued pursuant to the requirements of this Agreement covering the Consultant or its Sub-consultants of any tier shall include an endorsement providing that the insurers waive their rights of subrogation against the Owner and the Owner's officers, directors, agents, representatives, employees, assigns, insurance carriers, and attorneys. Consultant hereby waives and shall require its Sub-consultants of any tier to waive, any and all rights of recovery which they or any of them may now have or subsequently may have against the Owner and the Owner's officers, directors, agents, representatives, employees, assigns, insurance carriers, and attorneys in connection with any insured loss arising out of or relating to the Services.
6. **Notice of Cancellation and Renewal of Insurance:** The insurance policies shall provide that the insurance shall not be canceled or reduced in an amount or coverage below the requirements of this Agreement, without at least thirty (30)-days' written notice to the Owner as additional insured. In the event any insurance coverage expires prior to the completion of the Services, renewal Certificates of Insurance shall be furnished to Owner by no later than thirty (30) days prior to the date of expiration.

7. The Certificates of Insurance shall be forwarded directly to the following:

Melbourne Airport Authority
Attn: Sandra Acevedo
One Air Terminal Parkway, Suite 220
Melbourne, Florida 32901

XI. MISCELLANEOUS PROVISIONS:

1. **Equal Employment Opportunity:** In connection with performing its obligations under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, ethnicity, age, creed, color, sex, gender, religion, physical disability or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, age, creed, color, sex, gender, religion, physical disability, 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. Consultant shall insert this provision in all Subconsultant agreements pertaining to the Services under this Agreement except for any subcontract agreement for standard commercial supplies or raw materials necessary to perform the Services.
2. **Prohibited Interests:** No member, officer, or employee of the Owner during his or her tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Agreement, any Work Order issued pursuant to this Agreement, or the proceeds thereof.
3. **Certification of Restrictions on Lobbying:** Consultant agrees that no federal appropriated funds have been paid or will be paid by or on behalf of Consultant to any person for influencing or attempting to influence any officer or employee of any federal 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.

If any funds other than federal appropriated funds have been paid by Consultant to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, the undersigned shall complete and submit Standard Form-LLL,

“Disclosure Form to Report Lobbying,” in accordance with its instructions. Consultant agrees to include the language of this paragraph in award documents for all Sub-consultant agreements and requires all Sub-consultants to certify and disclose accordingly.

4. **Advertisements, Permits, and Access:** Unless otherwise agreed in any Work Order, the Owner will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and those items necessary for Consultant’s Services or assigned project’s construction. The Owner’s obligation in this regard does not extend to Consultant’s security access requirements, which shall be the responsibility of Consultant.
5. **No Third-Party Beneficiaries:** Except as otherwise identified herein, this Agreement gives no rights or benefits to anyone other than the Owner and Consultant, and there are no third-party beneficiaries to this Agreement.
6. **Governing Law:** This Agreement is governed by and must be construed and interpreted in accordance with the law of the State of Florida without regard to its choice of law provisions.
7. **Jurisdiction and Venue:** With respect to any claim or cause of action, whether in law or equity and regardless of the nature of the claim or cause of action, arising out of or relating to this Agreement or the Services performed under this Agreement, the parties consent to the sole and exclusive jurisdiction and venue in a court of competent jurisdiction located in Brevard County, Florida. The parties waive any objection to the jurisdiction or venue of any such claim or cause of action and waive any objection based upon *forum non conveniens* or any other law providing for change or transfer of venue.
8. **Dispute Resolution:** Before filing any lawsuit against the other party to this Agreement, the parties shall use their best efforts to resolve amicably any dispute or claim arising out of or relating to this Agreement.
9. **Prohibition Against Contingent Fees:** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

10. **Prohibition Against Contracting with Scrutinized Companies:** This Agreement may be terminated at the option of the Owner if Consultant is found to have submitted a false certification, as required by section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.
11. **Public Records:** Unless exempt from public access by Article I, section 24(a) of the Florida Constitution or section 119.07, Florida Statutes, Consultant shall, in accordance with section 119.07, Florida Statutes, allow public access to all documents, papers, letters, or other material made or received by Consultant in conjunction with this Agreement. Consultant's failure to do so shall constitute cause for the Owner to terminate this Agreement.
12. **Attorneys' Fees:** In any action or legal or equitable proceeding to enforce any part or provision of this Agreement or any Work Order issued pursuant to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the prevailing party's reasonable attorneys' fees, costs and disbursements, at the trial and appellate levels.
13. **Binding Effect:** The Owner and Consultant, respectively, bind themselves, their successors and permitted assigns to the other party to this Agreement, and this Agreement shall be binding upon, will inure to the benefit of, and will be enforceable by and against the Owner and Consultant and their respective successors and permitted assigns. Neither the Owner nor Consultant shall assign this Agreement in any fashion without the written consent of the other.
14. **Independent Contractor:** Consultant expressly acknowledges that Consultant is an independent contractor, not the representative or agent of the Owner, and has no authority to act for or on behalf of the Owner or to bind the Owner to any agreement or in any other manner.
15. **Entire Agreement:** This Agreement, as modified by Work Orders consistent with this Agreement, represents the entire and integrated understanding and agreement between the Owner and Consultant pertaining to the subject matter thereof and supersedes all prior negotiations, representations, agreements and understandings of the parties, whether written or oral. This Agreement may be amended only by written instrument executed by both the Owner and Consultant.

XII. TERM OF AGREEMENT

1. **Term:** This Agreement shall be effective upon the Effective Date set forth above and, unless previously terminated as set forth below, shall continue in effect for three (3) years from that date. This Agreement may be renewed by the Owner and Consultant, effective upon the anniversary date of the Effective Date, each year for a total of no more than two (2), one (1)-year periods. Any

renewal of this Agreement is contingent upon satisfactory performance evaluations by the Owner and subject to the availability of funds. Costs for renewal may not be charged. The initial three (3)-year term of this Agreement, along with any renewals, is referred to in this Agreement as the “Term” of this Agreement. Any assigned project started after the Effective Date and not completed prior to the termination date shall be completed by the Consultant, subject to the termination provisions below.

2. Termination:

- (A) The Owner may terminate this Agreement for convenience, without cause and without prejudice to any other right or remedy of the Owner, upon thirty (30) calendar days’ written notice to Consultant.
- (B) The Owner may terminate this Agreement for cause, without prejudice to any other right or remedy of the Owner, if Consultant: (1) fails to substantially perform its obligations in accordance with this Agreement; the applicable professional standard(s) of care; all applicable laws, regulations, rules, or all requirements, codes, policies, or procedures of any public entity having jurisdiction over any improvements for which Consultant’s Services are furnished; or all lawful and reasonable directives or instructions of the Owner, and (2) if any such nonperformance can be corrected, Consultant fails to commence correction of such nonperformance within five (5) calendar days of receipt of written notice of such nonperformance and fails to diligently and completely correct the nonperformance within no more than thirty (30) days after receipt of said written notice or by such later time as may be agreed by the Owner.
- (C) Consultant may terminate this Agreement for cause, without prejudice to any other right or remedy of Consultant, if the Owner fails to substantially perform its obligations under this Agreement and fails to cure any such nonperformance within thirty (30) days of Owner’s receipt of written notice of said nonperformance.
- (D) Upon termination, Consultant will be paid for all authorized Services satisfactorily performed and authorized expenses incurred up to the termination date. The Owner will thereafter have no further obligation to Consultant for payment of compensation under this Agreement. Consultant shall not be paid on account of any loss of anticipated profits or revenue or other economic loss arising out of or resulting from the termination.
- (E) Any Work Order issued pursuant to this Agreement may also be terminated as set forth herein. Unless otherwise stated in any written notice of termination of a Work Order, the termination of the Work Order shall not operate to terminate this Agreement. Unless stated otherwise herein or in any written notice of termination of this Agreement, any termination of this

Agreement shall also constitute a termination of any Work Order issued pursuant to this Agreement.

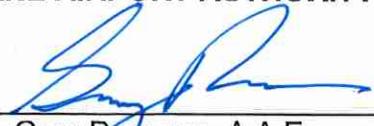
3. Suspension, Delay, or Interruption of Services:

- (A) The Owner may suspend, delay, or interrupt the Services of Consultant under a Work Order for the convenience of the Owner. In such event, Consultant's schedule for assigned project shall be equitably adjusted. An adjustment to the Consultant's schedule for the period of any suspension, delay, or interruption of Services for any assigned project shall be Consultant's sole and exclusive remedy for any suspensions, delays, or interruptions to the performance of Consultant's Services and for any other time impacts arising in connection with the performance of the Consultant's Services under this Agreement, and Consultant shall not be entitled, under any circumstances, to any monetary or other damages for delay or other time impact.
- (B) If Continuing Service Projects are abandoned or suspended by the Owner, the Owner shall pay Consultant for all authorized Services satisfactorily performed and authorized expenses incurred up to the date of abandonment or suspension. The Owner will thereafter have no further obligation to Consultant for payment of compensation under this Agreement unless and until Continuing Service Projects are resumed by the Owner, and then, payment for resumed Services shall be made in accordance with the payment provisions of this Agreement and Florida law. Unless the Owner authorizes in writing, Consultant shall not perform any Services, and shall not be entitled to receive payment from the Owner on account of any services performed, during the period of suspension or after abandonment. Consultant shall not be paid on account of any loss of anticipated profits or revenue or other economic loss arising out of or resulting from the abandonment or suspension.

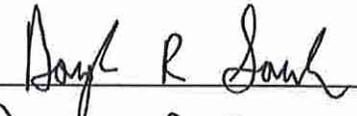
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in triplicate, on the dates set forth below.

MELBOURNE AIRPORT AUTHORITY

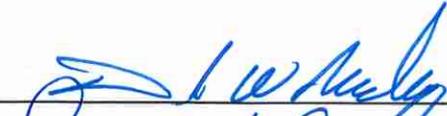
C&S ENGINEERS, INC.

By: 

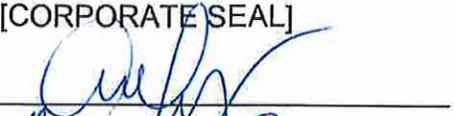
Greg Donovan, A.A.E.
Executive Director

By: 

Douglas R Saunders
Printed Name/Title Department Manager

Witness: 

Witness: 

[CORPORATE SEAL]
Witness: 

Witness: 

Date: 10/6/2022

Date: 10-05-2022

EXHIBIT A – SCOPE OF SERVICES

Architectural Services

The consulting firm will be required to provide professional services on an as needed, on call basis for the Melbourne Airport Authority. Firms should be experienced in all aspects of Architectural Design Services. A Work Authorization will be issued by the Airport upon acceptance of a mutually acceptable scope of services, schedule, and fee proposal. The Consultant's work will be performed by the key personnel at the office location identified in the proposal. Any changes to personnel will be reviewed and approved by the Airport in writing with an explanation of why the key personnel proposed are no longer available.

Consultants with terminal design, Customs & Border Protection experience, TSA experience, security experience and have relevant Aviation portfolio is a plus. These services will typically be associated with minor new construction and/or additions, renovations, and interior improvements to existing facilities. Security upgrades as well as technical support and development of a preventative maintenance program may also be included. Services will include development or review of program requirements, space planning, early conceptual designs, some architectural urban planning, schematic design, development of construction documents, specifications, contract administration, cost estimating and scheduling, ADA analysis, building performance analysis, permitting services, consultation during bidding, construction administration services, report preparation and other professional services in connection with the aforementioned tasks. Experience in Design-Build and CM-GMP contracts is a plus. The Melbourne Airport Authority intends to enter into Continuing Service Contracts with multiple consultants, and therefore, firms without in-house expertise in all criteria are encouraged to apply.

The Consultant will perform the following: design, planning, programming, analysis, and inspections related to Architectural services. Services may include, but not be limited to, the following as authorized by individual Work Authorizations for individual projects:

- 1) Architectural analysis, design development and creation of construction documents, including drawings and specifications for Airport projects.
- 2) Design will meet ASHRAE 90.1, prepare cost savings analysis and estimate time for payback of newly installed apparatus.
- 3) Analysis of existing architectural conditions in Airport owned buildings and other structures with identification of needs.
- 4) Inspection and approval of certain types of construction performed by outside contractors.
- 5) Pre-design services and financial feasibility of new additions or modifications to existing structures.
- 6) Inspection of deteriorated architectural elements and preparation of designs and specifications for appropriate repairs and replacement.
- 7) Specifications will conform to the latest version of the Construction Specifications Institute
- 8) Bidding and construction phase services including:
- 9) Answering questions during the bidding process.
- 10) Assisting in the preparation of any required addenda.
- 11) Attending pre-bid conference.
- 12) Reviewing bids, preparing bid tabulation sheet, and making recommendation for award.
- 13) Attending and administering a preconstruction conference.

- 14) Visiting the work site a predetermined number of times with Airport Staff when the schedule starts falling behind or if there are conflicts between the Design documents and the work being performed.
- 15) Determining if work is proceeding in accordance with the Contract Documents.
- 16) Issuing necessary interpretations, clarifications, and change orders as required including construction request for information.
- 17) Reviewing and recommending approval or rejection of Shop Drawings, samples, and other data which contractor(s) are required to submit.
- 18) Reviewing all certificates of inspection, testing, and approvals required by laws, rules, regulations, ordinances, code orders, or the Contract Documents.
- 19) Review and recommend approval of schedule of values, schedules and payment applications.
- 20) Project closeout will include final punch list, operation and maintenance manuals, and approval of all finishes, fixtures and equipment.

Fire Sprinkler Engineering

The consulting firm will be required to provide professional services on an as needed, on call basis for the Melbourne Airport Authority. Firms should be experienced in all aspects of fire protection engineering. A Work Authorization will be issued by the Airport upon acceptance of a mutually acceptable scope of services, schedule, and fee proposal. The Consultant's work will be performed by the key personnel at the office location identified in the proposal. Any changes to personnel will be reviewed and approved by the Airport in writing with an explanation of why the key personnel proposed are no longer available.

The Consultant will perform the following: design, engineering, analysis, and inspection professional services related to Fire Protection engineering. Services may include, but not be limited to, the following as authorized by individual Work Authorizations for individual projects:

- 1) Fire protection analysis, design development and creation of construction documents, including drawings and specifications for Airport projects.
- 2) Fire protection and associated life safety, fire alarm and smoke control design, third party plan reviews and special inspections.
- 3) Design will meet ASHRAE 90.1, prepare cost savings analysis and estimate time for payback of newly installed apparatus.
- 4) Design and size fire protection elements for Airport projects with at least a 10% redundancy factor.
- 5) Analysis of existing fire protection conditions in Airport owned buildings and other structures with identification of needs.
- 6) Inspection and approval of certain types of construction performed by outside contractors.
- 7) Pre-design fire protection alternative, analyze size and loads and financial feasibility of new additions or modifications to existing structures.
- 8) Inspection of deteriorated fire protection elements and preparation of designs and specifications for appropriate repairs and replacement.
- 9) Specifications will conform to the latest version of the Construction Specifications Institute
- 10) Bidding and construction phase services including:
- 11) Answering questions during the bidding process

- 12) Assisting in the preparation of any required addenda.
- 13) Attending pre-bid conference.
- 14) Reviewing bids, preparing bid tabulation sheet, and making recommendation for award.
- 15) Attending and administering a preconstruction conference.
- 16) Visiting the work site a predetermined number of times with Airport Staff when the schedule starts falling behind or if there are conflicts between the Design documents and the work being performed.
- 17) Determining if work is proceeding in accordance with the Contract Documents.
- 18) Issuing necessary interpretations, clarifications, and change orders as required including construction request for information.
- 19) Reviewing and recommending approval or rejection of Shop Drawings, samples, and other data which contractor(s) are required to submit.
- 20) Reviewing all certificates of inspection, testing, and approvals required by laws, rules, regulations, ordinances, code orders, or the Contract Documents.
- 21) Review and recommend approval of schedule of values, schedules and payment applications.
- 22) Project closeout will include final punch list, operation and maintenance manuals, approval of all material and equipment operations.

Interior Design

The consulting firm will be required to provide professional services on an as needed, on call basis for the Melbourne Airport Authority. Firms should be experienced in all aspects of Interior and Spatial Design Services. A Work Authorization will be issued by the Airport upon acceptance of a mutually acceptable scope of services, schedule, and fee proposal. The Consultant's work will be performed by the key personnel at the office location identified in the proposal. Any changes to personnel will be reviewed and approved by the Airport in writing with an explanation of why the key personnel proposed are no longer available.

Consultants with terminal design, Customs & Border Protection experience, TSA experience, security experience and have relevant Aviation portfolio is a plus. These services will typically be associated with minor new construction and/or additions, renovations, and interior improvements to existing facilities. Services will include development or review of program requirements, space planning, early conceptual designs, schematic design, development of construction documents, specifications, contract administration, cost estimating and scheduling, ADA analysis, permitting services, consultation during bidding, construction administration services, report preparation and other professional services in connection with the aforementioned tasks. Experience in Design-Build and CM-GMP contracts is a plus. The Melbourne Airport Authority intends to enter into Continuing Service Contracts with multiple consultants, and therefore, firms without in-house expertise in all criteria are encouraged to apply.

The Consultant will perform the following: design, planning, programming, analysis, and inspections related to Interior Design Services. Services may include, but not be limited to, the following as authorized by individual Work Authorizations for individual projects:

- a. Spatial analysis, concept creation, design development and creation of documents, including drawings and specifications for Airport projects.
- b. Design will meet ASHRAE 90.1, prepare cost savings analysis and estimate time for payback of newly installed furnishings, fixtures, and equipment.

- c. Pre-design services and financial feasibility.
- d. Inspection and inventory of existing elements and preparation of designs and specifications for appropriate repairs and replacement.
- e. Space planning and furniture layouts.
- f. Develop budgets on all interior finishes and furnishings, as well as budgets for interior improvements.
- g. Assist in material, finish and furnishings analysis, recommendations, and specifications.
- h. Provide sketches and/or presentation boards of all interior selections and furnishings.
- i. Review and coordinate furniture layouts with lighting and electrical plans.
- j. Coordinate fine art and decorative accessories.
- k. Coordinate interior plan selections and placement.
- l. Prepare and/or review wall, floor and ceiling finish plans and schedules.
- m. Prepare and/or review interior details and design as required, including cabinets, millwork, casework, and furniture.
- n. Bidding and construction phase services including:
- o. Answering questions during the bidding process.
- p. Assisting in the preparation of any required addenda.
- q. Attending pre-bid conference.
- r. Reviewing bids, preparing bid tabulation sheet, and making recommendation for award.
- s. Attending and administering a preconstruction conference.
- t. Visiting the work site a predetermined number of times with Airport Staff when the schedule starts falling behind or if there are conflicts between the Design documents and the work being performed.
- u. Determining if work is proceeding in accordance with the Contract Documents.
- v. Issuing necessary interpretations, clarifications, and change orders as required including responses to requests for information.
- w. Reviewing and recommending approval or rejection of Shop Drawings, samples, and other data which contractor(s) are required to submit.
- x. Reviewing all certificates of inspection, testing, and approvals required by laws, rules, regulations, ordinances, code orders, or the Contract Documents.
- y. Review and recommend approval of schedule of values, schedules, and payment applications.
- z. Project closeout will include final punch list, operation and maintenance manuals, and approval of all finishes, fixtures, and equipment.

Low Voltage/Data Comm Engineering

The consulting firm will be required to provide professional services on an as needed, on call basis for the Melbourne Airport Authority. Firms should be experienced in all aspects of low voltage and data communication engineering. A Work Authorization will be issued by the Airport upon acceptance of a mutually acceptable scope of services, schedule, and fee proposal. The Consultant's work will be performed by the key personnel at the office location identified in the proposal. Any changes to personnel will be reviewed and approved by the Airport in writing with an explanation of why the key personnel proposed are no longer available.

The Consultant will perform the following: design, engineering, analysis, and inspection professional services related to low voltage and data communication engineering. Services may

include, but not be limited to, the following as authorized by individual Work Authorizations for individual projects:

- 1) Low voltage and data communication (LVDC) analysis, design development and creation of construction documents, including drawings and specifications for Airport projects.
- 2) Design will meet ASHRAE 90.1, prepare cost savings analysis and estimate time for payback of newly installed apparatus.
- 3) Design and size LVDC elements for Airport projects with at least a 10% redundancy factor.
- 4) Analysis of existing LVDC conditions in Airport owned buildings and other structures with identification of needs.
- 5) Inspection and approval of certain types of construction performed by outside contractors.
- 6) Pre-design LVDC alternatives analysis, determine size and loads of components and financial feasibility of new additions or modifications to existing structures.
- 7) Inspection of deteriorated LVDC elements and preparation of designs and specifications for appropriate repairs and replacement.
- 8) Specifications will conform to the latest version of the Construction Specifications Institute
- 9) Bidding and construction phase services including:
- 10) Answering questions during the bidding process.
- 11) Assisting in the preparation of any required addenda.
- 12) Attending pre-bid conference.
- 13) Reviewing bids, preparing bid tabulation sheet, and making recommendation for award.
- 14) Attending and administering a preconstruction conference.
- 15) Visiting the work site a predetermined number of times with Airport Staff when the schedule starts falling behind or if there are conflicts between the Design documents and the work being performed.
- 16) Determining if work is proceeding in accordance with the Contract Documents.
- 17) Issuing necessary interpretations, clarifications, and change orders as required including construction request for information.
- 18) Reviewing and recommending approval or rejection of Shop Drawings, samples, and other data which contractor(s) are required to submit.
- 19) Reviewing all certificates of inspection, testing, and approvals required by laws, rules, regulations, ordinances, code orders, or the Contract Documents.
- 20) Review and recommend approval of schedule of values, schedules and payment applications.
- 21) Project closeout will include final punch list, operation and maintenance manuals, approval of all LVDC materials, equipment operation, specified voltage at all areas, over current protection and all proper grounding.