

GOAA DATE 5/18/2022  
ITEM NO. 7  
DOCUMENTARY # 101384

**ADDENDUM NO. 1  
TO THE AGREEMENT DATED JANUARY 15, 2021  
BETWEEN GREATER ORLANDO AVIATION AUTHORITY  
AND DYKES EVERETT & COMPANY, LLC**

**Project: Land Management and Land Planning Services for GOAA Properties,  
Orlando International Airport**

**THIS ADDENDUM** is effective this 20<sup>th</sup> day of April, 2022,  
by and between the **GREATER ORLANDO AVIATION AUTHORITY** ("Authority"), and  
**DYKES EVERETT & COMPANY, LLC** ("Consultant").

**WITNESSETH:**

**WHEREAS**, by Agreement dated January 15, 2021, Authority and Consultant entered into an agreement for Consultant to provide Land Management, Land Planning, and Land Development Consulting Services; and

**WHEREAS**, under the Agreement, Consultant agreed to perform such additional services for the Authority as are contained in any additional scope of work established by the Authority in any addendum to the Agreement and accepted in writing by the Consultant; and

**WHEREAS**, the Authority and the Consultant desire to enter into this Addendum to the Agreement to provide for additional services to be rendered by the Consultant under the terms of said Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the Authority and the Consultant do hereby agree as follows:

1. Consultant shall perform additional services in accordance with the terms of the Agreement and the attached Exhibit "A." Consultant shall be paid for such additional services according to the payment terms set forth in the Agreement.

2. Consultant shall be compensated for such additional services in the **LUMP SUM AND NOT TO EXCEED** amount of **SEVEN HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$720,000.00)**, broken down as follows:

<b>Professional Fees:</b>	<b>NTE:</b>	<b>\$75,000.00</b>
<b>Professional Fees:</b>	<b>LS:</b>	<b>\$645,000.00</b>
<b>Reimbursable Expenses:</b>	<b>NTE:</b>	<b><u>\$0.00</u></b>
<b>Total:</b>		<b>\$720,000.00</b>

3. 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;

AND

B. (applicable to agreements that may be \$1,000,000 or more) - 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.

4. Authority may terminate the Agreement 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 that Boycott Israel List or is engaged in a boycott of Israel.

In the event the Agreement is for One Million Dollars (\$1,000,000.00) or more, Authority may terminate this Agreement 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.

5. Except as expressly modified in this Addendum, the Agreement dated January 15, 2021 and all prior addenda will remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto by their duly authorized representatives, have executed this Addendum this 15<sup>th</sup> day of June, 2022.

GREATER ORLANDO AVIATION AUTHORITY

By:   
Kevin J. Thibault, P.E.  
Chief Executive Officer

Approved as to Form and Legality  
(for the benefit of GOAA only)

this 31 day of May, 2022

By:   
NELSON MULLINS BROAD AND  
CASSEL, Legal Counsel  
Greater Orlando Aviation Authority

DYKES EVERETT & COMPANY, LLC

By:   
Signature (Duly Authorized Rep.)  
DYKES EVERETT  
Printed Name  
PRES. / MANAGER  
Title

**PERFORMANCE/PAYMENT BOND COVER SHEET**

This cover sheet is an integral part of the attached bonds and must not be separated from them

**GREATER ORLANDO AVIATION AUTHORITY  
ORLANDO, FLORIDA  
(Public Work)**

In Compliance with Florida Statute Chapter 255.05(1)(a)

<b>PERFORMANCE BOND NO.:</b>	PR2731487
<b>PAYMENT BOND NO.:</b>	PR2731487
<b>CONTRACTOR INFORMATION:</b>	<b>Name:</b> Dykes Everett & Company, LLC
	<b>Address:</b> 882 West Central Blvd.
	Orlando, FL 32805
	<b>Phone:</b> (407) 770-2570
<b>SURETY PRINCIPAL BUSINESS INFORMATION:</b>	<b>Name:</b> Platte River Insurance Company
	<b>Address:</b> 500 Northridge Road, #375
	Atlanta, GA 30350
	<b>Phone:</b> (407) 808-03175
<b>OWNER INFORMATION:</b>	<b>Name:</b> Greater Orlando Aviation Authority
	<b>Address:</b> One Jeff Fuqua Blvd.
	Orlando, FL 32827
	<b>Phone:</b> (407) 825-2001
<b>BOND AMOUNT:</b>	\$720,000.00
<b>DESCRIPTION OF WORK:</b>	Land Management and Land Planning Services for GOAA Properties
<b>PROJECT LOCATION:</b>	Orlando International Airport, Orlando, FL
<b>AGENT INFORMATION:</b>	<b>Name:</b> Security Bond Associates, Inc.
	<b>Address:</b> 10131 SW 40th Street
	Miami, FL 33165
	<b>Phone:</b> (305) 552-5414

PERFORMANCE BOND

BOND NO.: PR2731487

**GREATER ORLANDO AVIATION AUTHORITY  
ORLANDO, FLORIDA**

The cover page that lists the contact information for the entities involved in this bond is considered the front page of this bond and is an integral part of this bond and, therefore, must not be separated from this bond.

**KNOW ALL PERSONS BY THESE PRESENTS** that **DYKES EVERETT & COMPANY, LLC**, hereinafter called Principal, and Platte River Insurance Company, a corporation organized under the laws of the State of Nebraska and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Owner, in the Penal Sum of **SEVEN HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$720,000.00)**, for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Principal has by written agreement dated January 15, 2021, entered into a Contract with Owner for "Land Management and Land Planning Services for GOAA Properties, Orlando International Airport," in accordance with the Contract Documents which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

**WHEREAS**, Surety is authorized to do business in the State of Florida.

**NOW, THEREFORE**, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs the Contract including, but not limited to, its design (if any), construction and warranty provisions in the time and manner prescribed in the Contract, and correction of defective work, and
2. Pays Owner all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services and appellate proceedings), that Owner sustains resulting directly or indirectly from the conduct of the Principal including, but not limited to, breach or default under the Contract, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible,

then this bond is void; otherwise it shall remain in full force and effect.

3. In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and other legal costs) resulting from any failure to perform up to the amount of the Penal Sum.
4. In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.
5. The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of any default under the Agreement or the Contract granted by Owner to Principal without the Surety's consent, (iii) the discharge of Principal from its obligations under the

Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Owner or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

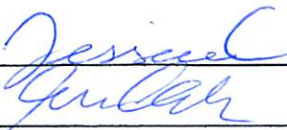
- 6. The institution of suit upon this Bond shall be in accordance with Section 95.11(2)(b), Florida Statutes.
- 7. Any changes in or under the Contract Documents (which include the Plans, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on this 20th day of May, 2022, to be effective as of the date of the Contract, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_  
\_\_\_\_\_

(SEAL)

  
\_\_\_\_\_

(SEAL)

  
\_\_\_\_\_

(Countersignature by a Florida Licensed Agent)

Odalis Cabrera, Resident Agent# P097963  
Name and Title  
Security Bond Associates, Inc.  
Agency  
10131 SW 40th Street, Miami, FL 33165  
Address

**DYKES EVERETT & COMPANY, LLC**  
**Principal**

By: \_\_\_\_\_

Dykes Everett, President  
Name and Title

Platte River Insurance Company

**Surety**

By:   
\_\_\_\_\_

Odalis Cabrera, Attorney -In-Fact

Name and Title

Security Bond Associates, Inc.

Agency

10131 SW 40th Street, Miami, FL 33165

Address

NOTE: If Principal or Surety are corporations, the respective corporate seals should be affixed. Additionally, a certified copy of a Power-of-Attorney appointing the individual Attorney-in-Fact for the Surety, as well as the Power-of-Attorney appointing the Florida licensed agent, should be attached.

PAYMENT BOND FORM

BOND NO.: PR2731487

**GREATER ORLANDO AVIATION AUTHORITY  
ORLANDO, FLORIDA**

The cover page that lists the contact information for the entities involved in this bond is considered the front page of this bond and is an integral part of this bond and, therefore, must not be separated from this bond.

**KNOW ALL PERSONS BY THESE PRESENTS** that **DYKES EVERETT & COMPANY, LLC**, hereinafter called Principal, and Platte River Insurance Company, a corporation organized under the laws of the State of Nebraska, having its home office in the City of Middleton and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the Penal Sum of **SEVEN HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$720,000.00)** for the payment of which sum well and truly to be made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Principal has by written agreement dated January 15, 2021, entered into a contract with Owner for "Land Management and Land Planning Services for GOAA Properties, Orlando International Airport," in accordance with the Contract Documents which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

**WHEREAS**, Surety is authorized to do business in the State of Florida.

**NOW, THEREFORE**, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

- 1. This bond is given to comply with Section 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with Sections 255.05(2) and 255.05(10), Florida Statutes, as amended, including, but not limited to, the notice and time limitation provisions therein.**
2. Therefore, a claimant, except a laborer, who is not in privity with the Contractor shall, before commencing or not later than 45 days after commencing to furnish labor, services or materials for the prosecution of the work, serve the Contractor with a written notice that he or she intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for furnishing his or her labor, services, or materials shall, serve a written notice of nonpayment on the Contractor and on the Surety. Notices must be served in accordance with Section 255.05(2), as amended. The notice of non-payment shall be under oath and served during the progress of the work or thereafter, but may not be served earlier than forty-five (45) days after the first furnishing of the labor, services or materials by the claimant or later than ninety (90) days after the final furnishing of the labor, services or materials by the claimant, or, with respect to rental equipment, later than 90 days after the date that the rental equipment was last on the job site available for use. Any notice of nonpayment served by a claimant who is not in privity with the contractor which includes sums for retainage must specify the portion of the amount claimed for retainage. No action for the labor, services, or materials may be instituted against the Contractor or the Surety unless both notices have been served. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.
3. The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of

Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Owner or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

4. Any changes in or under the Contract Documents (which include the, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this Bond shall increase or decrease in accordance with the approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on this 20th day of May, 2022, to be effective as of the date of the Contract, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
In the presence of:

**DYKES EVERETT & COMPANY, LLC**  
Principal

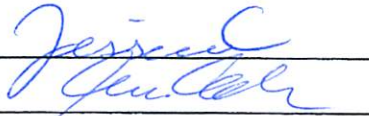
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Dykes Everett, President  
Name and Title

(SEAL)

Platte River Insurance Company  
Surety

  
\_\_\_\_\_

By: 

Odalis Cabrera, Attorney -In-Fact  
Name and Title  
Security Bond Associates, Inc.

(SEAL)

Agency  
10131 SW 40th Street, Miami, FL 33165  
Address

\_\_\_\_\_  
(Countersignature by a Florida Licensed Agent)

Odalis Cabrera, Resident Agent# P097963

Name and Title  
Security Bond Associates, Inc.

Agency  
10131 SW 40th Street, Miami, FL 33165

Address

NOTE: If Principal or Surety are corporations, the respective corporate seals should be affixed. Additionally, a certified copy of a Power-of-Attorney appointing the individual Attorney-in-Fact for the Surety, as well as the Power-of-Attorney appointing the Florida licensed agent, should be attached.

PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

PR2731487

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- CHRISTINE M REED; ODALIS CABRERA; MARINA MERCEDES RAMIL-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company, the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020

Attest:

Ryan J. Byrnes  
Senior Vice President,  
Chief Financial Officer and Treasurer

Suzanne M. Broadbent  
Assistant Secretary

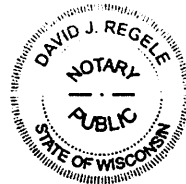


PLATTE RIVER INSURANCE COMPANY

John L. Sennott, Jr.  
Chief Executive Officer and President

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr. to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut, that he is Chief Executive Officer and President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument, that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 20th day of May, 2022



Andrew B. Diaz-Matos  
Senior Vice President, General Counsel and Secretary





Orlando International Airport  
One Jeff Fuqua Boulevard  
Orlando, Florida, 32827-4392  
(407) 825-2001

# Memorandum

**To:** Members of the Professional Services Committee

**From:** Bradley Friel, Director of Planning and Development  
*(Prepared by Alex Sorondo)*

**Date:** April 12, 2022

**Re:** Request for Recommendation of Approval to the Aviation Authority Board of an Addendum to the Land Development and Land Management Consulting Services Agreement with Dykes Everett & Company, LLC for Land Management and Land Planning Services for GOAA Properties at the Orlando International Airport

Consultant's proposal, dated March 29, 2022, is to provide Land Management and Land Development Services for the Greater Orlando Aviation Authority (GOAA) Property at the Orlando International Airport. The attached proposal includes a performance bond.

If approved, these services would be effective the date of Aviation Board Approval.

Consultant shall, with each monthly invoice, certify that the assigned work and services are on schedule to be completed within the contracted lump sum price, or provide at time of certification a written notice to the Authority of any deviations.

The MWBE/LDB participation has been reviewed by the Office of Small Business Development. Their findings and recommendation are attached.

Funding is ~~\$181,353.57~~ from ~~previously approved Discretionary Fund 305.711.170.5310009.000.501131~~ and ~~\$538,646.43~~ from previously approved Capital Expenditure Fund 308.711.170.5310009.000.501489.. Funding source verified by Andrea Harper of Construction Finance on 4 / 6 / 22 as correct and available.

It is respectfully requested that the Professional Services Committee recommend to the Aviation Authority Board approval of an Addendum to the Land Development and Land Management Consulting Services Agreement with Dykes Everett & Company, LLC for the services contained therein and amount as shown below:

Not to Exceed Fees	\$75,000.00
Lump Sum Fees	\$645,000.00
Not to Exceed Expenses	\$0.00
<b>TOTAL</b>	<b>\$720,000.00</b>
AAC – Compliance Review Date	ZTA 4/06/2022
AAC – Funding Eligibility Review Date	4/05/2022

Req 91202

EXHA

LAND MANAGEMENT, LAND PLANNING, & LAND DEVELOPMENT CONSULTING  
ORLANDO INTERNATIONAL AIRPORT & ORLANDO EXECUTIVE AIRPORT

GOAA PROPERTIES  
LAND MANAGEMENT AND CONSULTING SERVICES

2022-2023 PROJECT PROPOSAL  
MARCH 29, 2022

PREPARED FOR GOAA BY



Dykes Everett & Company currently serves as GOAA's consultant for Land Management, Land Planning, and Land Development services, and our team represents over 35 years of combined experience working for GOAA, primarily dedicated in service to the Airport's land needs. We understand and respect how critical quality land management and land stewardship is to an operating airport and its core functions.

This proposal includes work items specifically tailored to address ongoing land management needs on the East Airfield, Heintzelman, and North Mud Lake properties. Initiatives for these properties include the maintenance of upland buffers, the maintenance and repair of land management structures (fire lines, roads, ditches, canals, culverts, crossings, fencing, etc.), the monitoring and reduction of wildfire fuel loads, and the control of nuisance, exotic, and wildlife-attractant vegetation and non-indigenous wildlife. These actions help GOAA to prioritize and act as a good steward of their land assets while mitigating risk, addressing life safety issues, keeping in compliance with regulatory authorities, and preserving land access, use, and value.

Along with our subcontractors Drinkwater & Drinkwater and Bio-Tech Consulting, Dykes Everett & Company looks forward to continuing to serve GOAA through the following proposed work initiatives.

PROPOSED WORK DETAILS



EAST AIRFIELD DRAINAGE MAINTENANCE - PHASE 2

\$322,120  
LUMP SUM

PROJECT BACKGROUND

East Airfield is a large, mainly open tract to the east of 17 L and 35 R, historically maintained as cattle pasture and drained through systems of canals, ditches, and road swales into various wetland heads. Over time, these drain systems degraded due to a lack of regular maintenance. As a result, an estimated 100 acres of upland has been adversely impacted by standing water and is at serious risk of becoming wet systems, risking future real estate use and value (~10% of overall tract).

PROJECT SCOPE

We move to the second phase of a minimum two to three-year work plan for maintenance and cleaning of the East Airfield ditch systems. Work involves returning these systems - which include swales, culverts, and crossings - to a well-maintained network to restore functioning drainage and the return of once viable upland land areas.

EAST AIRFIELD MAINTENANCE

\$163,560  
LUMP SUM

PROJECT BACKGROUND

East Airfield was previously mechanically cleared and chopped to decrease vegetation overgrowth and to reduce the risk of wildfire and wildlife attractant. Routine maintenance prevents a return of hazardous conditions.

PROJECT SCOPE

Work includes chopping and mowing of excessive growth areas as well as the application of precision spraying to control specific vegetative species and invasives.

HEINTZELMAN MAINTENANCE

\$96,950  
LUMP SUM

PROJECT BACKGROUND

The Heintzelman corridor was previously mechanically cleared and chopped to decrease vegetation overgrowth and to reduce the risk of wildfire and wildlife attractant. Routine maintenance prevents a return of hazardous conditions.

PROJECT SCOPE

Work includes chopping and mowing of excessive growth areas as well as the application of precision spraying to control specific vegetative species and invasives.

NORTH MUD LAKE INVASIVE CONTROL

\$76,510  
LUMP SUM

PROJECT BACKGROUND

The North Mud Lake property near Heintzelman has suffered from a lack of invasive species control and is now overgrown with Cogongrass and other non-native and invasive vegetation. Left untreated, these species will continue to spread throughout the area and into neighboring parcels, threatening the integrity of the Conservation Easement lands adjacent to the south and exponentially increasing the footprint and cost of necessary removal at a later date.

PROJECT SCOPE

Mechanical removal and precision spraying will be utilized to push back and significantly decrease the invasive footprint on the parcel.

LAND DEVELOPMENT AND LAND MANAGEMENT - ON CALL CONSULTATION

\$75,000  
NOT TO EXCEED

PROJECT BACKGROUND

As the consultants for all issues Land Planning, Land Management, and Land Development, we are always "on call" for action items that are time-sensitive and/or are initiated outside the scope of proposed projects.

PROJECT SCOPE

Scope defined as needed.

GOAA PROPERTIES  
LAND MANAGEMENT AND CONSULTING SERVICES

SUBCONTRACTOR PROPOSALS

# Drinkwater & Drinkwater, Inc.

257 Plaza Dr. Suite D, Oviedo, Florida 32765  
407 977-2936 office 407-568-7447 fax

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February 9, 2022

Dykes Everett & Company, LLC  
P.O. Box 2248  
Winter Park, FL 32790-2248

Attn: Rocky Metcalf  
rmetcalf@dykeseverett.com

## **PROPOSAL GOAA East Airfield Phase 2 - Drainage Maintenance**

Services to provide:

1. Reestablish existing pasture swales and ditches, including supplemental field contour regrading. 10,000 lineal feet at \$5.95/ft.	\$59,500.00
2. Reestablish existing roadway swales and rough grade roadways with swale spoils. 12,050 lineal feet at \$10.75/ft.	\$129,537.50
3. Stabilize road and swale crossings. 1,270 square feet at \$18.50/ft	\$23,495.00
4. Mobilization and De-mobilization.	\$6,562.50
<b>SERVICES PRICE:</b>	<b>\$219,095.00</b>
<b>Subcontractor Bond:</b>	<b>\$7,120.00</b>
<b>TOTAL LUMP SUM PRICING:</b>	<b>\$226,215.00</b>

Note that this proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature: *Alan Drinkwater*

Alan Drinkwater,  
President

# Drinkwater & Drinkwater, Inc.

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257 Plaza Dr. Suite D, Oviedo, Florida 32765  
407 977-2936 office 407-568-7447 fax

February 9, 2022

Dykes Everett & Company, LLC  
P.O. Box 2248  
Winter Park, FL 32790-2248

Attn: Rocky Metcalf  
rmetcalf@dykeseverett.com

## **PROPOSAL GOAA East Airfield Maintenance**

Services to provide:

1. Heavy mowing of vegetation in overgrowth areas.	
2. Mechanical chopping of buffer and drainage areas.	
195 acres at \$475/ac.	\$92,625.00
3. Mobilization and De-mobilization.	\$3,350.00
<b>SERVICES PRICE:</b>	\$95,975.00
<b>Subcontractor Bond:</b>	\$3,120.00
<b>TOTAL LUMP SUM PRICING:</b>	\$99,095.00

Note that this proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature: *Alan Drinkwater*

Alan Drinkwater,  
President

# Drinkwater & Drinkwater, Inc.

257 Plaza Dr. Suite D, Oviedo, Florida 32765  
407 977-2936 office 407-568-7447 fax

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February 9, 2022

Dykes Everett & Company, LLC  
P.O. Box 2248  
Winter Park, FL 32790-2248

Attn: Rocky Metcalf  
rmetcalf@dykeseverett.com

## **PROPOSAL GOAA Heintzelman Maintenance**

Services to provide:

- |  |             |
|--|-------------|
| 1. Heavy mowing of vegetation in overgrowth areas.<br>125 acres at \$395/ac. | \$49,375.00 |
| 2. Mobilization and De-mobilization.   | \$2,625.00  |

**SERVICES PRICE:** \$52,000.00

**Subcontractor Bond:** \$1,690.00

**TOTAL LUMP SUM PRICING:** \$53,690.00

Note that this proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature: *Alan Drinkwater*

Alan Drinkwater,  
President



# Drinkwater & Drinkwater, Inc.

257 Plaza Dr. Suite D, Oviedo, Florida 32765  
407 977-2936 office 407-568-7447 fax

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February 9, 2022

Dykes Everett & Company, LLC  
P.O. Box 2248  
Winter Park, FL 32790-2248

Attn: Rocky Metcalf  
rmetcalf@dykeseverett.com

## **PROPOSAL GOAA North Mud Lake Invasive Control**

Services to provide:

1. Mechanical treatment of invasive and nuisance vegetation. 50 acres at \$395/ac.	\$19,750.00
2. Mobilization and De-mobilization.	\$2,750.00
<b>SERVICES PRICE:</b>	<b>\$22,500.00</b>
<b>Subcontractor Bond:</b>	<b>\$730.00</b>
<b>TOTAL LUMP SUM PRICING:</b>	<b>\$23,230.00</b>

Note that this proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature: *Alan Drinkwater*

Alan Drinkwater,  
President

**PROPOSAL FOR ENVIRONMENTAL SERVICES  
AIRPORT PROPERTIES – EAST AIRFIELD  
NUISANCE AND INVASIVE PLANT IDENTIFICATION AND HERBICIDE  
TREATMENT**

**1. UPLAND TREATMENT**

The East Airfield property has significant amounts of nuisance and wildlife-attractant vegetation that will require multiple treatments for control. Maintenance events will include the application of approved herbicide by a licensed BTC applicator to control said vegetation. All treated vegetation will remain in place.


**TASK COST**

<b>East Airfield</b>	<b>\$13,500.00</b>
<b>Subcontractor Bond</b>	<b>\$440.00</b>
<b>Lump Sum Total</b>	<b>\$13,940.00</b>

**Bio-Tech Consulting, Inc.**

Bio-Tech Consulting's company policy requires that the Proposal for Services must be executed and returned via fax, email or post prior to initiation of any work associated with this scope and/or project. The client will only be billed for the tasks and/or hours completed. Fees and all other charges will be billed monthly or as the work progresses and the net amount shall be due at the time of invoicing. Any Time and Materials work is based on the above rates and any actual costs incurred. Any work requested outside of this Proposal for Services described above would require either an additional contract or authorization for Time and Materials. Any balance remaining unpaid after 30 days of initial invoicing will be subject to an interest charge of 12% APR (not to exceed the maximum rate allowable by law). The client agrees that any balance remaining unpaid after 90 days from the date of the initial invoicing shall be deemed in default. The client further agrees that in the event payment is not made and the amount is referred to a Collection Agency and/or an attorney, to pay all cost of collection, including but not limited to, all collection agency fees, attorney's fees, paralegal fees, court costs, and investigative fees. It is also agreed that if legal action is necessary to collect on the account, the State of Florida, Orange County, will retain jurisdiction and venue over the matter. Client confirms project limits as outlined/illustrated in this agreement, accepts the general conditions attached herein and agrees that Bio-Tech Consulting, Inc., and its staff and assigns, have full access to the identified property, for the purposes of completing the tasks identified in the above Proposal for Services.

**MUTUALLY UNDERSTOOD AND AGREED:**

  
\_\_\_\_\_  
**John Miklos, President**  
**Bio-Tech Consulting, Inc.**

\_\_\_\_\_  
**02-09-22**  
**Date**

\_\_\_\_\_  
**Rocky Metcalf**  
**Dykes Everett and Company**

\_\_\_\_\_  
**Date**

Billing Information: Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
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\_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

INITIAL:  (BTC) \_\_\_\_\_ (Client)



**PROPOSAL FOR ENVIRONMENTAL SERVICES  
AIRPORT PROPERTIES – HEINTZELMAN  
NUISANCE AND INVASIVE PLANT IDENTIFICATION AND HERBICIDE  
TREATMENT**

**1. UPLAND TREATMENT**

The Heintzelman property has significant amounts of nuisance and wildlife-attractant vegetation that will require multiple treatments for control. Maintenance events will include the application of approved herbicide by a licensed BTC applicator to control said vegetation. All treated vegetation will remain in place.


**TASK COST**

<b>Heintzelman</b>	<b>\$8,000.00</b>
<b>Subcontractor Bond</b>	<b>\$260.00</b>
<b>Lump Sum Total</b>	<b>\$8,260.00</b>

**Bio-Tech Consulting, Inc.**

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**MUTUALLY UNDERSTOOD AND AGREED:**

  
\_\_\_\_\_  
**John Miklos, President**  
**Bio-Tech Consulting, Inc.**

02-09-22  
\_\_\_\_\_  
Date

\_\_\_\_\_  
**Rocky Metcalf**  
**Dykes Everett and Company**

\_\_\_\_\_  
Date

Billing Information: Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
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Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

INITIAL:  (BTC) \_\_\_\_\_ (Client)



**PROPOSAL FOR ENVIRONMENTAL SERVICES  
AIRPORT PROPERTIES – NORTH MUD LAKE  
NUISANCE AND INVASIVE PLANT IDENTIFICATION AND HERBICIDE  
TREATMENT**

1. **UPLAND TREATMENT**

The North Mud Lake property has significant amounts of invasive and exotic vegetation that will require multiple treatments for control. Maintenance events will include the application of approved herbicide by a licensed BTC applicator to control nuisance and exotic vegetation. All treated vegetation will remain in place.

**TASK COST**

<b>North Mud Lake</b>	<b>\$23,950.00</b>
<b>Subcontractor Bond</b>	<b>\$780.00</b>
<b>Lump Sum Total</b>	<b>\$24,730.00</b>

**Bio-Tech Consulting, Inc.**

Bio-Tech Consulting's company policy requires that the Proposal for Services must be executed and returned via fax, email or post prior to initiation of any work associated with this scope and/or project. The client will only be billed for the tasks and/or hours completed. Fees and all other charges will be billed monthly or as the work progresses and the net amount shall be due at the time of invoicing. Any Time and Materials work is based on the above rates and any actual costs incurred. Any work requested outside of this Proposal for Services described above would require either an additional contract or authorization for Time and Materials. Any balance remaining unpaid after 30 days of initial invoicing will be subject to an interest charge of 12% APR (not to exceed the maximum rate allowable by law). The client agrees that any balance remaining unpaid after 90 days from the date of the initial invoicing shall be deemed in default. The client further agrees that in the event payment is not made and the amount is referred to a Collection Agency and/or an attorney, to pay all cost of collection, including but not limited to, all collection agency fees, attorney's fees, paralegal fees, court costs, and investigative fees. It is also agreed that if legal action is necessary to collect on the account, the State of Florida, Orange County, will retain jurisdiction and venue over the matter. Client confirms project limits as outlined/illustrated in this agreement, accepts the general conditions attached herein and agrees that Bio-Tech Consulting, Inc., and its staff and assigns, have full access to the identified property, for the purposes of completing the tasks identified in the above Proposal for Services.

**MUTUALLY UNDERSTOOD AND AGREED:**




\_\_\_\_\_  
**John Miklos, President**  
**Bio-Tech Consulting, Inc.**

\_\_\_\_\_  
**02-09-22**  
**Date**

\_\_\_\_\_  
**Rocky Metcalf**  
**Dykes Everett and Company**

\_\_\_\_\_  
**Date**

Billing Information: Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
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Cell: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

INITIAL:  (BTC) \_\_\_\_\_ (Client)



GOAA PROPERTIES  
LAND MANAGEMENT AND CONSULTING SERVICES

DYKES EVERETT & COMPANY  
PROJECT BILLING SCHEDULE



**DEC - East Airfield Drainage Budget**

Implementation	Contract Rate	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Total Hours	Total
Principal	\$240.00	55.00	52.00	52.00		52.00	52.00	55.00	318.00 \$76,320.00
Senior Staff	\$175.00	20.00	18.16	18.00		18.00	18.00	19.75	111.91 \$19,585.00
Total Time	N/A	75.00	70.16	70.00		70.00	70.00	74.75	429.91 \$95,905.00

**DEC - East Airfield Maintenance Budget**

Implementation	Contract Rate	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Total Hours	Total
Principal	\$240.00	30.00	30.00	28.50		28.50	30.00	175.50	\$42,120.00
Senior Staff	\$175.00	8.00	8.00	8.00		8.00	8.03	48.03	\$8,405.00
Total Time	N/A	38.00	38.00	36.50		36.50	38.03	223.53	\$50,525.00

**DEC - Heintzelman Maintenance Budget**

Implementation	Contract Rate	Month 1	Month 2	Month 3	Month 4	Total Hours	Total
Principal	\$240.00	31.00	30.00	30.00		31.00	122.00 \$29,280.00
Senior Staff	\$175.00	8.50	8.00	8.00		8.19	32.69 \$5,720.00
Total Time	N/A	39.50	38.00	38.00		39.19	154.69 \$35,000.00

**DEC - North Mud Lake Invasive Budget**

Implementation	Contract Rate	Month 1	Month 2	Month 3	Month 4	Total Hours	Total
Principal	\$240.00	25.00	25.00	25.00		25.00	100.00 \$24,000.00
Senior Staff	\$175.00	7.00	6.00	6.00		7.00	26.00 \$4,550.00
Total Time	N/A	32.00	31.00	31.00		32.00	126.00 \$28,550.00

TRUTH IN NEGOTIATION CERTIFICATION

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Greater Orlando Aviation Authority determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Greater Orlando Aviation Authority, whichever is later.

Consultant: DYKES EVERETT & COMPANY

By: 

Print Name DYKES EVERETT

Date 24 MARCH 2022



## GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport  
One Jeff Fuqua Boulevard  
Orlando, Florida 32827-4392

### MEMORANDUM

TO: Members of the Aviation Authority

FROM: Davin D. Ruohomaki, Chairperson, Professional Services Committee

DATE: May 18, 2022

### ITEM DESCRIPTION

Recommendation of the Professional Services Committee to Approve Addendum No. 1 to the Land Development and Land Management Consulting Services Agreement with Dykes Everett & Company, LLC for Land Management and Land Planning Services for Aviation Authority Properties at the Orlando International Airport

### BACKGROUND

On December 9, 2020, the Aviation Authority Board approved a Land Development, Land Planning and Land Management Consulting Services Agreements with Dykes Everett & Company, LLC. The Agreement provides services that include, but are not limited to, consulting on the use and development of strategic resources, including best practices for land planning, development, and management for the Aviation Authority, including, but not limited to, the East Airfield Development Area and Mud Lake Properties; preparation of necessary procurement bid documents to advance land management activities for the East Airfield Development Area and Mud Lake Properties; special projects and miscellaneous economic and land development support services; land management project administration and implementation and related professional services; assistance with land planning, land development, permitting, land surveying and resource evaluation, economic and strategic planning, intergovernmental negotiation coordination, public/private partnerships; and all other related services related to land development, planning, or management including coordination with the Aviation Authority, its consultants, the City of Orlando, water management districts and all agencies having jurisdiction over the Airport. The Services may also include studies and preparation of reports involving scope definition and validation of projects, evaluation and documentation of existing conditions; bid/procurement and award, permitting, project administration, technical support, land planning support on various Aviation Authority projects and all other related professional services which may be required where the Aviation Authority elects not to solicit letters of interest by means of public advertisement.

The terms of the Agreement shall be for a period of three years with optional renewal periods of two additional one year terms, to be exercised at the discretion of the Aviation Authority and accepted by both parties. This no-cost base agreement established the negotiated hourly rates.

### ISSUES

A fee has been negotiated with Dykes Everett & Company, LLC for the total amount of \$720,000 for Land Management and Land Planning Services for Aviation Authority Properties at the Orlando International Airport. Consulting services are needed to continue work items specifically tailored to address ongoing land management needs at the East Airfield, Heintzelman, and North Mud Lake properties at the Orlando International Airport. Initiatives for these properties include the maintenance of upland buffers, the maintenance and repair of land management structures, such as fire lines, roads, ditches, canals,

~~CONSENT AGENDA ITEM – J –~~  
New Business

culverts, crossings, fencing, etc., the monitoring and reduction of wildfire fuel loads, and the control of nuisance, exotic, and wildlife-attractant vegetation and non-indigenous wildlife. These actions assist the Aviation Authority with prioritizing and acting as a good steward of the land assets while mitigating risk, addressing life safety issues, keeping in compliance with regulatory authorities, and preserving land access, use, and value.

The Aviation Authority has established a 20% Minority and Women Business Enterprise (MWBE) participation goal for this addendum. The Aviation Authority's Small Business Department and Dykes Everett & Company, LLC have jointly identified qualified small business firms capable of providing services on this addendum to achieve the established goal. Dykes Everett & Company, LLC is committed to the Aviation Authority's Small Business Participation Programs and its mentoring opportunities. Dykes Everett & Company, LLC is actively reaching out to these qualified firms to negotiate a subconsultant relationship on this addendum.

On April 12, 2022, the Professional Services Committee recommended approval of Addendum No. 1 to the Land Development, Land Planning and Land Management Consulting Services Agreement with Dykes Everett & Company, LLC for Land Management and Land Planning Services for Aviation Authority Properties at the Orlando International Airport, as outlined in the memorandum.

#### **ALTERNATIVES**

None.

#### **FISCAL IMPACT**

The fiscal impact is \$720,000. Funding is from previously-approved Capital Expenditure Funds.

#### **RECOMMENDED ACTION**

It is respectfully requested that the Aviation Authority Board accept the recommendation of the Professional Services Committee and approve Addendum No. 1 to the Land Development, Land Planning and Land Management Consulting Services Agreement with Dykes Everett & Company, LLC for Land Management and Land Planning Services for Aviation Authority Properties at the Orlando International Airport, for the total amount of \$720,000, which includes the lump sum fee amount of \$645,000 and the not-to-exceed fee amount of \$75,000, with funding from previously-approved Capital Expenditure Funds; and, authorize an Aviation Authority Officer or the Chief Executive Officer to execute the necessary documents following satisfactory review by legal counsel.

