

**CONTRACT BETWEEN
JACKSONVILLE TRANSPORTATION AUTHORITY
AND
CAPITAL CITY CONSULTING, LLC**

THIS CONTRACT is made this 23 day of December, 2019, by and between the **JACKSONVILLE TRANSPORTATION AUTHORITY** (the "Authority" or the "JTA"), a public body corporate and politic whose principal business address is 121 West Forsyth Street, Suite 200, Jacksonville, Florida 32202, and **CAPITAL CITY CONSULTING, LLC** (the "Consultant"), a California Limited Corporation whose principal business address is 1999 Harrison Street, Suite 2000, Oakland, CA 94612. The Authority and the Consultant may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, the Authority has publicly advertised the Request for Proposals, **JTA RFP No. P-19-025 State Government Affairs Services** (as amended, the "RFP" or the "Solicitation") and the entire Solicitation package is incorporated herein;

WHEREAS, the Consultant has prepared and submitted its Proposal, dated August 15, 2019 (the "Proposal"), which is incorporated herein;

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

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

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

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

I. Scope of Work

1. The Consultant hereby agrees to provide the scope of work and perform the services (and provide all other items necessary, proper for, or incidental thereto) that are set forth in the Solicitation and "**Exhibit A**". Throughout this Contract, all references to the term "work" include all requirements of the specifications.

2. **Performance of Services.** All of the services shall be performed by the Consultant and its authorized subcontractors as identified by the Consultant in the Subcontractor Utilization Form (“**Exhibit C**”). Notwithstanding the use of one or more subcontractors by the Consultant, the Consultant acknowledges and agrees that all of the services performed and to be performed hereunder shall be the sole responsibility of the Consultant, and Consultant hereby agrees that it warrants all such work as if such work had been performed directly by the Consultant.
3. **Order of Precedence.** All of the terms and conditions of the Solicitation are hereby incorporated herein in full. In the event of a conflict between the terms of any of the following, the more stringent requirement shall apply. If the conflict cannot be resolved by following the most stringent requirement, the following order of precedence shall govern: (1) Section VI of the Solicitation that contains the required clauses for federally-assisted contracts, when applicable; (2) properly authorized written Contract Amendments; (3) properly authorized Purchase Orders; (4) this Contract; (5) the Specifications; (6) Special Conditions; (7) the Solicitation Addenda, if any; and (8) the Solicitation. As between the drawings and other specifications, the drawings take precedence over other specifications as to quantity and location and the specifications take precedence over drawings as to quality of materials and workmanship.
4. **Review of Work.** Any review of the work by the Authority, its other Consultants, or its partner agencies, including the City of Jacksonville, Florida Department of Transportation (FDOT), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA), is for the sole benefit of the Authority. No such review, acceptance, or approval to proceed to the next level of service, nor the payment of any invoice (including the last invoice, release of retainage, or acceptance of final reports or plans and specifications) shall be deemed to constitute: (1) detailed review or checking of design, details, or accuracy of the Consultant's work; (2) a professional approval by the Authority; or (3) a release of the Consultant from any of its obligations and responsibilities for the accuracy of the plans and specifications. The Authority's review, approval, acceptance of, or payment for any of the services under this Contract shall not constitute a waiver of any of the Authority's rights under this Contract or any cause of action it may have arising out of this Contract.
5. **Contract Amendment(s).** If any modification to the Contract or a Purchase Order is required, the Parties shall execute an Amendment before the Consultant begins performing any additional or changed tasks associated therewith. Reference herein to the Contract includes all Amendments, if any. The Consultant will only be entitled to adjustments to compensation and/or contract time if such adjustments are included in an Amendment. When possible, all Amendments shall be based upon the previously agreed-to hourly rates or unit costs. In the event that the Consultant and the Authority are not able to reach an agreement as to the amount of compensation to be paid to the Consultant for supplemental or reduced work desired by the Authority, the Consultant shall continue to proceed with the supplemental or reduced work in a timely manner for the amount determined by the Authority to be reasonable. In such event, the Consultant will have the right to submit the dispute to the Vice President of Administration for resolution in accordance with the Disputes Section 9 Paragraph 5 below; however, in no event will the resolution of the dispute through the courts or

otherwise, relieve the Consultant from the obligation to timely perform the supplemental work. Notwithstanding the foregoing, the Authority has the right to terminate the Contract if the Parties fail to reach an agreement on an Amendment.

6. **Standard of Care.** The Consultant shall perform (and cause all subcontractors to perform) all services in a manner that is consistent with the level of reasonable care, skill, judgment, and ability provided by others providing a similar type of service in the same geographic area. The standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Contract or any document incorporated or referenced herein, including the Solicitation.
7. **Personnel.** All of the personnel assigned by the Consultant and all subcontractors shall be qualified and authorized under state and local laws to perform the applicable services, whether by appropriate license, registration, certification, or other authorization. The Consultant shall not change its assigned project management staff, delete any of the identified subcontractors, or engage additional companies as subcontractors hereunder, without prior written approval of the Authority. Consultant agrees that it will remove from assignment under this Contract any employee or subcontractor, upon request by the Authority, which may be with or without cause. Any such removal shall not necessarily reflect on the capability or competence of the individual or entity so removed. Nothing herein shall affect the status or responsibilities of the Consultant as an independent contractor solely responsible for the method, manner, and means chosen by it to perform hereunder.
8. **Schedule(s).** The Consultant agrees that time is of the essence for the performance of each of the Consultant's obligations hereunder. The Consultant shall complete the work in accordance with the schedule set forth in the Solicitation and provide schedule progress reports, if applicable, in a format acceptable to the Authority and at intervals established by the Authority. The Authority will be entitled at all times to be advised, at its request, as to the status of work being performed by the Consultant and of the details thereof. Either Party may request and be granted a conference. If, at any time prior to completion of the work, the Consultant determines that the work is not progressing according to the schedule, the Consultant shall immediately notify the Authority in writing and shall provide a description of the cause of the delay, the effect on the schedule, and the recommended action to meet the schedule. An extension of time for performance shall be the Consultant's sole and exclusive remedy for any delay of any kind or nature caused by the Authority.
9. **Corrections and Clarifications.** Upon request by the Authority, the Consultant shall promptly make any revisions or corrections that resulted from any error and/or omission by the Consultant or subcontractors, and shall clarify any ambiguities, without additional compensation. Acceptance of the work by the Authority shall not relieve the Consultant of the responsibility for subsequent corrections and clarifications. At any time during any phase of work for which the Consultant or any of its subcontractors has performed services for the Authority, or during any phase of work performed by others, based on data furnished by the Consultant to the Authority, the Consultant shall confer with the Authority for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by the Consultant or its subcontractors. The Consultant shall perform all services necessary to correct its or its subcontractors' errors and/or omissions without additional

compensation, even though final payment may have been received therefore. If any work or service contains an error, omission, deficiency, or mistake, the Authority may back-charge against the Consultant all reasonable costs incurred in identifying, documenting, and remedying any such error, omission, deficiency, or mistake. Such back-charge amounts may be deducted from any payment(s) due the Consultant. If the payment(s) due the Consultant are not sufficient to cover such amount(s), the Consultant shall pay the difference to the Authority. The Consultant shall be liable, and shall reimburse the Authority, for any and all expenses incurred by the Authority, above those that would normally be experienced if the Consultant's or its subcontractors' errors and/or omissions had not occurred.

II. Compensation, Invoices, and Terms of Payment

1. Annual compensation under this Agreement is not to exceed two hundred thousand dollars (\$200,000.00). Any additional costs must be approved by the Authority by way of a fully executed contract amendment.
2. The Consultant shall deliver invoices to the Authority on a monthly basis for the work performed hereunder, in detail sufficient for a proper pre-audit and post-audit thereof. A written progress report, in format and detail approved by the JTA Project Manager, shall accompany each invoice.
3. All invoices shall reflect the applicable Contract prices and shall show details of the computation of the amount requested in a form satisfactory to the Authority. Invoices shall be monthly from the first day of the month to the last day of the month and must be submitted not later than the tenth (10th) of the following month. Billings of less than One Thousand Dollars (\$1,000.00) shall not be submitted and shall be accumulated to following months' invoice(s), unless the invoice is for the final payment of a work, or Purchase Order, or the fiscal year-end invoice. To assist the Authority with annual financial close-out, the Consultant shall also submit an end-of-the-fiscal-year invoice not later than October 10 of each year for all unbilled services, fees, and costs performed through September 30 of that calendar year.
4. Invoicing for any travel expenses, when authorized by the terms of this Contract and by the Authority's Project Manager, will be in accordance with Section 112.061, Florida Statutes.
5. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Contract will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent federal and state regulations, as applicable, with the understanding that there is no conflict between state regulations and federal regulations in that the more restrictive of the applicable regulations will govern.
6. Records of costs incurred under the terms of this Contract shall be maintained by the Consultant and upon written request, made available to the Authority at all times during the period of this Contract and for five (5) years after final payment is made for the work pursuant to this Contract. Copies of these documents and records shall be furnished to the Authority upon request.

7. Records of costs incurred will include: (1) the Consultant's general accounting records and project records; (2) supporting documents and records of the Consultant and all subcontractors within the scope of this Contract; and (3) all other records related to the Contract that are considered necessary by the Authority for a proper audit of costs.
8. The Authority will have the right to retain, out of any payment due the Consultant under this Contract, an amount sufficient to satisfy any amount due and owing to the Authority by the Consultant on this Contract or any other agreement between the Consultant and the Authority. The Authority may withhold payment on any invoice in accordance with the Liquidated Damages provision, if any, or if none, the Authority may withhold the amount of its actual damages when the Consultant is in default under any provision of this Contract, or when the Authority determines that the schedule cannot be met and an extension of time is not warranted. The Authority may also withhold payment when payment from the Consultant is due in connection with indemnification or any other agreement between the Consultant and the Authority. This right to withhold payments will continue until such time as the Authority has been made whole.
9. All invoices requesting payment for subcontractor's services, supplier's services, reimbursable items, or expense items, must have copies of actual invoices or receipts attached which support the amounts invoiced, in such form and with such supporting detail as the Authority may require.
10. The Authority shall have the right, but not the obligation, based upon sworn statements of accounts from the subcontractors, and in accordance with the Consultant's written request, to pay a specific amount directly to a subcontractor. In such event, the Consultant agrees that any such payments shall be treated as a direct payment to the Consultant's account.
11. The Authority shall make payments to the Consultant based upon the approved invoices and supporting documentation and deliverables within **thirty (30) days** of the receipt by the Authority of a complete invoice. All invoices shall be sent to the attention of the Accounts Payable Office at accountspayable@jtafla.com, and shall include back-up documentation as required by the Authority, including the applicable Consultant's Request for Payment Form ("Exhibit D"). Invoice payment requirements do not start until a properly completed invoice is provided to the Authority. If an invoice is not approved, in whole or in part, the Authority will inform the Consultant of the issue and Consultant will not be paid until the issue has been resolved to the satisfaction of the Authority.
12. When the project requires DBE participation, a copy of the invoice and all supporting DBE documentation must be emailed to DBE1@jtafla.com. Failure to submit required DBE documentation may result in a delay in payment. Details of the required DBE supporting documentation are included in Section 13, Paragraph 5 herein.
13. Prompt Payment Discounts. Discounts for early payment may be offered either in the original Proposal or on individual invoices submitted under the Contract. Discounts that are included in the Proposal become a part of the Contract and are binding on the Consultant for all invoices submitted under the Contract. If the Consultant has offered a prompt payment discount, the Authority will only apply discounts that equal or

exceed two percent (2%) of the invoice amount, for payments that are made between ten (10) and twenty-nine (29) days after the Authority's receipt of a complete, acceptable invoice. For purposes of this paragraph, time shall be computed from the date the invoice was received by the Authority and payment shall be considered to have been made on the date which appears on the payment check.

14. All compensation for services under a particular work or Purchase Order is subject to and contingent upon the availability of the federal, state, and/or local funding source that is applicable to the work or Purchase Order.
15. The acceptance of final payment by the Consultant shall be a full release of the Authority and its members, officers, agents, and employees for any and all claims arising out of or relating to this Contract. The Consultant hereby waives all indirect, incidental, special, and consequential damages in any proceeding arising out of or relating to this Contract.
16. Review of Pay Applications. If the Scope of Work requires the Consultant to review Contractor's pay application(s) to ensure that the percentage of work claimed by the Contractor to be complete has actually been completed, the Consultant shall have five (5) days from the time of receipt of such pay application(s) to comment or approve, and return same to the Authority.

III. Ownership of Documents and Inspection of Work

1. Consultant shall promptly and fully disclose to JTA any copyrightable, patentable, and/or trademarkable material prepared in whole or in part during the term of this Contract and which relates, directly or indirectly, to the Scope of Work and will be considered "work for hire" and the copyright, patent, and/or trademark shall at all times be vested in JTA.
2. When the Contract requires services, all correspondence, documents, drafts, data compilations and tabulations, research, analysis, plans, reports, and work product of any kind, in any medium, submitted to or prepared by or for the Consultant in connection with the Contract, are the sole property of the Authority and shall be scanned into electronic format and provided to the Authority in an indexed, logical, searchable format on computer Compact Disks (CDs) or other format acceptable to the Authority. Such correspondence must be provided to the Authority within thirty (30) days of the close-out of the assigned project and must be received before the Authority will release final payment to the Consultant. The original documents shall be maintained by the Consultant for a period of five (5) years after the completion of final payment by the Authority. Thereafter, or upon termination of this Contract for any reason, such records shall immediately be delivered to the Authority.
3. The Authority will have the right to visit the Consultant's site for inspection of the Consultant's work at any time during reasonable work hours. In addition to the inspection and audit rights set forth herein, the Authority, its agents, and employees may perform inspections of the work at any reasonable time and at any stage of production. Such inspection or failure to inspect on any occasion shall not affect the Authority's rights, or the Consultant's obligations, under warranty or other provisions of this Contract, nor shall such inspection be deemed acceptance of services.

IV. Term of Contract and Termination

1. This Contract shall commence upon the date first stated above and shall be effective for twelve (12) months with the Authority having the option to renew the Contract for four (4) additional periods of one (1) year each. Or until terminated in accordance with the following Paragraphs.
2. The Authority may terminate this Contract, in whole or in part, by delivering to the Consultant a written Notice of Termination. The Authority may terminate the Contract for its convenience or for failure of the Consultant to fulfill any of its obligations hereunder, including without limitation, the Consultant's failure to complete work within the required time or the Consultant's failure to diligently proceed with the work to the satisfaction of the Authority. The Consultant shall have the opportunity to affect a remedy within fifteen (15) days of the Notice of Termination. Upon the Consultant's receipt of a written Notice of Termination from the Authority, the Consultant shall: (1) immediately stop all further work unless otherwise directed in writing by the Authority as no compensation shall be paid for any work performed after receipt of such notice (provided however that expense of a nature which cannot be immediately terminated shall be reimbursed at the minimum amount which may reasonably be arranged for such termination, if the Authority concurs); and (2) deliver to the Authority's Project Manager copies of all data, drawings, specifications, reports, estimates, summaries, and other information and materials prepared in performing this Contract, whether completed or in process, in both paper and electronic formats acceptable to the Authority. In addition, if the Consultant has possession of the Authority's goods, it shall immediately provide the Authority with an accounting of same and protect and preserve those goods until surrendered to the Authority or its agent(s) or otherwise disposed of as directed by the Authority.
3. These termination provisions shall be made a part of all subcontracts under this Contract.
4. After the effective date of the Notice of Termination, the Authority will only pay for work/services already performed in accordance with the terms of the Contract. At the discretion of the Authority, the Authority may make an equitable adjustment to the compensation due to the Consultant, but under no circumstances shall the Consultant be entitled to payment for any anticipatory profit or for work/services not yet performed.
5. The Consultant's obligations to the Authority that arise from the Consultant's improper acts or omissions shall survive the termination of this Contract.
6. **Prohibition Against Contingent Fees.** In accordance with Florida Statutes § 287.055(6)(a), the Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, 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 the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this provision, the Authority shall have the right to terminate this Contract

without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

7. In the event that termination is due to default or breach by the Consultant, the Authority may take over and complete the work. In such case, the Consultant shall be liable to the Authority for any additional cost occasioned thereby.
8. Should the Consultant: (1) fail to comply with any federal, state, or local law or regulation, including FTA circular 4220.1F as revised, 2 CFR part 200 and 2 CFR part 1201 if applicable; (2) fail to comply with any condition of this Contract; or (3) fail to complete the required work or furnish the required materials within the time required, the Authority reserves the right to purchase in the open market, or to take over and complete, the required item/work at the expense of the Consultant without waiving any right against the Consultant or its Surety, if any.
9. If the Consultant is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, JTA may terminate this Contract for cause and without the opportunity to cure, or for Contracts of One Million Dollars (\$1,000,000.00) or more, JTA may terminate this Contract for cause and without the opportunity to cure if the Consultant is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.
10. For the purposes of this Contract, an event of insolvency with respect to either Party hereto shall be deemed to be a default under this Contract by such Party. The term "event of insolvency" shall mean any of the following:
 - a) The insolvency;
 - b) The making of a general assignment for the benefit of creditors, the appointment of a receiver for the business or assets of such person, or the application for the appointment of a receiver therefore;
 - c) The filing of a petition by or on behalf of, or against such person or business in any bankruptcy court or under any bankruptcy or insolvency law; or
 - d) The dissolution, liquidation or winding up of business.

V. Records and Audit

1. The Consultant agrees to maintain appropriate records with respect to work performed and other items reimbursable hereunder, and such records shall be supported by payrolls, invoices, vouchers, and other documents evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, and other documents pertaining in whole or in part to the work shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents not related to the work.
2. The Consultant shall provide access to records and reports in accordance with the following which are incorporated herein by reference: 49 U.S.C. 5325, 49 CFR 18.36(i), and 49 CFR 633.17, as applicable.

3. The Consultant shall permit the Authority, the FDOT, the FHWA, the FTA, the State of Florida, the U.S. Government, and the authorized representatives of these agencies to inspect and audit all technical and economic project data and records of the Consultant relating to its performance and its subcontracts under this Contract from the date of Contract through and until the expiration of five (5) years after completion or termination of the Contract, except in the event of litigation or settlement of claims arising from performance of this Contract, in which case the Consultant agrees to maintain same until all said and affected agencies and their authorized representatives have disposed of all such litigation, appeals, claims, or exceptions related thereto.
4. The Consultant shall provide, upon receipt of reasonable notice, free access to its books and records by the proper officers and representatives of the Authority, the FDOT, the FHWA, the FTA, the State of Florida, the U.S. Government, and the authorized representatives of these agencies during reasonable business hours. Further, the said agencies and their authorized representatives shall have the right, pursuant to an inspection, to review, audit, reproduce, or copy excerpts and transcriptions therefrom as necessary, and to inspect all work data, documents, proceedings, and activities related to this Contract. The Consultant shall include provisions similar to this Article in all subcontracts which it awards, including, but not limited to, the additional provisions of allowing the Consultant, the Authority, the FDOT, the FHWA, the FTA, the State of Florida, the U.S. Government, and the authorized representatives of these agencies equal access to subcontractors' books and records.

VI. Conflict of Interest

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

VII. Debarred Proposers

The Consultant has a continuing obligation to inform the Authority whether it is or has been placed on any debarred, suspended, or excluded parties list maintained by the United States Government or the State of Florida. Should the Consultant, including any of its officers or holders of a controlling interest, be included on such a list during the performance of this Contract, the Consultant shall immediately inform the Authority. This obligation must be included in all subcontracts.

VIII. Indemnification

1. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Authority and its Board of Directors, 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 intentionally wrongful conduct of the Consultant and other persons or entities employed or utilized by Consultant in the performance of this Contract. The provisions of this paragraph shall survive the termination of this Contract. The indemnification obligation hereunder shall not be limited in any way by amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefits acts, or other employee benefit acts.

2. In the event applicable law renders any provision of this section unenforceable, then solely to the extent necessary to conform such provision to the requirements of law to remedy such unenforceable matter, such provision is deemed revised so as to be enforceable under law.
3. In addition to the Consultant's indemnification obligation, the Consultant shall be responsible for all liability for loss or damages, and it shall also be responsible for the payment of any fines imposed by any federal, state, or local agency as a result of the Consultant's actions or failure to act.

IX. Disputes, Defaults and Remedies

1. Upon a breach of any of the obligations of the Consultant or the Authority hereunder, the non-breaching Party shall have all of the rights and remedies provided under law including those referenced in 2 CFR part 1201, FTA Circular 4220.1F and 2 CFR part 200, as revised, as well as those rights and remedies specified elsewhere in this Contract.
2. During any dispute, unless otherwise directed by the Authority, the Consultant shall continue to diligently perform the work while matters in dispute are outstanding, unless a Notice of Termination has been issued by the Authority.
3. Should the Consultant suffer injury or damage to person or property because of any act or omission of the Authority, or any of the Authority's employees, agents, or others for whose acts the Authority is legally liable, a claim for damages therefore shall be made in writing to the Authority within fourteen (14) days after the first observance of such injury or damage. The failure to timely submit a written claim shall result in a waiver the Consultant's claim.
4. Disputes arising in the performance of this Contract shall be decided in writing by the Authority's Vice President of Administration, and the decision rendered shall be final and conclusive for the Authority.
5. Mandatory Mediation. All disputes arising out of or relating to the Contract shall be subject to mandatory pre-suit mediation under the auspices of a mediator to be selected by the Parties. Mediation must occur before a lawsuit is filed. Discovery prior to the scheduled mediation shall be limited to one (1) request for production of documents and two (2) depositions per Party not exceeding eight (8) hours total time per deposition. Each Party shall equally bear the costs of mediation and shall be solely responsible for its own attorneys' fees and other legal costs prior to and during the mediation process. In the event the case does not settle at mediation, the Parties may re-depose either or both witnesses on non-repetitive matters. The Consultant

acknowledges that the Authority may not have present at any such mediation a person or persons authorized to bind the Authority. If the mediation fails to produce a settlement, and the amount in controversy is below Seventy-Five Thousand Dollars (\$75,000.00), the Parties may agree to submit the dispute to fast-track arbitration with an AAA arbitration panel.

X. Insurance

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

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor’s expense

Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

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

Part One – Workers' Compensation Insurance – Unlimited

Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

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

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

AUTOMOBILE LIABILITY INSURANCE

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

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

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

EXCESS LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Contract.

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

Each Occurrence Limit	\$2,000,000
Aggregate Limit	\$2,000,000

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

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

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

Each Occurrence/Annual Aggregate	\$2,000,000
Project Specific	

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

CYBER AND DATA SECURITY LIABILITY

This additional coverage will be required for all projects involving information technology services, software providers, programmers and similar exposures.

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

If the contract includes a requirement for Cyber and Data Security Liability insurance, the minimum amount of such insurance shall be as follows:

Technology Errors and Omissions Liability coverage	\$5,000,000
Media	\$2,000,000
Network and Data (Information) Security	\$2,000,000

Policy coverage must include Third Party Liability coverage.

CRIME/FIDELITY COVERAGE

This additional coverage will be required for all service providers involving information technology services, Pension consulting and administration, and similar exposures.

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

If the contract includes a requirement for expense Crime/Fidelity and/or Fiduciary Liability insurance, the minimum amount of such insurance shall be as follows:

Third Party Employee Dishonesty	\$1,000,000
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Contractor/Vendor shall require each of his Sub-Contractor/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Excess Liability insurance coverage meeting the same limit and requirements as the Contractor/Vendors insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Contractor/Vendor fails to procure, maintain or pay for the required insurance, Jacksonville Transportation Authority shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor/Vendor, in which event, Contractor/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Jacksonville Transportation Authority shall have the right to back-charge Contractor/Vendor for the cost of procuring such insurance. The

failure of Jacksonville Transportation Authority to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendors coverage based on the evidence of insurance provided by the Contractor/Vendor shall not be construed as a waiver by Jacksonville Transportation Authority of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

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

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

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

XI. Public Entity Crimes

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

XII. Equal Employment Opportunity and Nondiscrimination

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

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

XIII. Disadvantaged Business Enterprise (DBE) Participation

1. Disadvantaged Business Enterprise Participation. There is no DBE participation goal assigned for this Contract (Race Neutral).
2. DBE subcontractors. When the Solicitation required the submission of “**Exhibit B**”, each of the firms identified as a DBE firm shall be and shall remain certified as such in compliance with 49 CFR Part 26. Such firms (or firms substituted or added with the prior written consent of the Authority) shall collectively be utilized in the provision of services to achieve the Consultant's above-referenced annual aggregate DBE participation rate.
3. DBE Liaison. The Consultant shall comply in all respects with the Authority's DBE program. It is the Consultant's responsibility to ensure the intentions and interests of the Authority's DBE program are implemented. In order to make certain the policies are carried out in a responsible manner, the Consultant must appoint a high-level official to administer and coordinate the implementation of these policies. The provisions outlined in this document are applicable to all subcontracting arrangements under this Contract.
4. Affirmative Steps and Records. In accordance with 49 CFR 18.36(e), the Consultant shall take all necessary affirmative steps to assure that minority firms and women's business enterprises are used when possible. Affirmative steps shall include: (i) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; (iv) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

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

- All subcontractor/supplier subcontracts, including subcontracts with DBEs;
 - Documentation developed during the identification and award of such subcontracts to DBE firms, including, but not limited to, copies of executed subcontracts enacted with project participants.
5. Financial Reporting Requirements. When a DBE goal has been established, the Consultant shall submit monthly reports detailing payments to all subcontractors and suppliers, both DBE and non-DBE, in a format that is acceptable to the Authority. The

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

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

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

When applicable, the Consultant shall also report the entire amount of compensation paid to each DBE for the following:

1. All bona fide services, including professional, technical, consultant, and managerial services; and
2. The costs of providing bonds or insurance specifically required for the performance of the subcontract, provided these fees do not exceed what is deemed reasonable and customary for services of this type.

All supporting DBE documentation including but not limited to the invoice, the monthly reports detailing payments made to DBE subcontractors, and the Consultant Request for Payment Form included as “Exhibit C” must be emailed to DBE1@jtafla.com. Failure to submit the required documentation may result in a delay in payment.

This contract is subject to contract compliance payment tracking, and the prime contractor and any DBE subcontractors shall provide any noted and/or requested contract compliance-related payment data electronically in the B2GNow Contract Compliance Program System. The prime contractor and all DBE subcontractors are responsible for responding by any noted response audit date or due date to any instructions or request for information, and to check the B2GNow Contract Compliance Program System on a regular basis. The prime contractor is responsible for ensuring all DBE subcontractors have completed all requested items and that their contact information is up-to-date.

Access information related to contractor access of the system will be provided to a designated point of contact with each contractor upon award of the contract. The B2GNow Contract Compliance Program System is web-based and Contract Compliance Reporting – Vendor Training and can be accessed at the following Internet address:
<https://jtafla.dbesystem.com/FrontEnd/EventList.asp>.

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

- If a DBE subcontracts a portion of its contracted responsibilities to another business, that business must also be a DBE in order for the value of the work to be counted towards the DBE participation goals established by the Authority.
 - If the DBE participates in the work as part of a joint venture, only that portion of the work done by the DBE shall be reported towards DBE goals.
7. **Modifications and Substitutions.** The Consultant shall not make any modification, change or substitution of subcontractors as outlined in the Proposal, without the knowledge and consent of the Authority's DBE Office. In the event that any of such firms identified by the Consultant in its “**Exhibit B**” become unavailable therefore, the Consultant shall replace such firm with another similarly designated firm. Such replacement, including by the Consultant’s own forces, may only be made with the prior written approval of the Authority, which may be withheld in the event that the Authority determines, in its sole discretion, that the Consultant has not made good faith efforts to either work with the subcontractor for whom replacement is sought or to find a minority certified replacement (under the appropriate program) for such subcontractor.

If the Consultant desires to terminate or substitute a DBE subcontractor listed in its “**Exhibit B**” and intends to perform the work of the terminated DBE subcontractor with either its own forces or those of another subcontractor, it must first submit to the Authority’s DBE Office a Request for Approval of Change to Original List of Subcontractors, along with written documentation explaining the specific reasons for the change. The Consultant must obtain approval from the Authority prior to the substitution of the original DBE subcontractor. If a terminated DBE subcontractor is substituted by another DBE subcontractor, the Consultant should include the name, address, certification number, and principal office of the proposed DBE business. The Consultant must make good faith efforts to replace one DBE with another.

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

8. **Compliance and Enforcement.** Before final payment will be made by the Authority, the Consultant shall provide the final accounting of DBE participation. The Authority may withhold payment to the Consultant pending compliance with this closeout requirement. Any reduction or change by the Consultant in a DBE subcontract, in the total DBE participation, or in DBE subcontractors, without the prior written approval of the Authority's DBE Office, will be considered an unauthorized DBE subcontractor substitution and will not be counted as participation. A DBE subcontract dollar value that is decreased by a change order or Amendment issued by the Authority will not constitute an unauthorized subcontractor substitution. The Consultant’s failure to comply with the DBE participation requirements or any other part of the DBE program may result in termination of the Contract and may also result in the Authority issuing

an unfavorable performance review of the Consultant. The Authority may consider the Consultant's failure to comply when evaluating the Consultant for subsequent contracts and work orders. The Consultant may submit an explanation to be retained with the Contract file to document the reasons for its failure to comply with the DBE requirements.

XIV. Drug-Free Workplace

The Consultant and its subcontractors shall maintain a drug-free workplace and otherwise comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C. §§ 701-707. Without in any way limiting the foregoing, the Consultant and its subcontractors shall provide a drug-free workplace by:

1. Publishing a statement (1) notifying employees that unlawfully manufacturing, distributing, dispensing, possessing, or using a controlled substance in the Consultant's (subcontractors') workplace is prohibited; and (2) specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Consultant's (subcontractors') policy of maintaining a drug-free workplace;
 - c. Any drug counseling, rehabilitation, and employee assistance programs that are available; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of this Contract be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under this Contract, the employee will abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction;
5. Notifying the Authority within ten (10) days of receiving notice under subparagraph (4) from an employee, or within ten (10) days of otherwise receiving actual notice of an employee's conviction;
6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (5), with respect to any employee so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such an employee to satisfactorily participate in and complete a drug-abuse assistance or rehabilitation program that is approved by a federal, state, or local health or law enforcement agency, or other appropriate agency as may be the case; and

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (1), (2), (3), (4), (5) and (6).

XV. Prohibition against contracting with scrutinized companies

By entering into this Contract:

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

XVI. Subcontracts

1. The Consultant shall be fully responsible for the performance of all services under this Contract, including when the services are performed by a subcontractor or supplier. At all times, the Consultant shall be responsible for the effort, activity, and quality of services of its subcontractors and suppliers, and at no time shall the Authority have any responsibility for or contractual relationship with any such subcontractors or suppliers, whether by reason of the above-stated references, consent, approval, or otherwise.
2. The Consultant shall utilize those subcontractors who were identified in its Proposal, except that the Consultant shall not subcontract with a proposed person or entity to whom the Authority has made reasonable and timely objection.
3. When the subcontract is to provide services, the subcontract shall include the specific key staff members, man-hours, rates, tasks assigned, and all other costs and compensation associated with carrying out the services.
4. The Supplier shall maintain records of payments to all subcontractors for five (5) years following the completion or termination of this Contract, and records of such shall be made available to the Authority immediately upon request. The Supplier shall report to the Authority, on the form included as **Attachment C**, the portion of each payment made by the Authority (directly or indirectly) which is owed by the Supplier to a subcontractor, and whether such subcontractor is or is not a DBE firm.
5. Prompt Payment (49-CFR Part 26.29). Prime contractors are required to pay all subcontractors, to include DBE subcontractors, for satisfactory performance of their contracts within seven (7) business days from receipt of each payment from the JTA. Failure to comply may result in future withholdings of prime contractor's reimbursements and/or other sanctions until the prime contractor ensure all subcontractors are being promptly paid for all work performed.
6. The Supplier shall insert the appropriate provisions from the Solicitation and this Contract in all subcontracts under this Contract. Including any applicable Required Clauses For FTA-Assisted Contracts. The prime Supplier or Contractor shall also require all subcontractors of any tier to insert these clauses into all lower tier

subcontracts, without modification. The prime Supplier or Contractor shall be responsible for compliance by any subcontractor or any lower tier subcontractor with the clauses and shall ensure that this contract and all subcontracts of any tier are performed in accordance with the contract provisions.

XVII. Non-exclusive Contract

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

XVIII. No Waiver

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

XIX. Public Records and Related Inquiries

1. The Consultant acknowledges that the Authority is subject to the Florida Public Records Law, the Government in the Sunshine Act, and possibly the Freedom of Information Act (FOIA), and that in compliance therewith, at the sole discretion of the Authority, the Authority may disseminate or make available to any person, without the consent of the Consultant, information regarding this Contract, including but not limited to information in the: responses; requirements; specifications; drawings; sketches; schematics; models; samples; tools; computer or other apparatus programs; or technical information or data, whether electronic, written, or oral, furnished by the Consultant to the Authority under this Contract, and that copies of work products and related materials prepared or received by the Consultant under this Contract are public records.
2. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Consultant in conjunction with this Contract. Specifically, if the Consultant is acting on behalf of the Authority, the Consultant shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services being performed by the Consultant;
 - b. Provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law;
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

- d. Meet all requirements for retaining public records; transfer, at no cost to the Authority, all public records in possession of the Consultant upon termination of the Contract; and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.
3. The Consultant shall immediately provide the Authority with a copy of any Request to Inspect or Copy Public Records in possession of the Consultant and the Consultant shall also promptly provide the Authority with a copy of the proposed response to each such request. No release of any such records by the Consultant shall be made without approval of the Authority. The Consultant's failure to grant approved public access will be grounds for immediate termination of this Contract by the Authority.
4. Media and Other Inquiries. All media and other inquiries concerning the services shall be directed to the Authority's Assistant Vice President of Public Affairs. The Contractor shall not make any statements, press releases, or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, without the Authority's written consent. However, the Contractor may communicate directly with public agencies when required to do so as part of the services to be performed hereunder.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONSULTANT MUST CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS, WHO CAN BE REACHED AT: (904) 632-5221; PUBLICRECORDS@JTAFLA.COM; OR "JACKSONVILLE TRANSPORTATION AUTHORITY, PUBLIC RECORDS" 121 WEST FORSYTH STREET, SUITE 200 JACKSONVILLE, FLORIDA 32202.

XX. Contract Administration

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

To Authority: Jacksonville Transportation Authority
 Procurement Department
 121 West Forsyth Street, Suite 200
 Jacksonville, Florida 32202

To Consultant: Capital City Consulting, LLC
Nicholas V. Iarossi
101 East College Avenue, Suite 502
Tallahassee, FL 32301

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

1. Entire Agreement. This Contract shall constitute the entire agreement between the Authority and the Consultant relating to the work.
2. Consultant is not Authority's Agent. The Consultant is not authorized to act as the Authority's agent and shall have no authority, expressed or implied, to act for or bind the Authority, unless otherwise expressly set forth for a particular purpose in a separate writing by the Authority.
3. Compliance with Supplier Code of Business Conduct. The Consultant shall, at all times throughout the duration of this Contract, comply with the Authority's Supplier Code of Business Conduct which is made a part hereof by reference. Failure of the Consultant to abide by the Supplier Code of Business Conduct may lead to disciplinary measures commensurate with the violation, including but not limited to termination of this Contract.
4. Compliance with Nondiscrimination and Other Laws. The Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the DOT Title 49, CFR, Part 21, as they may be amended from time to time, which are hereby incorporated herein by reference and made a part of this Contract. The Consultant shall also comply with the following civil rights regulations, as may be amended from time to time, which are incorporated herein by reference: 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, and 41 CFR Part 60. The Consultant, at its sole cost and expense, shall comply with applicable laws, regulations, ordinances, and rules of governmental agencies (including as applicable, the FHWA, FTA, OSHA, applicable State of Florida agencies, including the FDOT, the St. Johns River Water Management District (SJRWMD), the Authority, and the City of Jacksonville (CoJ)). Consultant shall secure all required licenses and permits necessary to the performance of the work at its sole cost and expense.
5. Compliance with Federal Regulations. The Consultant shall comply with all federal lobbying regulations as referenced in the Solicitation, including but not limited to: 31 U.S.C. 1352, 2 CFR part 1201, and 49 CFR Part 20. The Consultant shall comply with all federal clean air regulations including but not limited to: 42 U.S.C. 7401, 40 CFR 15.61, and 2 CFR part 1201. The Consultant shall also comply with all energy conservation requirements including but not limited to: 42 U.S.C. 6321 and 2 CFR part 1201. In addition, the Consultant shall comply with all cargo preference requirements as referenced in the Solicitation, including but not limited to: 46 U.S.C. 1241 and 46 CFR 381. Lastly, the Consultant shall abide by all federal change requirements as explained in 2 CFR part 1201 which is incorporated herein by reference.
6. Governing Laws. This Contract and the rights of all Parties hereunder shall be construed and enforced in accordance with the laws of the State of Florida.

7. Severability. If any provision of this Contract is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.
8. Advertising. Consultant will not use the name of the Authority or quote the opinion of any employees of the Authority or refer to the Authority directly or indirectly in any promotional literature or correspondence, news release, advertisement, or release to any professional or trade publications without receiving specific written approval for such use or release from the Authority. However, this paragraph will in no way limit the Consultant's ability to satisfy any governmental required disclosure of its relationship with the Authority.
9. Assignments. This Contract is binding upon the Parties hereto and their respective successors and assigns. The Consultant shall not assign, sell, or transfer its interest in this Contract without the Authority's express written consent. Any such assignment by the Consultant must contain a provision allowing the Authority to assert against any assignee, any and all defenses, setoffs, or counterclaims which the Authority would be entitled to assert against the Consultant.
10. Modifications. This Contract may be modified or amended only by a writing signed by each of the Parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing, or modifying this Contract. No additional services shall be performed until such additional services are provided for in an Amendment executed by both Parties.
11. Force Majeure. Neither the Authority nor the Consultant shall be liable for any delay or failure in performance solely caused by acts beyond such Party's control, including, without limitation, acts of God, war, vandalism, strikes, labor disputes, sabotage, hurricanes, fires, floods, acts of governmental agencies, or unforeseen interruptions of utility services.
12. Consent to Jurisdiction. The Consultant and the Authority agree that any suit, action, or other legal proceeding arising out of or relating to this Contract shall be brought in the Circuit Court of Duval County, and each Party hereby consents to the jurisdiction of each such court over any such suit, action, or proceeding, and waives any objection which it or they may have to the laying of venue of any such suit, action, or proceeding, and any of such courts. This provision is a material inducement for the Authority and the Consultant entering into the transactions contemplated hereby.
13. Prevailing Party Attorneys' Fees. In the event one Party shall prevail in any action (including appellate proceedings) at law or in equity arising hereunder, the losing Party will pay all costs, expenses, reasonable attorneys' fees, and all other actual and reasonable expenses incurred in the defense and/or prosecution of any legal proceeding, including, but not limited to, those for paralegal, investigative, and legal support services, and actual fees charged by expert witnesses for testimony and analysis incurred by the prevailing Party referable thereto.
14. Member Protection. No recourse under or upon any obligation, covenant, or agreement contained in this Contract or any other agreements or documents pertaining to the work, as such may from time to time be altered or amended in accordance with the provisions

hereof, or under any judgment obtained against the Authority or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, whether under or independent of this Contract, shall be had against any Board Member, officer, employee or agent, as such, past, present or future, of Authority either directly or indirectly, for any claim arising out of this Contract, or for any sum that may be due and unpaid by the Authority. Any and all personal liability of every nature, whether at common law, in equity, by statute, by constitution or otherwise, of any Authority member, officer, employee, or agent as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Contract, or for the payment for or to the Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Contract.

15. No Third-Party Beneficiaries. The Parties hereby set forth their intention that there are not and never shall be any third-party beneficiaries of this Contract or of any work or Purchase Order authorized hereunder. The Parties expressly intend that the Authority has no obligation to or relationship with any subcontractor that may be utilized by Consultant.
16. Counterparts and Electronic Signatures. This Contract may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts will together constitute one and the same instrument, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. The counterparts of this this Contract and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.
17. Exhibits. The following Exhibits are hereby incorporated into this Contract as part hereof as though fully set forth herein.

Exhibit A, Scope of Work
Exhibit B, Proposal Pricing Form
Exhibit C, Subcontractor Utilization Form
Exhibit D, Consultant's Request for Payment Form
Exhibit E, Required Forms

(Signature Page Follows)

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

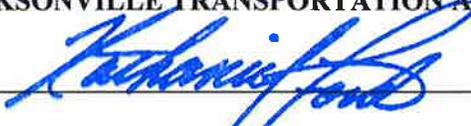
CAPITAL CITY CONSULTING, LLC:

By: 

Printed Name: Nicholas Iarossi

Title: Owner

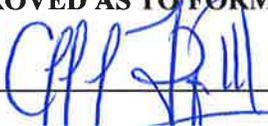
JACKSONVILLE TRANSPORTATION AUTHORITY:

By: 

Printed Name: Nathaniel R. Ford Sr.

Title: Chief Executive Officer

APPROVED AS TO FORM:

By: 

Printed Name: Cleveland Ferguson III

Title: SVP/Chief Administrative Officer

Execute in Triplicate Distribution:

1. Capital City Consulting, LLC
2. JTA Procurement Department
3. JTA Project Manager – User Department

Exhibit A - Scope of Work
(on following pages)

EXHIBIT A – SCOPE OF WORK

The Jacksonville Transportation Authority (JTA) is an independent agency of the State of Florida serving Northeast Florida with multimodal transportation and facilities, including: fixed route, Bus Rapid Transit, Alternative Transit Solutions, an Automated People Mover known as the “Skyway”, paratransit services, and the Saint Johns River Ferry. The JTA also designs and constructs road and highway infrastructure projects. In addition, the JTA is implementing a cutting-edge and transformational program known as the Ultimate Urban Circulator (U²C) that will focus on integrating newer technologies to implement an automated transit network in Jacksonville.

The JTA was originally created in 1955 by a special act of the Florida Legislature as the Jacksonville Expressway Authority to construct roadway extensions, as well as operate and maintain the Jacksonville Expressway System. In 1971, the agency officially became the JTA when it merged with the Jacksonville Coach Company, a privately owned entity operating local bus service. The JTA’s role was expanded to include acquisition and provision of public transit service for Duval County. Chapter 349, Florida Statutes also authorizes the JTA to serve neighboring counties through the establishment of an Interlocal Agreement. The JTA has Interlocal Agreements with the neighboring counties of Clay, Baker and Nassau, making JTA a regional provider of dynamic transportation solutions.

The JTA has provided some of Jacksonville’s most significant transportation facilities and through its planning and transportation services, connects customers to full-time employment opportunities, retail centers and health care facilities. JTA has received substantial funding from local, state and State governments. The JTA receives an annual appropriation to handle the county’s transit dependent transportation services. In 2014, the Jacksonville City Council extended the local option gas tax to 2037. As a part of that extension, the JTA agreed to build a number of roads left over from the Better Jacksonville Plan as well as to accept the transfer of the Saint Johns River Ferry.

The JTA frequently partners with the Florida Department of Transportation (FDOT) to advance transportation infrastructure projects and services. For example, FDOT has been a prominent partner in supporting JTA’s BRT network, known as the First Coast Flyer.

With the transition of new leadership in the Executive Branch of the State of Florida, as well as with new legislative leadership, the JTA is interested in receiving and evaluating proposals from highly experienced consulting firms with expertise in administrative processes at the State level. In addition to presenting a team with strong relationships and insight into the processes and inner workings of governmental entities such as FDOT, State Senate and State House of Representatives. As program manager for such important transportation and infrastructure projects in Duval County and Northeast Florida, JTA needs to have key contacts within these branches of governments and their respective state dependencies to expedite and resolve complex and technical issues that are commonly associated with transportation and infrastructure projects, as well as those issues relating innovation opportunities with job-creation, green technologies, safety and security (including cyber security) and piloting infrastructure improvements related to the transit industry.

JTA is opening a State Government Relations Services Contract that will support, assist and advocate for JTA’s projects and initiatives at the Executive and Legislative Branch of the State of Florida as described in the scope of services section below. This contract will be managed

by the Public Affairs Department of the Administration Division. In accordance, these contracts will be managed by the Assistant Vice President for Public Affairs, as well as the Director for Government & Industry Affairs.

Services to include (but not be limited to) the following:

- 1.1 Consultants will provide government affairs services at the state level, with special focus on the Florida Department of Transportation, the State Senate, the State House of Representatives, and the Governor's Office, among others.
- 1.2 Consultants will provide advocacy, strategic communication, and technical expertise, associated with JTA's projects and initiatives, such as the Ultimate Urban Circulator, the First Coast Flyer, JTAMobilityWorks, among other strategic projects and initiatives.
- 1.3 Consultants will be familiar with programs, grants, and activities of state agencies and advise JTA of funding opportunities on which JTA may submit/request funding application(s).
- 1.4 Consultants will provide knowledge and guidance on current laws, rules, regulations, procedures, and forthcoming policies of State of Florida's Government.
- 1.5 Consultants will provide keen knowledge and expertise on executive and legislative process such as, but not limited to: budget approval, appropriations, legislative session, and legislative hearings, among others.
- 1.6 Consultants will monitor rule-making, and advice the JTA regarding proposed rules and regulations that can/could materially impact the JTA operations, finances and strategic projects.
- 1.7 Consultants will monitor legislative activities, and advise the JTA of legislative activity that might materially impact JTA operations, finances and strategic projects.
- 1.8 Consultants will represent, upon direct JTA request, in hearings, meetings, and other interaction with governmental unit of the State of Florida, such as FDOT, Legislative Committees, delegation members, among others.
- 1.9 Consultants will schedule meetings that create, enhance or strengthens key relationships.
- 1.10 Consultants will have relationship with state industry organizations that advocate for the transportation industry principles, example of these are the Florida Public Transportation Association (FPTA), TEAMFL, among others.
- 1.11 Consultants will advise JTA on opportunities for agency representatives to serve on advisory boards to State Government.
- 1.12 Consultants will perform services not specifically enumerated but similar in nature as the need might arise from time to time, at the direction of the JTA's Public Affairs Department.
- 1.13 Consultants will file any required lobbyist disclosure reports in a timely manner.
- 1.14 Consultants will attend regularly scheduled calls and meetings, and submit an activities report as requested by the Chief Executive Officer, the Senior Vice President of Administration, the Assistant Vice President for Public Affairs, and/or the Director of Government & Industry Affairs.

Exhibit B – Proposal Pricing Form
(on following pages)

Proposal Pricing Form

The Proposer agrees to perform all of the services within the specified time and in accordance with the specifications, terms and conditions of the Contract, Solicitation documents and any Addenda thereto, in accordance with the following PROPOSAL PRICE.

Please submit supporting documentation explaining all appropriate costs, inclusive of a rate chart, for the requested services the Consultant will provide to the JTA under this contract, per 48 CFR Chapter 1, Part 13. Please note that the referenced list under 48 CFR Chapter 1 Part 13 does not cover every element of costs that may exist. *All rates/fees are subject to negotiations.

Please indicate all related Travel and Per Diem Expenses (if applicable): Expenses should include detailed estimated expenses for air/land travel, hotel accommodations, per diem and any other appropriate associated costs.

Total Monthly Fee written in words: 5,000 per month, inclusive of all expenses

Failure to provide supplementary documentation detailing the Consultant's rationale behind the proposed pricing can result in non-responsive ruling and no further evaluation of the proposal will be considered.



SIGNATURE OF PROPOSER'S AUTHORIZED REPRESENTATIVE

Consultant's Legal Name: Capital City Consulting,

Business Structure of Consultant (Corp, JV, LLC etc

Federal ID No.: _____

D & B No: _____

Primary Address: _____

Name & Telephone of Contact Person: _____

Exhibit 'C' - Subcontractor Utilization Form
(on following pages)

Exhibit 'D' – Consultant's Request for Payment Form
(on following pages)

Payment Period: _____

Contractor/Consultant: _____

DBE NON-DBE

Project Name: _____

Solicitation No.: _____

Contract Date: _____

Name of Business Performing Work (Subcontractor/Subconsultant)	Certification Status (DBE or NON-DBE)	Description of Commodity, Material, or Service	Contact Name/Telephone	Amount Invoiced this Period	Amount Invoiced To Date
					\$
					\$
					\$
					\$
					\$
					\$
Dollar Amount of Work Completed by Non-DBE Subcontractors/Subconsultants					\$
Dollar Amount of Work Completed by DBE Subcontractors/Subconsultants					\$
Dollar Amount of Work Completed by the Prime					\$
Total Dollar Amount Requested for Payment					\$

All **DBE** Subcontractors/Subconsultants/Suppliers must be certified as such by the JTA. It is understood that the JTA may audit any and/or all records of the Contractor/Subcontractors/Subconsultants/Suppliers and conduct interviews of owners, principals, officers, employees and applicable Contractor/Subcontractors/Subconsultants/Suppliers participating on the Contract. The JTA DBE Office reserves the right to ensure compliance with the JTA's **DBE** program to include status reports and audit of submitted **DBE** information as deemed necessary.

CONTRACTORS/CONSULTANT'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. The DBE Office reserves the right to recommend an audit on the submitted **DBE** information as deemed necessary.

Name and Title: _____
(Please print or type)

Signature: _____

Date: _____

Note: All Prime Contractors/Consultants are required to pay all Subcontractors/Subconsultants/Suppliers within seven (7) business days of receipt of payment from JTA. This is in accordance with JTA's Prompt Payment provision. Failure to comply may result in future withholdings of prime consultant's reimbursements and/or other sanctions until the prime consultant ensures that all Subcontractors/Subconsultants/Suppliers are promptly paid for the work they have performed. Contact JTA's Diversity & Equity Program Office with any questions about the Prompt Payment provision.

Revised: March 24, 2015

Exhibit 'E' – Required Forms
(on following pages)



Acknowledgement of Receipt of Addenda

I hereby certify that I have read and understand and certify the truthfulness of the required statements of the Solicitation and acknowledge receipt of the following Addenda issued during the advertisement period for this Solicitation.

Addendum	Dated	Signature/Title
No. <u>1</u>	<u>7/29/2019</u>	<u>Tina Roberts, Interim Sr. Mgr. Procurement</u>
No. <u>2</u>	<u>8/5/2019</u>	<u>Tina Roberts, Interim Sr. Mgr. Procurement</u>
No. _____	_____	_____
No. _____	_____	_____
No. _____	_____	_____

Signature of Proposer's Authorized Representative: 

Typed/Printed Name: Nicholas V. Iarossi

Title: Member Date: 8/15/2019





Certification Regarding Lobbying

Pursuant to 49 CFR Part 20 for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Bidder certifies, to the best of his or her knowledge and belief that it complies with 31 USC §1352, as amended, 49 CFR Part 20, to the extent consistent with as necessary by 31 USC § 1352, as amended and all other applicable federal and state lobbying restrictions and specifically that:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a state legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Bidder's/Subcontractor's Authorized Official: 

Printed Name of Bidder/Subcontractor: Capital City Consulting, LLC

Printed Name: Nicholas V. Iarossi Title: Member

Date: 8/15/2019





Confidentiality and Nondisclosure Terms

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. Additionally, "Confidential Information" shall also include any and all personal, protected or otherwise sensitive information which the Receiving Party might be exposed to during the day to day operations of the Disclosing Party.
2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.
8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

(signature page follows)





P-19-025 State Government Affairs Services Contract

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

(Firm Name):

By:  _____

Printed Name: Nicholas V. Iarossi

Title: Member

JACKSONVILLE TRANSPORTATION AUTHORITY:


By: _____

Printed Name: Nathaniel P. Ford Sr.

Title: Chief Executive Officer





Conflict of Interest Certification

Proposers must execute either Section 1 or 2 to certify compliance with Florida Statutes §112.313, 49 CFR 18.36(b)(3) and the FTA Master Agreement Section 3 (Ethics) ("Ethics Regulations").

No Authority Board Member, employee, officer, agent or any immediate family member or partner of any of the above, or an organization which employs or is about to employ any of the above, that has a financial or other interest in the Proposer may participate in the selection for award or award funding or administer the Contract involving the Proposer. None of the above has received any gift from the Proposer. The Contractor shall obtain this certification from all subcontractors and forward it to the Authority if Section 2 has been completed by the subcontractor.

SECTION 1

The undersigned understands the requirements of the Ethics Regulations and certifies that no real, apparent or potential conflict of interest exists.

Signature of Proposer's/Subcontractor's Authorized Official: 

Printed Name of Proposer/Subcontractor: Capital City Consulting, LLC
Printed Name: Nicholas V. Iarossi Title: Member
Date: 8/15/2019 FEI/EIN #: 01-0759013 Dun's #: _____

SECTION 2

The undersigned understands the requirements of the Ethics Regulations and certifies that the only real, apparent or potential conflicts of interest are not substantial and are hereby disclosed in full.

Names of individuals and nature of their interest in Proposer/Subcontractor:

Signature of Proposer's/Subcontractor's Authorized Official: 

Printed Name of Proposer/Subcontractor: Capital City Consulting, LLC
Printed Name: Nicholas V. Iarossi Title: Member
Date: 8/15/2019 FEI/EIN #: 01-0759013 Dun's #: _____





Certification of Proposer Regarding Debarment

The Proposer must complete the following certification statement. The Proposer must indicate its response by inserting a checkmark (☐) in the space following the applicable response.

Certification:

The Proposer certifies that it, its principals, and any key team members:

are
 are not

presently suspended, debarred, excluded, or otherwise disqualified from participation in this federally assisted project by any federal department or agency.

If a Proposer responds in the affirmative to the above certification, and the contract exceeds or is expected to exceed \$25,000, the Proposer is ineligible to receive an award.

Lower Tier Contractors:

The successful Proposer, by administering each lower tier subcontract for this project that exceeds \$25,000, must verify that each lower tier subcontractor, at any tier, is not presently suspended, debarred, excluded, or otherwise disqualified from participation in this federally assisted project.

The successful Proposer certifies that it will accomplish this by:

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

On-Going Obligation of Successful Proposer:

The successful Proposer must provide immediate written notice to the Authority if it learns either that:

- a) it failed to disclose information earlier, as required by 2 C.F.R. § 180.355; or,
- b) (b) due to changed circumstances, it or any of the principals or any of its key team members for this project now meet any of the criteria in 2 C.F.R. § 180.355.

Termination for Failure to Disclose:

If the Authority later determines that the successful Proposer failed to disclose to the Authority that either it, **its principals, or its key team members** were suspended, debarred, excluded, or otherwise disqualified at the time it made this certification or entered the contract for this project, the Authority will terminate the contract.

The foregoing is hereby certified and acknowledged by the undersigned.

Proposer's Legal Name: Capital City Consulting, LLC

Proposer's Signature: 

Business Structure of Proposer (corp, jv, llc, etc.): LLC

Primary Address: 101 East College Avenue, Suite 502, Tallahassee FL 32399

Name and Telephone Number of Contact Person: Nicholas V. Jarossi, 850-222-9075





Equal Opportunity Report Statement

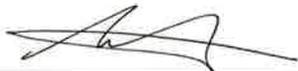
AS REQUIRED AT 41-CFR-60-1.7(b)

The Proposer shall complete the following statement by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of bid:

- 1. The Proposer has ___ has not X developed and has on file at each establishment a affirmative action program pursuant to 41-CFR-60-1.40 and 41-CFR-60-2.
- 2. The Proposer has ___ has not X participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.
- 3. The Proposer has ___ has not X filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report). (Ref. Page GP-80)
- 4. The Proposer does ___ does not X employ fifty (50) or more employees.

If the Proposer has participated in previous contracts subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Proposer shall submit a compliance report on Standard Form 100 "Employee Information Report EEO-1" prior to the award of Contract.

The Proposer shall obtain an Equal Opportunity Report Statement from each subcontractor when the value of the subcontract exceeds \$50,000.

By: 

For: Capital City Consulting, LLC
(Proposer's Name)

Nicholas V. Iarossi, Member
Printed Name & Title of Signing Official





P-19-025 State Government Affairs Services Contract
JACKSONVILLE TRANSPORTATION AUTHORITY

Intent to Contract as a DBE Subcontractor/Subconsultant

PROPOSAL/SOLICITATION NUMBER: _____

Pursuant to DBE policy, businesses participating in the JTA's DBE Program must be certified by the Florida Uniform Certification Program (UCP) at the time of submittal of bid. The firm must be listed in the Florida UCP/DBE directory as a certified <http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

1. Name of Prime Contractor/Consultant _____

2. Address, City, State and Zip _____

3. FEIN Number of DBE Firm _____ - _____

4. The DBE subcontractor/subconsultant listed below is certified by which member agency a UCP?
 JTA FDOT GOAA (Orlando Airport) Volusia County Miami/Dade County Duval County
 HCAA (Hillsborough County) City of Tallahassee Lee County Port Kern County

5. The undersigned DBE firm is prepared to perform the following described work and material listed in connection with the above project (where applicable specify "supply or "install")

_____ and at the following price \$ _____. With respect to the subcontract described above, _____% of the dollar value of such subcontract will be sublet and the following DBE firm:

Name of DBE Firm Address City and State Zip Telephone

Signature of Owner, President or Authorized Agent of DBE Firm Name of Signer Date

DECLARATION OF PRIME CONTRACTOR/CONSULTANT

I HERBY DECALRE AND AFFIRM that I am _____

(Title Declarant)
and duly authorized representative of _____
(Name of Prime Contractor/Consultant)

to make this declaration I have personally reviewed the materials and facts set forth in this Intent to Perform form. To the best of my knowledge and belief, the facts and representations contained in this form are true, the owner or authorized agent of the prime contractor/consultant has signed this form in the place indicated, and no material facts have been omitted.

Except as authorized by a Diversity & Equity Manager or his/her designee, the undersigned will enter into a formal agreement with the JTA for DBE business for work indicated by this form prior to the effective start date of the contract. The undersigned is requested, provide the JTA Diversity & Equity Manager or his/her designee a copy of that agreement.

The Contractor/Consultant designated the following person as its DBE Liaison Officer:

Please Print Name Phone

Pursuant to State Law, any person (entity) who makes a false or fraudulent statement in connection with the participation of a DBE in any locally funded project or otherwise violates applicable program requirements may be referred for prosecution.

Name of Declarant

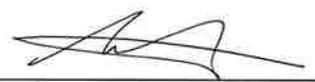
Litigation Disclosure Form

P-19-025 State Government Affairs Services Contract

Provide information, including case name, case number, court in which the case was filed, and a short description of the case regarding any litigation in which your firm, company or any individual who holds equity or is involved in the project is or has been a party to and took a position adverse to the JTA.

CASE NAME	CASE NUMBER	COURT	DESCRIPTION
NONE	n/a		

71 of 83

By:  _____

For: Capital City Consulting, LLC
(Company Name)

Nicholas V. Iarossi Member
Printed Name & Title of Signing Official

P-19-025 State Government Affairs Services



Local Business Verification Form

Local Business Preference Area (LBPA): Baker, Clay, Duval, Nassau, and St. Johns Counties
 (Submit this form with your bid/proposal ONLY if you qualify for the Local Business Preference Area)

Name of Business:			Nature of Business:
Physical Address of Business: (not a PO Box)			
City / State / Zip			
Local Phone Number:		Fax Number:	
Date Business was established in LBPA:		Number of Employees:	
County Location:		County Email:	
Owners Name:			
Business License County:		Date License Issued:	

Not Applicable

You **MUST** include the following information with the return of the affidavit:

- Current Business, County and Professional Licenses.
- If a tie occurs between Local Businesses or Local Bidders, then you will be requested to submit an Employee Affidavit to include Name, Date of Hire, City, County and Zip Code for the employee(s) in the LBPA.

I certify that the information is correct and I understand that failure to sign this form and any material misrepresentation will constitute a material irregularity and will result in the disqualification of my bid for status "Local Business Preference".

Authorized Signature: _____ Date: _____
 Title: _____

and subscribed before me this _____ day of _____, 20_____.

(Affiant's Printed Name)

He/She is personally known by me or has produced _____ as identification.

State of _____

Notary seal

(Signed by Notary)

(Notary's Printed Name)

My Commission Expires: _____

Non Performance Acknowledgement Form

The JTA will also maintain a record of any and all complaints received from private property owners. Vendors will be made aware of the complaints by e-mail affording them the opportunity to correct the problem. Continued complaints or an excessive number of complaints over a period of time or excessive frequency will be reason for cancellation of service contract. The decision of the JTA as to what constitutes excessive complaints or excessive frequency will be final. The JTA reserves the right to cancel this award without prior notification of this action. Effective date of cancellation may be immediate if in the opinion of the JTA that the situation so warrants. Decision of the JTA concerning the cancellation date will be final.

In the event of immediate award cancellation, the notifications of such cancellation may be verbal by way of a telephone call. At which time all work under this contract shall cease. Any verbal cancellations will be confirmed by way of a written letter of cancellation.

The Owner shall recover any costs associated with non-performance issues identified during regular and random inspections. Groups I, III, IV and V, within (24 hrs.) next business day of written or e-mail notice from the Owner; the Contractor must correct and report in writing the identified issue. Group II must be corrected before 10:00 AM and 3 PM. If the Contractor fails to respond or if the owner re-inspects after 24 hour notice has been given and has not been corrected, it will result in a reduction from the next monthly invoice the amount of the unit cost for the performance issues identified. The cost shall be treated separately from all assessments.

PAYMENT FOR NON PERFORMANCE ACKNOWLEDGEMENT:



VENDORS AUTHORIZED SIGNATURE

8/15/2019

DATE

Non-Collusion Proposal Certification

By submission of this proposal, each Proposal and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- I. The prices in the Proposal have been arrived at independently without collusion, consultation, communication or agreement, with any other Proposer or with any other competitor for the purpose of restricting competition as to any other matter relating to such prices.
- II. Unless otherwise required by law, the prices which have been noted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor and,
- III. No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a Proposal for the purpose of restricting competition.



Signature of Proposer's Authorized Representative

8/15/2019

Date

Nicholas V. Larossi

Typed/Printed Name

Member

Title



**JACKSONVILLE
TRANSPORTATION
AUTHORITY**

Past Experience/Performance Reference Information Forms

1. Complete name of Government agency, commercial firm, or other organization City of Venice	
2. Complete address 401 West Venice Avenue Venice, Florida 34285	
3. Contract number or other reference CCC	4. Date of contract 2015
5. Date work was begun 2015	6. Date work was completed 7. Ongoing
8. Estimated contract price 60,000 annually	8. Final amount invoiced or amount invoiced to date
9. Technical point of contact (name, title, address, telephone no. and email address) Ed Lavallee 941-882-7399 elavallee@venicegov.com	10. Location of work (country, state or province, county, city) Tallahassee, FL
<p>11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by JTA). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)</p> <p>Identify funding and grant opportunities through the Florida Department of Transportation, Florida Legislature and other state opportunities. The scope of work for the City of Venice is consistent with the portion of the JTA scope that relates to state funding opportunities, although obviously, the road projects sought by the city are funded by different sources than those that would be pursued for JTA projects.</p>	
12. Current status of contract: Ongoing	
13. Signature of Bidder Date 8/15/2019 	14. Print Name of Bidder Nicholas V. Iarossi

Instructions: Provide information requested in sections 1 through 14. Form must be filled out completely and signed by the Bidder.



**JACKSONVILLE
TRANSPORTATION
AUTHORITY**

PAST EXPERIENCE/PERFORMANCE REFERENCE INFORMATION FORM

13. Complete name of Government agency, commercial firm, or other organization Palm Beach County Sheriff	
14. Complete address 3228 Gun Club Rd. West Palm Beach, FL. 33406	
15. Contract number or other reference CCC	16. Date of contract 2014
17. Date work was begun 2014	18. Date work was completed 19. Ongoing
20. Estimated contract price \$13,000/month	8. Final amount invoiced or amount invoiced to date
21. Technical point of contact (name, title, address, telephone no. and email address) Sheriff Ric Bradshaw 3228 Gun Club Rd. West Palm Beach, FL. 33408 561-253-5169 BradshawR@pbsco.org	22. Location of work (country, state or province, county, city) Tallahassee, FL
23. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by JTA). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.) On behalf of the Palm Beach County Sheriff's Office we work with the Florida Legislature and Governor's Office to seek state appropriations for special initiatives sought by the Office. Additionally we monitor legislation for policy changes that have both positive and negative impacts on the Office.	
24. Current status of contract: Ongoing	
13. Signature of Bidder Date 8/15/2019 	14. Print Name of Bidder Nicholas V. Iarossi

Instructions: Provide information requested in sections 1 through 14. Form must be filled out completely and signed by the Bidder.



**JACKSONVILLE
TRANSPORTATION
AUTHORITY**

PAST EXPERIENCE/PERFORMANCE REFERENCE INFORMATION FORM

1. Complete name of Government agency, commercial firm, or other organization Whitaker Contracting Corporation	
2. Complete address 92 Convict Camp Rd, Guntersville, AL 35976	
3. Contract number or other reference CCC	4. Date of contract 2017
5. Date work was begun 2017	6. Date work was completed 7. Ongoing
8. Estimated contract price 60,0000 annually	8. Final amount invoiced or amount invoiced to date
9. Technical point of contact (name, title, address, telephone no. and email address) Lenn Morris lmorris@whitaker-contracting.com (205) 602-4103	10. Location of work (country, state or province, county, city) Florida - statewide
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by JTA). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.) Secure approval for placement of Whitaker Contracting's high density mineral bond product on the Florida Department of Transportation's Innovative Product list. Identify and obtain contracting opportunities with FDOT and other government agencies. Increase brand awareness and use of the product within the State of Florida.	
12. Current status of contract: Ongoing	
13. Signature of Bidder Date 8/15/2019 	14. Print Name of Bidder Nicholas V. Iarossi

Instructions: Provide information requested in sections 1 through 14. Form must be filled out completely and signed by the Bidder.

Proposal Pricing Form

The Proposer agrees to perform all of the services within the specified time and in accordance with the specifications, terms and conditions of the Contract, Solicitation documents and any Addenda thereto, in accordance with the following PROPOSAL PRICE.

Please submit supporting documentation explaining all appropriate costs, inclusive of a rate chart, for the requested services the Consultant will provide to the JTA under this contract, per 48 CFR Chapter 1, Part 13. Please note that the referenced list under 48 CFR Chapter 1 Part 13 does not cover every element of costs that may exist. *All rates/fees are subject to negotiations.

Please indicate all related Travel and Per Diem Expenses (if applicable): Expenses should include detailed estimated expenses for air/land travel, hotel accommodations, per diem and any other appropriate associated costs.

Total Monthly Fee written in words: 5,000 per month, inclusive of all expenses

Failure to provide supplementary documentation detailing the Consultant's rationale behind the proposed pricing can result in non-responsive ruling and no further evaluation of the proposal will be considered.



SIGNATURE OF PROPOSER'S AUTHORIZED REPRESENTATIVE

Consultant's Legal Name: Capital City Consulting,

Business Structure of Consultant (Corp, JV, LLC etc

Federal ID No.: _____

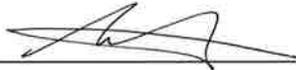
D & B No: _____

Primary Address: _____

Name & Telephone of Contact Person: _____

Proposed Contract Modification(s) Form

Proposer is in agreement with all proposed language indicated in the sample contract included in this solicitation.

Signature of Proposer's Authorized Official:  Date: 8/15/2019

Printed Name of Proposer: Nicholas V. Iarossi Title: Member

The Proposer would like to suggest the following modifications be consider for application to the contract. And understands that all proposed modifications are subjected to negotiations. *Please include red-lined copy of the draft contract with the proposed modifications.**

Section and Paragraph location

Proposed Modifications

<u>Section and Paragraph location</u>	<u>Proposed Modifications</u>

Signature of Proposer's Authorized Official:  Date: 8/15/2019

Printed Name of Proposer: Nicholas V. Iarossi Title: Member

Proposer's List

FOR NAME OF PRIME CONTRACTOR OR CONTRACTOR: _____

The Contractor shall provide information on ALL prospective subcontractor(s)/supplier(s) who were contacted or submitted support of this solicitation. **Attach additional copies of the form as necessary.**

NAME OF SUBCONTRACTOR/SUPPLIER(S)	SCOPE OF WORK TO BE PERFORMED	CERTIFIED DBE FIRM? (Check all that apply)	PERVIOUS YEAR'S ANNUAL GROSS RECEIPTS	ACT? (circle answer)
NAME: ADDRESS:	SCOPE OF WORK:	YES:	Less than \$500K	YES or NO
PHONE:		NO:	\$500K-\$2 mil	
FAX:			\$2 mil - \$5 mil	
CONTACT PERSON:	AGE OF FIRM:		more than \$5 mil.	
NAME: ADDRESS:	SCOPE OF WORK:		Less than \$500K	YES or NO
PHONE:			\$500K-\$2 mil	
FAX:			\$2 mil - \$5 mil	
CONTACT PERSON:	AGE OF FIRM:		more than \$5 mil.	
NAME: ADDRESS:	SCOPE OF WORK:	YES:	Less than \$500K	YES or NO
PHONE:		NO:	\$500K-\$2 mil	
FAX:			\$2 mil - \$5 mil	
CONTACT PERSON:	AGE OF FIRM:		more than \$5 mil.	
NAME: ADDRESS:	SCOPE OF WORK:	YES:	Less than \$500K	YES or NO
PHONE:		NO:	\$500K-\$2 mil	
FAX:			\$2 mil - \$5 mil	
CONTACT PERSON:	AGE OF FIRM:		more than \$5 mil.	

Not Applicable

Name/Title of person completing this form: _____

Signature: _____ Date: _____

Proposer's Standard Assurances

Name of Proposer:

At this time, we understand all requirements and state that as a serious proposer we will comply with all the stipulations included in the proposal package.

The above-named proposer affirms and declares:

1. That the Proposer is of lawful age and that no other person, firm, or corporation has any interest in this Proposal.
2. That this Proposal is made without any understanding, agreement, or connection with any other person, firm, or corporation making a Proposal for the same project, and is in all respects fair and without collusion or fraud.
3. That the Proposer has carefully examined the site of the work and that from his/her investigations has been satisfied as to the nature and location of the work, the kind and extent of the equipment and other facilities needed for the performance of the work, the general and local conditions, all difficulties to be encountered, and all other items which in any way affect the work or its performance.
4. That the Proposer is in full compliance with all federal, state, and local laws and regulations and intends to fully comply with same during the entire term of the contract.

In witness thereof, this Proposal is hereby signed by the duly authorized representative of the Proposer and sealed as of the date indicated.

PROPOSER:



Signature

Nicholas V. Iarossi

Type Name and Title

ATTEST:



Witness Signature

8/15/2019

Date



Contractor: _____ DBE NON-DBE

Description of Project: _____

Solicitation No.: _____ Contract Date: _____

As part of the procedures for the submission of Proposals/Bids, all Contractors are required to identify ALL participating SUBCONSULTANTS/SUBCONTRACTORS. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

Name of Business Performing Work	Certification Status (check one box)		Description of Commodity, Material or Service	Total Estimated Value of Contract	DBE Supply (check applicable)		Dollar Amount of Spend (if known)	Anticipated DBE Percentage Based on Supply Provided	
	DBE	NON-DBE			Regulator Dealer 60% of Spend	Broker 100% Fees & Commission			
							\$		
							\$		
							\$		
							\$		
							\$		
Dollar Amount or Anticipated Percentage of Work to be Completed by Non-DBE SUBCONSULTANTS/SUBCONTRACTORS								\$	
Dollar Amount or Anticipated Percentage of Work to be Completed by DBE SUBCONSULTANTS/SUBCONTRACTORS								\$	
Total								\$	

All DBE SUBCONSULTANTS/SUBCONTRACTORS shall be certified by the JTA, FDOT or one of the designated certifying members of the Florida UCP DBE program. It is understood and agreed that, if awarded a Contract by the JTA, the Contractor will not make any substitutions to this certified list without the consent of the JTA Diversity & Equity Program Manager or designee through the submittal of Request for Approval of Change to Original Certified List of DBE SUBCONSULTANTS/SUBCONTRACTORS. It is understood that the JTA may audit any and/or all records of the Contract/vendor and conduct interviews of owners, principals, officers, employees and applicable SUBCONSULTANTS/SUBCONTRACTORS participating on the Contract. The Diversity & Equity Program Office reserves the right to ensure compliance with the JTA's DBE program to include status reports and audit of submitted DBE information as deemed necessary.

CONTRACTOR'S CERTIFICATION

The above information is true and accurate to my knowledge and belief. I further understand and agree that if awarded the Contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise the Contractor's obligations (as defined by the JTA's DBE Program) in support of the JTA's DBE's intent and objective may result in being considered non-responsive to the JTA's requirements. I hereby certify that I will not recommend an audit on the submitted DBE information as deemed necessary.

Name and Title: _____ (Please print or type)

Signature: _____ Date: _____

Page 56 of 56

P-19-025 State Government Affairs Services Contract



January 2, 2020

Mr. Ivan Rodriguez
Director, Government & Industry Affairs & Policy Advisor to the CEO
Jacksonville Transportation Authority
121 West Forsyth Street, Suite 200
Jacksonville, FL 32202

Dear Mr. Rodriguez:

In accordance with Florida reporting obligations required of lobbying firms, Capital City Consulting must report percentages of our consulting fee allocated to the legislative and executive branch services. Based on our previous experience and the nature of your issues, we project the work to be allocated 50% toward executive branch lobbying efforts and 50% toward legislative.

Please let me know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Ketchel'.

Andrew Ketchel
Consultant