

AGREEMENT FOR PROFESSIONAL SERVICES



Base Agreement for Runway 7-25 Rehabilitation Orlando Executive Airport

by and between

**The Greater Orlando Aviation Authority
and
Avcon, Inc.**



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**AGREEMENT
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT is effective this day of Feb 23, 2024, by and between the **Greater Orlando Aviation Authority**, ("Owner"), a public and governmental body existing under and by virtue of the laws of Florida, with a business address at **Orlando International Airport, One Jeff Fuqua Boulevard, Orlando, FL 32827-4399**, and **Avcon, Inc.**, ("Consultant"), a Florida corporation licensed to do business in Florida, with a business address at **5555 E Michigan St. Suite 200, Orlando FL 32822**.

WITNESSETH:

WHEREAS, the Owner desires to employ the Consultant to provide professional services for Runway 7-25 Rehabilitation, as described herein, at the Orlando Executive Airports ("Airport"); and

WHEREAS, the Consultant is licensed, qualified, willing and able to perform the professional services required on the terms and conditions hereinafter set forth; and

WHEREAS, the Owner has given public notice of the professional services to be rendered pursuant to this Agreement, a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference; and

WHEREAS, the selection of the Consultant has been made in accordance with the provisions of 49 CFR Part 18, FAA Advisory Circular No. 150/5100-14, as amended, and the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes.

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

ARTICLE 1 - GENERAL PROVISIONS

1.1 Basic Definitions

Wherever used in this Agreement, the following terms have the meanings indicated, which are applicable to both the singular and plural thereof:

1.1.1 Additional Services

Services which may be requested from the Consultant by the Owner in addition to the Basic Services covered by this Agreement. Additional Services, if any, will be defined in an Addendum to this Agreement.

1.1.2 Agreement

The Agreement for Professional Services between the Consultant and Owner, including all Exhibits listed in Article 20 of this Agreement, including all amendments and addenda hereto.

1.1.3 Basic Services

The Basic Services to be performed by the Consultant for the Owner as described in **Exhibit A and B** of this Agreement.

1.1.4 Government Entities

The following abbreviations will be used throughout this Agreement:

- .1 FAA – Federal Aviation Administration
- .2 FDOT – Florida Department of Transportation
- .3 TSA – Transportation Security Administration
- .4 DOT – U.S. Department of Transportation
- .5 City – City of Orlando

1.1.5 Consultant's Compensation

Consultant's Compensation means the fees and expenses incurred directly in connection with the performance or furnishing of Basic and Additional Services for which the Owner shall pay the Consultant as indicated in **Exhibit A**.

1.1.6 Services

Services means both Basic and Additional Services performed by the Consultant for the Owner under this Agreement.

ARTICLE 2 –SERVICES TO BE PROVIDED BY THE CONSULTANT

2.1 Basic Services

2.1.1 The Consultant hereby agrees to provide professional services required for Basic Services as defined in **Exhibit A**.

2.1.2 The Consultant shall perform Basic Services in accordance with the terms and conditions of this Agreement and with all applicable federal, state and local laws, regulations, rules and ordinances then in effect or as amended.

2.2 Additional Services

The Consultant agrees to perform such Additional Services as may be negotiated between the Owner and the Consultant and set forth in an Addendum to this Agreement, executed by the Owner and Consultant. An Addendum for Additional Services will establish either a lump sum amount or per diem or hourly rates with a not to exceed limit for the cost to complete the Additional Services. Hourly rates shall be those most recently negotiated rates with the Owner. In the event that unit prices were defined for various services in this Agreement for Basic Services, these same unit rates shall be used as the basis for determining the cost for Additional Services. An Addendum will also define the amount of time for the Consultant to complete the Additional Services. It is expressly understood, however, that the Owner shall have no obligation to authorize the Consultant to perform any Additional Services under this Agreement. Additional Services will be performed in accordance with the terms of this Agreement and all applicable federal, state and local laws, regulations, rules and ordinances then in effect or as amended.

2.3 Personnel

The Consultant agrees to retain the necessary qualified personnel to perform all Basic and Additional Services for the Owner pursuant to this Agreement and any Addenda hereto. Consultant shall ensure that all such personnel, while performing Services hereunder, shall conduct themselves in a professional manner. The Consultant further agrees to remove promptly any personnel from performing Services as the Owner shall request in writing, which request may

be made by the Owner with or without cause, and to replace promptly such personnel with another of the Consultant's qualified personnel who shall be approved in writing by the Owner.

2.4 Subconsultants

2.4.1 The Consultant shall have the right, with the Owner's prior written consent, which shall not be withheld unreasonably, to employ other firms or individuals to serve as subconsultants ("Subconsultants") to the Consultant in connection with the Consultant's performance of any Services under this Agreement.

2.4.2 The Consultant agrees, at the Owner's written request, which may be made by the Owner with or without cause, to terminate promptly the services of any Subconsultant and to replace promptly each such terminated Subconsultant with a qualified firm or individual approved by the Owner in writing. The Consultant further agrees to cause the Subconsultants to remove promptly any employees providing Services under this Agreement as the Owner shall request in writing, which may be made by the Owner with or without cause, and to replace promptly each such employee with another qualified employee acceptable to the Owner.

2.4.3 The Owner shall have no liability or obligation to the Subconsultants hereunder.

2.4.4 The Owner shall have the right, but not the obligation, based upon sworn statements of accounts from the Subconsultants, and in accordance with the Consultant's written request, to pay a specific amount directly to a Subconsultant. In such event, the Consultant agrees any such payments shall be treated as a direct payment to the Consultant's account.

2.4.5 Subconsultant fees shall be billed to the Owner at cost with no additional markup applied by the Consultant. Additionally, previously negotiated Subconsultant hourly rates shall be utilized in proposals for Additional Services.

2.4.6 All Services performed by Subconsultants under this Agreement shall be pursuant to an appropriate written agreement between the Consultant and each Subconsultant. The Consultant shall require each Subconsultant to be bound to the Consultant by all the terms of this Agreement, and to be responsible to the Consultant for all the obligations and responsibilities for which the Consultant, pursuant to this Agreement, is responsible to the Owner, except as provided in Paragraph 15.5.5.12. The Consultant shall make available to each proposed Subconsultant, prior to execution of the Subconsultant's agreement, a copy of this Agreement. When requested by the Owner, the Consultant shall submit copies of the written agreements between the Consultant and the Subconsultants.

2.5 Consultant's Standards of Performance

The Consultant shall use professional standards of care and performance to perform all Services in such quality and sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by the Owner and as required by the project. The Services must be provided in a manner that is consistent with the level of reasonable care, skill, judgment and ability provided by professionals providing a similar type of Services in the same geographic area.

2.6 Consultant's Liability

The Consultant shall be and remain liable in accordance with applicable law for all damages to the Owner and the Owner's property caused by the improper acts, errors or omissions of the Consultant or by any Subconsultants in performing any Services. The term "improper acts, errors or omissions" shall include, but not be limited to, negligent, reckless, wanton, intentional, or willful failure to perform the Services in accordance with the professional standard of care and performance for each Service set forth in this Agreement.

2.7 Consultant's Obligation to Correct Errors or Omissions

The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and other services furnished by the Consultant

Upon written notice from Owner the Consultant shall, without additional compensation, correct or revise any errors, omissions, mistakes or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, work, and materials resulting from the negligent act, errors or omissions, or intentional misconduct of the Consultant or any Subconsultants.

2.8 Consultant's Obligation to Repair Damaged Property

The Consultant shall promptly repair, at its sole cost and expense and in a manner acceptable to the Owner, any damage caused by the improper act, error or omission of the Consultant to facilities operated or controlled by the Owner or any third party to which the Owner is accountable, or any improvements or property located thereon. If any damage is caused partially by improper acts or omissions of the Owner or a third party for whom the Consultant is not responsible, all parties shall bear their proportional share of the repair costs based upon the parties' relative degree of fault.

2.9 Owner's Approval shall not Relieve Consultant of Responsibility

Review or approval by the Owner of data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and incidental work or materials furnished hereunder shall in no way relieve the Consultant of responsibility for the technical adequacy and accuracy of Services performed by the Consultant. Neither the Owner's review, approval, acceptance of, nor payment for, any of the Services under this Agreement shall constitute a waiver of any of the Owner's rights under this Agreement or of any cause of action it may have arising out of the this Agreement.

2.10 Non-Exclusive Rights

The rights granted to the Consultant hereunder are nonexclusive, and the Owner reserves the right to enter into agreements with other consultants to perform professional services, including without limitation, any of the Services provided for herein.

2.11 Consultant's Compliance with Laws and Regulations

2.11.1 The Consultant and its employees and Subconsultants shall promptly observe and comply with all applicable federal, state and local laws, regulations, rules and ordinances then in effect or as amended ("laws"), including, but not limited to, the laws governing the wages paid by the Consultant to its employees.

2.11.2 The Consultant shall procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for the Consultant to render its Services hereunder.

2.11.3 Effective January 1, 2021, the Consultant shall register with and utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (E-Verify), in accordance with the terms governing the use of the system, to verify the work authorization status of all newly hired employees, performing work in the United States. The Consultant shall include an express provision in all Subcontracts requiring the Subconsultants and Subcontractors to do the same and require all Subconsultants and Subcontractors to provide the Consultant with an affidavit stating that the Subconsultant/Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant must retain all such affidavits for the duration of the Contract. In

accordance with Florida Statutes §448.095, the Owner shall terminate this Contract if Owner has a good faith belief that the Consultant knowingly employs an unauthorized alien or has otherwise violated Florida Statute §448.09(1). The Owner shall require the Consultant to terminate the contract of a Subconsultant/Subcontractor if Owner has a good faith belief that the Subconsultant/Subcontractor has knowingly violated Florida Statute §448.09(1). The Consultant may challenge any such termination in accordance with Florida Statutes §448.095. Consequences for a violation of this subsection also include liability for the Owner's costs as a result of the termination and debarment for at least one (1) year in accordance with Florida Statutes §448.095.

2.12 Consultant is not Owner's Agent

The Consultant is not authorized to act as the Owner's agent hereunder and shall have no authority, expressed or implied, to act for or bind the Owner hereunder, unless set forth in Addenda hereto.

2.13 Reduced Scope of Services

The Owner shall have the right, by written notice to the Consultant, to reduce the scope of Services to be rendered hereunder. In the event the scope of Services are reduced by the Owner, the Consultant shall promptly notify the Owner in writing after receipt of such notice of the amount by which the total compensation for that particular scope or service should be reduced. The reduction in compensation shall be calculated on the basis of the Consultant's labor estimates and labor-hour costs for such Services and the related reimbursable expenses. The Consultant's notice to the Owner shall show this calculation in reasonable detail. The Owner shall, with reasonable promptness after receipt of the Consultant's calculation of compensation reduction, notify the Consultant in writing of its acceptance or objection to the amount of compensation reduction, together with the Owner's determination of the proper amount of compensation reduction, which determination shall be conclusive.

2.14 Suspension

If the Owner suspends the Project, or any portion thereof, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the services. The fees for the remaining services and the time schedules shall be equitably adjusted. If the Owner suspends the Project or a portion thereof for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

2.15 Consultant's Representative

The Consultant shall designate a person to act as the Consultant's Representative as identified in **Exhibit A**. The Consultant's Representative shall have complete authority on behalf of the Consultant to transmit or receive information, to propose or proceed with action requested by the Owner and to execute Addenda on behalf of the Consultant.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

3.1 Furnishing Information and Instructions; Examination of Documents

3.1.1 Upon request by the Consultant, the Owner will make available for the Consultant's investigation and use the Owner's library of record documents for the Owner's existing facilities, and other information pertinent to the Services which may be available, including any survey and geotechnical information. However, it will be the Consultant's responsibility to research these existing documents to determine which, if any, are applicable to the Services. It will also be the Consultant's responsibility to verify all applicable information shown on the Owner's record documents or any other information provided by the Owner prior to relying upon such information for execution of the Services.

3.2 Review of Consultant's Submittals

Subject to the provisions of this Agreement, the Owner may examine all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda and other documents and instruments prepared by the Consultant and delivered to the Owner pursuant to this Agreement, within a reasonable time so as not to unreasonably delay the Consultant in the rendering of its Services. The Owner will promptly notify the Consultant of any observed deviations from the Scope of Services as defined herein and in the attached **Exhibit A**, errors or other defects in such data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda and other documents and instruments.

3.3 Reasonable Access

The Owner will allow the Consultant reasonable access to facilities controlled by the Owner to enable the Consultant to perform the Services. The Consultant agrees that such rights of access shall not be exercised in a manner or to such extent as to impede or interfere with the operation of the Owner's facilities, or with the operations of the Owner's lessees, licensees, or permittees of the Owner or the applicable owners of such facilities. The Consultant further agrees to abide by all applicable regulations regarding access to the Owner's facilities, including access to Airfield Operating Areas (AOA). The Consultant will obtain all necessary badges and clearances required for such access by the Consultant's personnel at no additional cost to the Owner.

3.4 Owner's Representative

The Owner's Representative, as identified in **Exhibit A**, acts as the Owner's Representative with respect to Services to be provided by the Consultant under this Agreement.

ARTICLE 4 – TIME

4.1 The Consultant's Services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Services through completion.

4.2 The date for commencement of the Services by the Consultant is the effective date of the Notice to Proceed.

4.3 A schedule for the Services shall be included in each Addendum by executing an Addendum, the Consultant acknowledges that the schedule set forth in such Addendum is both realistic and achievable, and that the Services will be completed within the time frame set forth in the schedule.

4.4 If, at any time prior to completion of the Services, the Consultant determines that the Services are not progressing according to the schedule as set forth in the Addendum, the Consultant shall immediately notify the Owner 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.

ARTICLE 5 – PAYMENTS TO CONSULTANT FOR SERVICES AND REIMBURSABLE EXPENSES

5.1 Compensation for Services

For Services rendered by the Consultant, the Owner shall pay the Consultant in accordance with the payment terms defined in **Exhibit A**. To obtain payment in the most expeditious manner, the Consultant may enroll in the Viewpost payment software program which includes an option for electronic funds transfer. The Owner will provide instructions on the enrollment process.

5.2 Reimbursable Expenses

5.2.1 The Owner shall pay the Consultant for Reimbursable Expenses incurred by the Consultant as defined in **Exhibit A and Exhibit C, Paragraph 4.**

5.2.2 Reimbursement for travel, for either Basic or Additional Services, shall be made in accordance with the Owner's travel policy attached as **Exhibit D.**

5.3 Invoices

5.3.1 The Consultant shall submit invoices to the Owner, in the form attached as **Exhibit C**, no more frequently than monthly, for all Services rendered hereunder since the last monthly invoice. Invoices shall be in a form and with detail satisfactory to the Owner and shall include the nature and amount of each expense, separated and identified as reasonably requested by the Owner. The Consultant shall submit one (1) original of the invoice to the Owner, by uploading the invoice in accordance with the Owner's instructions.

5.3.2 Monthly invoices shall also contain the following information:

- .1 Lump sum amount invoices shall include a percentage of such lump sum fee equal to the percentage of Services completed since the last monthly invoice.
- .2 Per Diem or hourly rates invoices shall be based upon the number of days or hours of service actually rendered by the Consultant and its Subconsultants since the last monthly invoice, broken down by appropriate billing classifications.
- .3 Monthly invoices for Reimbursable Expenses incurred since the last monthly invoice shall include the nature and amount of each expense, the date on which it was incurred, and the task to which each expense relates, submitted in a form and with detail satisfactory to the Owner.
- .4 Certification from a Principal or Officer that amounts previously paid by the Owner to the Consultant for work, expenses, supplies, etc. of Subconsultants have been disbursed.
- .5 Consultant Disbursement Form included in Exhibit C.

5.3.4 The Consultant represents and warrants that all billable hours and rates furnished by the Consultant to the Owner shall be accurate, complete and current as of the date of this Agreement or Addenda hereto. Current rates are defined as the most recently negotiated rates with Consultant and Subconsultants. Consultant shall also verify that Subconsultant rates are accurate, complete and current prior to submission of invoices. The Consultant further covenants and agrees that all billing rates, estimates of the percent of Services which have been completed, and other factual unit costs furnished by the Consultant to the Owner to support any lump sum amount, or per diem or hourly rates, which the Owner agrees to pay for any Services shall be accurate, complete and current as of the date of this Agreement or any Addenda authorizing the Consultant to perform Services. The making of any willfully false statement by the Consultant in a monthly invoice shall be grounds for the immediate termination by the Owner of this Agreement.

5.3.5 The Owner shall notify the Consultant in writing of any objection to the amount of such invoice, together with the Owner's determination of the proper amount of such invoice. Such notice shall be accompanied by the Owner's payment of any undisputed portion of such monthly invoice. Any dispute over the proper amount of such monthly invoice shall be resolved by mutual agreement of the parties, and after final resolution of such dispute, the Owner shall promptly pay the Consultant the amount so determined, less any amounts previously paid by the Owner with respect to such monthly invoice. In the event it is determined that the Owner has overpaid such monthly invoice, the Consultant shall promptly refund the amount of such overpayment to the Owner, together with interest thereon at the rate of 6% per annum from the date such amounts were paid by the Owner.

5.3.6 Consultant shall, upon written request from the Owner, provide such records to verify payment to Sub-consultants. Records may include, but not be limited to, cancelled checks, invoices and other financial information.

5.3.7 Upon completion of the performance of Additional Services covered by any particular Addenda, or as agreed to by the parties, Consultant shall submit a final invoice and denote "Final Invoice" on same.

5.4 Adjustment to Fees

In addition to any other rights or remedies available to the Owner, the Owner shall have the right to adjust the fee payable to the Consultant for any Services in order to prevent payment by the Owner of any sum which the Owner determines was increased due to inaccurate, incomplete, non-current billing rates, hours or estimate of completion status, and other factual unit costs, provided that such adjustment is made by the Owner within one year from the date of payment by the Owner of the Consultant's final invoice for the Services to which the adjustment relates.

5.5 Annual Rate Adjustment

The per diem or hourly rates set forth in **Exhibit A** may be reviewed annually on or before the anniversary date of this Agreement. In the event Consultant has more than one Agreement with the Owner, the anniversary date will be the latter Agreement's anniversary date. Any adjustments to per diem or hourly rates shall be negotiated, approved in writing by the Owner and shall be effective no earlier than the anniversary date of the Agreement. Adjusted billing rates cannot be utilized for billable hours performed prior to the approval date. Subconsultant billing rates may or may not be affected by the annual rate adjustment, i.e. Subconsultant with rates negotiated under another agreement and within one year of those negotiated rates.

ARTICLE 6 - RECORDS

6.1 Maintenance of Records

The Consultant shall maintain complete and accurate records relating to all Services rendered by Consultant and any Sub-consultants pursuant to this Agreement. Records shall be kept in a form reasonably acceptable to the Owner. Records and invoices for Services shall include all of the information required in order to determine the Consultant's monthly hours for each employee rendering Services hereunder, and shall identify the Services rendered by each employee in a manner acceptable to the Owner. Records for Reimbursable Expenses shall identify the nature and amount of each expense the date on which it was incurred, and the task to which the expense relates.

6.2 Access to Records and Reports

The Consultant shall maintain an acceptable cost accounting system. All of the Consultant's books, documents, papers and records directly relating to Services shall, upon reasonable notice by the Owner, be made available to the Owner, the FAA, the TSA, the FDOT and the Comptroller General of the United States of America, all of whom shall have the right from time to time, through their respective duly authorized representatives, at all reasonable times, to review, inspect, audit or copy the Consultant's records. Production of such records by the Consultant shall not constitute promulgation and shall retain in the Consultant all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Consultant has overstated its hours of service, Reimbursable Expenses, per diem or hourly rates for any month, or percentage of lump sum amount earned in any month, the amount of any overcharge paid by Owner as a result of an overstatement shall forthwith be refunded by the Consultant to the Owner with interest thereon, if any, at a rate of six percent (6%) per annum on the overstated amount accrued from forty-five (45) days after the Owner's notice to the Consultant of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Consultant's statement for that month, the entire reasonable expense of the audit shall be borne by the Consultant. The Consultant shall retain all

records, books, and reports required under this Contract and shall make same available to the requesting party for a period of five (5) years from the date of payment by the Owner of the final invoice for the Services and all pending matters are closed. The Consultant shall insert this provision into any lower tier contract.

6.3 Public Records

When the Consultant receives any request to inspect or copy any records that relate to this Agreement, it shall promptly provide the Owner with a copy of the request. The Owner will respond to each such request on behalf of itself and the Consultant and the Consultant agrees to fully cooperate with the Owner with regard to all records requests and comply with all decisions made by the Owner regarding the production/disclosure. The Consultant shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the services being performed by the Consultant.
2. Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, as amended, or as otherwise provided by law.
3. Except as authorized by law, ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed *for the duration of the Agreement, as well as following completion or termination of the Agreement if the Consultant does not transfer the records to the Owner.*
4. Meet all requirements for retaining public records and *upon completion or termination of the Agreement, transfer, at no cost, to the Owner all public records in possession of the Consultant or keep and maintain the public records required by the Owner and the law to perform the Services. If the Consultant transfers all public records to the Owner upon completion or termination of the Agreement, the Consultant shall 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 Owner in a format that is compatible with the information technology systems of the Owner. If the Consultant keeps and maintains public records upon completion or termination of the Agreement, the Consultant shall meet all applicable requirements for retaining public records.*
5. Failure to grant such public access or otherwise comply with the Owner's request for records will be grounds for immediate termination of this Agreement by the Owner.
6. *Failure to provide the public records to the Owner within a reasonable time may also subject the Consultant to penalties under section 119.10, Florida Statutes.*
7. *If a civil action is filed against Consultant to compel production of public records relating to this Agreement, Consultant will be solely responsible and liable for its attorney's fees and any resulting damages.*

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 OWNER'S CUSTODIAN OF PUBLIC RECORDS, WHO CAN BE REACHED AT: (407) 825-7105; www.orlandoairports.net/publicrecords; OR "GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS" ONE JEFF FUQUA BOULEVARD, ORLANDO, FLORIDA 32827.

ARTICLE 7 –TERM OF AGREEMENT AND TERMINATION

7.1 Term of Agreement

This Agreement has no term. Owner will provide notice to Consultant at the conclusion of Services that all services contemplated under this Agreement have been completed and will be administratively closed. All provisions in the Agreement that are intended to survive completion, expiration or termination, shall continue by their terms. Federally funded projects will be limited to those projects that can reasonably be expected to be initiated within five years of the date of this Agreement.

7.2 Agreement Termination – Default

This Agreement or the Services performed hereunder may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement, or under any Addendum hereto, through no fault of the terminating party; provided, however, that no such termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. The Consultant's obligations to the Owner arising from the Consultant's improper acts or omissions shall survive the termination of this Agreement. In the event the termination is due to Consultant's failure to fulfill the Consultant's obligations, the Consultant must deliver to Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and material prepared by the Engineer under the Agreement, whether complete or partially complete. In the event the termination is due to Consultant's failure to fulfill the Consultant's obligations, the Owner may take over the work and prosecute the same to completion by Agreement or otherwise pursuant to the provisions herein. In such case, the Consultant shall be liable to the Owner for any additional cost occasioned to the Owner thereby. Owner reserves the right to withhold payments to Consultant until such time the default is cured, if applicable, or the Owner elects to terminate the Agreement. Any compensation paid to Consultant for satisfactory work completed up and through the date the Consultant received the termination notice will not include anticipated profit on non-performed services under any circumstance. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the contract price shall be made as provided herein. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

7.3 Agreement Termination – Convenience

This Agreement or the Services performed hereunder may be terminated in whole or in part in writing by the Owner for its convenience and an equitable adjustment in the contract price shall be made; provided, however, that the Consultant shall be given (1) not less than thirty (30) calendar days written notice of intent to terminate; and (2) an opportunity for consultation with the Owner (in the manner determined by the Owner in its sole discretion) prior to termination. Any compensation paid to Consultant for satisfactory work completed up and through the date the Consultant received the termination notice will not include anticipated profit on non-performed services under any circumstance. Upon receipt of the notice of termination, except as explicitly directed by Owner, the Consultant must immediately discontinue all services affected. Upon termination of the Agreement, the Consultant must deliver to Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and material prepared by the Engineer under the Agreement, whether complete or partially complete. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

7.4 Agreement Termination – False Certification/Scrutinized Company

Owner 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 that Boycott Israel List or is engaged in a boycott of Israel.

In the event this agreement is for One Million Dollars (\$1,000,000.00) or more, Owner 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.

7.5 Addenda Termination

Owner may terminate Addenda without cause by verbal or written notification to Consultant. Upon notification, Consultant will immediately discontinue all Services specified in the Addenda and submit a final invoice to the Owner within thirty (30) days of Owner's notice of termination to Consultant for those services actually performed.

7.6 Termination - Price Adjustment

In connection with any termination of the Agreement or any Addenda, the Consultant shall have no entitlement to recover anticipated profit for Services or other work not performed.

7.7 Notice of Intent to Terminate

Upon the Owner's giving of notification of termination of the Consultant, or upon the Consultant's giving of notice of intent to terminate as provided herein, the Consultant shall: (1) promptly discontinue all Services affected (unless the Owner directs otherwise); and (2) upon request, deliver or otherwise make available to the Owner all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been prepared or accumulated by the Consultant or by the Subconsultants in performing Services under this Agreement, whether completed or in process. The rights and remedies of the Owner provided in this Agreement are in addition to any other rights and remedies provided by law or under this Agreement.

7.8 Owner's Right to Complete Terminated Services

Upon termination pursuant to this Agreement, the Owner may take over the Services and perform the Services to completion by agreement with another party or otherwise. In doing so, the Owner shall not waive its right to pursue any remedy that it may have against the Consultant arising out of the Consultant's performance hereunder.

7.9 Remedies

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

ARTICLE 8 – DOCUMENTS AND DRAWINGS

8.1 Furnishing Copies

8.1.1 Except as otherwise provided in this Agreement or in any Addendum hereto, the Consultant shall furnish the Owner one (1) editable electronic media copy in original software format, one (1) in PDF format and one (1) hard copy of all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, and all other documents and instruments of any type or nature (except working papers), which have been prepared

by the Consultant or by the Subconsultants in rendering Services. The Consultant further agrees that at the Owner's request, the Consultant shall cause one or more of its qualified employees to review promptly personally with the Owner's designated representatives any and all such drawings and documents. Copies of drawings and documents shall be furnished to the Owner by the Consultant at the Owner's request, and except as otherwise provided in any Addendum for Additional Services, the Consultant shall receive a reasonable amount for reimbursement of its cost for such additional copies.

8.1.2 Except as otherwise provided in any Addendum for Additional Services, the Consultant shall immediately upon the termination of this Agreement for any reason, furnish to the Owner at no additional cost or expense one reproducible copy, in media acceptable to the Owner and one complete set on electronic media, of all drawings and documents which have been prepared or accumulated by the Consultant or by any Subconsultant in rendering Services but which have not been furnished previously to the Owner by the Consultant pursuant to this Agreement.

8.2 Ownership

All documents prepared or accumulated by the Consultant in rendering Services shall be the sole property of the Owner and the Owner shall be vested with all rights therein of whatever kind and however created; provided, however, that the Consultant shall have no liability to the Owner for the Owner's use of the Consultant's work product unless used in connection with this Agreement or any Amendments or Addenda thereto, or for the Owner's use of work product of the Consultant which is delivered to the Owner in incomplete form, accompanied by written notice to the Owner that such work is incomplete describing in sufficient detail why the documents are incomplete. No reports, maps, drawings, specifications or other documents produced in whole or in part under this Agreement shall be the subject of any application for copyright by or on behalf of the Consultant or any of its Subconsultants.

8.3 Identification of Documents

All drawings, specifications, reports, maps and other documents completed as part of this Agreement, other than documents provided exclusively for internal use by the Owner, shall contain the month and year the document was prepared, the words, "Orlando International Airport" or "Orlando Executive Airport," as the case may be, or such other notations as the Owner may direct in writing.

8.4 Confidentiality

The Consultant shall not, during the term of this Agreement and forever thereafter, knowingly divulge, furnish or make available to any third person, firm or organization, without the Owner's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any information generated by the Consultant or received from the Owner, concerning the Services rendered by the Consultant or any Subconsultant pursuant to this Agreement. The Owner's intent is to protect security and proprietary information. The Owner does not intend to restrict the Consultant from normal publication, marketing or awards activities and will not unreasonably withhold its consent.

8.5 Sensitive Security Information

The Consultant shall not, during the term of this Agreement and forever thereafter, knowingly divulge, furnish or make available any sensitive security information to any third person, firm or organization, without the Owner's knowledge and prior written consent, including requests for said information made in the course of judicial or legislative proceedings where such information has been properly subpoenaed, Consultant is further prohibited from releasing and reproducing security sensitive information within Consultant's firm and distribution among Consultant's Subconsultants without the Owner's knowledge and prior written consent.

8.5.1 SSI: Sensitive Security Information – also noted as (SSI) – is information that, if publicly released, would be detrimental to transportation security, as defined by Federal regulation 49 C.F.R. part 1520. Although SSI is not classified information, there are specific procedures for recognizing, marking, protecting, safely sharing, and

destroying SSI. Persons receiving SSI are considered “covered persons” under the SSI regulation in order to carry out responsibilities related to transportation security and are obligated to protect this information from unauthorized disclosure.

- 8.5.2 A. The following information indicates requirements for access to, control of, and/or distribution of Project Documents Marked as Sensitive Security Information or SSI.
1. You Must – Lock All SSI: Store SSI in a secure container such as a locked file cabinet or drawer (as defined by Federal regulation 49 C.F.R. part 1520.9 (a)(1)).
 2. You Must – When No Longer Needed, Destroy SSI: Destruction of SSI must be complete to preclude recognition or reconstruction of the information (as defined by Federal regulation 49 C.F.R. part 1520.19).
 3. You Must – Mark SSI: The regulation requires that even when only a small portion of a paper document contains SSI, every page of the document must be marked with the SSI header and footer shown at left (as defined by Federal regulation 49 C.F.R. part 1520.13). Alteration of the footer is not authorized.
- B. Reasonable steps must be taken to safeguard SSI. While the regulation does not define reasonable steps, the TSA SSI Branch offers the following best practices as examples of reasonable steps:
1. Use an SSI cover sheet on all SSI materials.
 2. Electronic presentations (e.g., PowerPoint) should be marked with the SSI header on all pages and the SSI footer on the first and last pages of the presentation.
 3. Spreadsheets should be marked with the SSI header on every page and the SSI footer on every page or at the end of the document.
 4. Video and audio should be marked with the SSI header and footer on the protective cover when able and the header and footer should be shown and/or read at the beginning and end of the program.
 5. CDs/DVDs should be encrypted or password-protected and the header and footer should be affixed to the CD/DVD.
 6. Portable drives including “flash” or “thumb” drives should not themselves be marked, but the drive itself should be encrypted or all SSI documents stored on it should be password protected.
 7. When leaving your computer or desk you must lock all SSI and you should lock or turn off your computer.
 8. Taking SSI home is not recommended. If necessary, get permission from a supervisor and lock all SSI at home.
 9. Do not handle SSI on computers that have peer-to-peer software installed on them or on your home computer.
 10. Transmit SSI via email only in a password protected attachment, not in the body of the email. Send the password without identifying information in a separate email or by phone.
 11. Passwords for SSI documents should contain at least eight characters, have at least one uppercase and one lowercase letter, contain at least one number, one special character and not be a word in the dictionary.
 12. Faxing of SSI should be done by first verifying the fax number and that the intended recipient will be available promptly to retrieve the SSI.
 13. SSI should be mailed by U.S. First Class mail or other traceable delivery service using an opaque envelope or wrapping. The outside wrapping (i.e. box or envelope) should not be marked as SSI.
 14. Interoffice mail should be sent using an unmarked, opaque, sealed envelope so that the

- SSI cannot be read through the envelope.
15. SSI stored in network folders should either require a password to open or the network should limit access to the folder to only those with a need to know.
 16. Properly destroy SSI using a cross-cut shredder or by cutting manually into less than ½ inch squares.
 17. Properly destroy electronic records using any method that will preclude recognition or reconstruction.
 18. Maintain an up-to-date record of all SSI Documents and list of persons with access to SSI Documents.
- C. When transmitting SSI, the SSI marking must be applied to the transmittal document (letter, memorandum, or fax). The transmittal document must contain, if applicable, a disclaimer noting that it is no longer SSI when it is detached from the SSI it is transmitting (transmittal e-mails do not need to contain this disclaimer), and a warning that if received by an unintended or different recipient, the sender must be notified immediately.
- D. When discussing or transmitting SSI to another individual(s), DHS Covered Persons must ensure that the individual with whom the discussion is to be held or the information is to be transferred has a valid Need-to-know. In addition, DHS Covered Persons must ensure that precautions are taken to prevent unauthorized individuals from overhearing the conversation, observing the materials, or otherwise accessing the information.
- E. SSI shall be mailed in a manner that offers reasonable protection of the sent materials and sealed in such a manner as to prevent inadvertent opening and show evidence of tampering.
- F. SSI may be mailed by U.S. Postal Service First Class Mail or an authorized commercial delivery service such as DHL or Federal Express.
- G. SSI may be entered into an inter-office mail system provided it is afforded sufficient protection to prevent unauthorized access, e.g., sealed envelope.

8.5.3 ACKNOWLEDGEMENT OF SENSITIVE SECURITY INFORMATION

- A. The Owner has deemed there may be components of this project to be of critical concern due to said component scope. Executing this document is acknowledging the Security Sensitive Information (SSI) requirements and the proper Safeguarding of Sensitive but Unclassified Information.
- B. Below is the SSI language from 49 CFR Part 15.13 that will be incorporated into the all construction drawing sheets and on the project manual components that are SSI:
- WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520 or that may be otherwise exempt from public disclosure pursuant to Florida Statutes sections 331.22, 119.071, and/or 281.301. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of both the Greater Orlando Aviation Authority and either the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action.

1. I have the express authority to sign this agreement and hereby consent to all conditions stated herein, in consideration of my being granted conditional access to certain information, specified in paragraph (1) above, that, is owned by, produced by, or in the possession of the Greater Orlando Aviation Authority.
2. Sensitive Security Information. I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of SSI information as cited in this Agreement and in accordance with 49 CFR Part 1520, "Protection of Sensitive Security Information," "Policies and Procedures for Safeguarding and Control of SSI," as amended, and any supplementary guidance issued by an authorized official of the Department of Homeland Security.
3. By being granted conditional access to the information in paragraph (1), indicated above, I am obligated to protect this information from unauthorized disclosure. I will not disclose or release any information provided to me pursuant to this Agreement without proper authority or authorization. Only those persons who have a need to know may handle this information, and I will ensure that they will comply with all maintenance, safeguarding, dissemination, and handling requirements provided in 49 CFR Part 1520.
4. Neither the execution of this agreement nor the release of the records indicated in paragraph (1) above operates as a waiver of the confidential and exempt status of the records.
5. Violation of this nondisclosure agreement or of the attached federal regulations is grounds for a civil penalty and other enforcement or corrective action by DOT and DHS and, if awarded the contract, will be cause for termination.

C. The following documents are by reference:

- 49 CFR Part 15
- 49 CFR Part 1520
- Sensitive Security Information – Best Practices Guide for Non-DHS Employees and Contractors.
- Sensitive Security Information – SSI Quick Reference Guide for DHS Employees and Contractors
- DHS Form 11000-6 (08-04) – Department of Homeland Security Non- Disclosure Agreement.

ARTICLE 9 - NOTICES

9.1 Consultant

All notices required to be given to the Consultant hereunder shall be in writing and shall be given by United States mail, postage prepaid, or by facsimile addressed to the Consultant's Representative as defined in **Exhibit "A."** Neither electronic mail nor instant messaging shall be considered notice as required hereunder.

9.2 Owner

All notices required to be given to the Owner hereunder shall be in writing and shall be given either by manual delivery or by United States mail, postage prepaid, addressed to the Owner's Representative as defined in **Exhibit "A."**

9.3 Change of Address

Any party may change its address for purposes of this Article by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 10 - REMEDIES; ATTORNEYS' FEES AND COSTS

10.1 All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to any party at law or in equity. 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.

10.2 Any claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof shall, as an express condition precedent to suit, first be subject to mandatory mediation to be set at a mutually agreeable time, but in no event greater than thirty (30) days after the claim or dispute arises. Action on any unresolved claim or dispute shall be brought only in the Circuit Court of the Ninth Judicial District in and for Orange County, Florida or in the sole discretion of the Owner, non-binding arbitration under the auspices of the American Arbitration Association. The parties hereby agree that process may be served on the Consultant and the Owner by Certified United States Mail, postage prepaid, addressed to the Owner's Representative or the Consultant's Representative as defined in **Exhibit "A."** The parties hereby consent to the jurisdiction the Circuit Court of the Ninth Judicial District in and for Orange County, Florida.

10.3 Governing Law

The Agreement shall be governed by the laws of Florida.

10.4 Successors and Assigns

The Consultant binds itself, its successors, assigns and legal representatives to the Owner and the Owner's successors, assigns and legal representatives in respect to covenants, agreements and obligations contained in the Agreement and any Addenda. The Consultant shall not assign the Agreement or any Addenda in whole or in part without written consent of the Owner.

ARTICLE 11 - PROHIBITION AGAINST CONTINGENT FEES

The Consultant represents and warrants to the Owner 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 Agreement, 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 any other consideration contingent upon or resulting from the award or making of this Agreement, and that it has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement.

ARTICLE 12 - TRANSFERS AND ASSIGNMENTS

The Consultant shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Consultant with a third party) or (except as otherwise authorized in this Agreement or in an Addendum hereto) subcontract any of its obligations hereunder to third parties without the prior written approval of the Owner. The Owner shall be entitled to withhold such approval for any reason or for no reason. Except as limited by

the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon the Owner and the Consultant, and their respective successors and assigns.

ARTICLE 13 - WAIVER OF CLAIMS

The Consultant and the Owner hereby mutually waive any claims against each other, their members, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this Agreement or any part thereof, or any Addendum hereto, or arising out of any judgment or award in any suit or proceeding declaring this Agreement or any Addendum hereto null, void, or voidable or delaying the same, or any part thereof, from being carried out; provided, however, that this waiver shall not prevent the Consultant from seeking to recover the reasonable value of the Services rendered by the Consultant prior to the entry of such judgment or award.

ARTICLE 14 - MEMBER PROTECTION

No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreements or documents pertaining to the Services of the Consultant or any Subconsultant hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against the Owner or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member, officer, employee or agent, as such, past, present or future, of Owner either directly or through Owner or otherwise, for any claim arising out of this Agreement or the Services rendered pursuant to it, or for any sum that may be due and unpaid by the Owner. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Owner 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 Agreement for the Services rendered pursuant to it, or for the payment for or to the Owner, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Owner, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

ARTICLE 15 - INDEMNIFICATION AND INSURANCE

15.1 Consultant's Obligations for Indemnification

15.1.1 To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the Owner, its officers, directors, agents and employees and all members of the governing board, from and against any and all claims, suits, demands, judgements, liabilities (including statutory liabilities under Workers Compensation laws), damages, actions or proceedings, losses, and costs, fines, and penalties including, but not limited to, reasonable attorneys' fees, investigation costs, and expert or consultant costs, ("Damages") to the extent caused in whole or in part by the negligence, recklessness, intentionally wrongful conduct, or improper acts, errors or omissions of the Consultant, any Subconsultant, and any of their officers, directors, partners, or any persons directly or indirectly employed by or any person acting on behalf of the Consultant in the performance the Services, duties and responsibilities provided in this Agreement.

15.1.2 This indemnification shall survive the expiration or termination of this Agreement.

15.1.3 If the indemnification provisions recited in Article 15.1.1 are deemed to be void in whole or in part under Florida law, then the Consultant shall indemnify Owner, its officers, directors, employees and members of its governing board in accordance with, and to the fullest extent permitted by, the obligations and limitations set forth in Florida Statute 725.08.

15.2 Notice of Claims

Each party agrees to give the other party reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the other party or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. Furthermore, Consultant shall notify the Owner and document in detail any matter resulting from the performance of Services that may give rise to a claim by a third party against Owner, Consultant and/or Subconsultant. Consultant shall cooperate with Owner and its agents or representative, in the investigation and resolution of any incident that may give rise to a claim or actual claim made against Owner, Consultant or Subconsultant of any tier arising directly or indirectly from this Agreement. Any action taken by Consultant, Subconsultant, or its insurer to resolve, settle or release itself from a claim shall be coordinated with Owner. No release shall be executed without final approval from Owner, which shall not be unreasonably withheld.

15.3 Survival of Indemnity Provisions

The indemnification provisions of this Article 15 shall survive the expiration or termination of this Agreement with respect to any acts or omissions occurring during the term of this Agreement and shall not be affected or reduced by any information with which the Owner has been provided or may otherwise obtain in the future.

15.4 Employee Benefit Acts

In any and all claims against either party, or any of their partners, officers, directors, stockholders, members, agents, servants or employees, by any employee of the other party, any subconsultant of such party, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the employing or responsible party under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

15.5 Consultant's Insurance Requirements

At its sole expense, Consultant shall maintain the following insurance throughout the term of this Agreement, including any extensions or renewals, and such insurance requirements shall provide coverage for the Consultant, its subconsultants, representatives, and anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable.

15.5.1 COMMERCIAL GENERAL LIABILITY insurance covering property damage and bodily injury (including death), contract liability with limits of liability no less than the amount set forth in **Exhibit E**, which shall include, but not be limited to, premises, products and completed operations, and contractual liability coverage for the Consultant's covenants to and indemnification of the Owner and the City under this Agreement.

15.5.2 AUTOMOBILE LIABILITY insurance covering motor vehicles, including, but not limited to owned, non-owned, and hired vehicles, used in conjunction with the Services with limits of liability no less than the amount set forth in **Exhibit E**, for death or bodily injury and for damage to property, each occurrence.

15.5.3 WORKERS COMPENSATION in statutory limits in accordance with the laws of Florida and EMPLOYER'S LIABILITY insurance covering Consultant and its employees or persons acting at the direction of Consultant in the performance of Services in the amount as set forth in **Exhibit E**.

15.5.4 PROFESSIONAL LIABILITY insurance covering Consultant for claims, losses and expenses resulting from wrongful acts, errors or omissions committed in the performance of, or failure to perform, all Services under this Agreement with limits of liability in the amount as set forth in **Exhibit E**.

15.5.5 OTHER INSURANCE REQUIREMENTS: Consultant agrees to the following as it relates to all insurance requirements:

15.5.5.1 The Consultant shall include the following as additional insured under the Commercial General Liability and Auto Liability coverages, including any excess policies: Greater Orlando Aviation Authority and the City of Orlando, and their respective members (including, without limitation, members of the Owner's Board and the City's Council and members of citizens advisory committees of each), officers, agents and employees of each.

15.5.5.2 Self-Insured Retention and Deductibles. Consultant's insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, if the value of this Agreement is less than \$1,000,000, and not be subject to a self-insured retention or deductible exceeding \$100,000, if this Agreement is \$1,000,000 or more, unless approved by the Owner's Chief Executive Officer. The above deductible limits may be exceeded if the Consultant's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Consultant pay the deductible prior to its insurer's payment of the claim.

15.5.5.3 Insurance policies shall be primary insurance and not contributory to any other valid insurance Owner may possess, and that any other insurance Owner does possess shall be considered excess insurance only.

15.5.5.4 Insurance shall be carried with an insurance company or companies with a financial stability rating by A.M. Best of B+ VI or better and said policies shall be in a form acceptable to Owner.

15.5.5.5 Any liability insurance maintained by Consultant written on a claims-made form basis will maintain coverage for two (2) years to cover claims made after the Consultant has concluded its services to Owner.

15.5.5.6 All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of Owner and the City of Orlando.

15.5.5.7 A properly completed and executed Certificate of Insurance on a form provided or approved by Owner (such as a current ACORD form) evidencing the insurance coverages required by this Section shall be furnished to the Owner prior to the effective date of this Agreement or prior to any start of services, whichever comes first, and each renewal thereafter during the term of this Agreement and its renewal/extension. Consultant acknowledges that any acceptance of Certificate of Insurance by Owner does not waive any obligations herein this Agreement.

15.5.5.8 The Owner is currently contracted with a third party for the management of all insurance certificates related to Owner Contracts. Consultants will be contacted directly by the third party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will be sent instructing each Consultant of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of this Agreement. Consultants will respond as directed in the introductory letter as well as any further instructions they may receive.

15.5.5.9 The Consultant shall provide the Owner immediate written notice of any adverse material change to the Consultant's required insurance coverage. For purposes of this Insurance Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Consultant's self-insured retention and any non-renewal or cancellation of required insurance.

15.5.5.10 If any insurance coverage is canceled or reduced, Consultant shall, within forty-eight (48) hours remit to Owner a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to Owner. If Consultant fails to obtain or have such insurance reinstated, Owner may, if it so elects, and without waiving any other remedy it may have against Consultant, immediately terminate this Agreement upon written notice to Consultant.

15.5.5.11 The Owner's Chief Executive Officer shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Agreement, and Consultant shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

15.5.5.12 The Consultant is ultimately liable to the Owner for those actions of its Subconsultants providing Services on assigned work. It is the Consultant's responsibility to ensure that its Subconsultants are also covered under the required insurance limits. The Consultant may either require its Subconsultants to purchase insurance coverage set forth herein individually or include the Subconsultant under the Consultant's insurance program.

ARTICLE 16 - APPROVAL BY FEDERAL AND STATE AGENCIES

The Owner agrees to use its best efforts to obtain approval of this Agreement and any Addenda hereto from Federal and State agencies to the extent required by law or regulation. If the Owner determines that modifications to this Agreement or any Addenda hereto are required to qualify for State or Federal funding for the Consultant's Services, and if the Consultant shall fail to consent to such modifications, or if the Consultant is unable to comply within a reasonable time with applicable Federal or State laws and regulations governing the grant of such funds for Services, the Owner shall have the right to terminate this Agreement or any such Addenda hereto.

ARTICLE 17 - FEDERAL PROVISIONS

17.1 The Consultant shall comply with all federally-required provisions that are included in Exhibit A.

ARTICLE 18 – DBE/MWBE AND LDB/VBE POLICY AND PROCEDURE

18.1 It is the policy of the Owner, FDOT, and the FAA on all federally and state funded contracts for Services that disadvantaged business enterprises, as defined in the Owner's Disadvantaged Business Enterprises ("DBE") Participation Policy for professional services and as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of professional services contracts awarded by the Owner, including, but not limited to, contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the requirements of the Owner's DBE Participation Policy apply to this Agreement. The Consultant and all Subconsultants shall take all necessary and reasonable steps in accordance with the Owner's DBE Participation Policy to ensure that DBE firms have the maximum opportunity to compete for and perform contracts.

18.2 It is the policy of the Owner on all non-federally and non-state funded contracts for Services that Minority and Women Business Enterprises ("MWBE") shall have the opportunity to participate in the performance of professional services contracts awarded by the Owner, including, but not limited to, contracts financed in whole or in part with FDOT funds under this Agreement. Consequently, the requirements of the Owner's MWBE Policy apply to this Agreement. The Consultant and all Subconsultants shall take all necessary and reasonable steps in accordance with the Owner's MWBE policy to ensure that MWBE firms have the maximum opportunity to compete for and perform on contracts. Prior to being awarded a scope of work, the Consultant shall provide to the Owner either: 1) evidence that the Consultant has contracted with MWBEs to meet the Owner's MWBE goal for the Services, or 2) evidence satisfactory to the Owner that the Consultant has made good faith efforts to reach the Owner's MWBE goal for the Services.

18.3 It is the policy of the Owner on all non-federally funded and non-FDOT funded contracts for Services that Local Developing Businesses ("LDB/VBE") shall have the opportunity to participate in the performance of professional services contracts awarded by the Owner. The LDB/VBE goal is separate and distinct from the MWBE goal set forth in paragraph 18.2 above. Consequently, the requirements of the Owner's LDB/VBE Policy apply to this Agreement. The Consultant and all Subconsultants shall take all necessary and reasonable steps in accordance with the Owner's LDB/VBE policy to ensure that LDB/VBE firms have the maximum opportunity to compete for and perform contracts. Prior to being awarded a scope of work, the Consultant shall provide to the Owner either: 1) written commitment to contract with LDB/VBE certified firms to meet the Owner's LDB/VBE goal for the project, or 2) evidence, satisfactory to the Owner, that the Consultant made good faith efforts to reach the Owner's LDB/VBE goal for the Services.

18.4 The Consultant or any Subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as set forth in Exhibit A, Special Provisions – Federal Contract Clauses at Airport Facilities.

18.5 The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 10 business days from the receipt of each payment the Consultant receives from the

Owner. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE Subconsultants. Upon Owner's request, the Consultant shall submit proof of payment to each DBE, MWBE, LDB/VBE firm.

18.6 The Consultant shall not breach any of its obligations with the DBEs, MWBEs or LDB/VBEs. In the event the Consultant desires to terminate or replace a DBE, MWBE or LDB/VBE, the Consultant shall promptly notify the Owner of the impending termination, the reason for the termination and obtain the Owner's approval prior to proceeding with the termination. Following the termination, the Consultant shall endeavor to replace the terminated DBE, MWBE or LDB/VBE with another similar to certified DBE, MWBE or LDB/VBE. If the Bidder is unable to utilize another DBE, MWBE or LDB/VBE for the performance of that portion of the agreement, the Consultant shall provide the Owner with documentation, in a form satisfactory to the Owner, showing that it is not possible to replace the terminated DBE, MWBE or LDB/VBE with another DBE, MWBE or LDB/VBE.

ARTICLE 19 - MISCELLANEOUS PROVISIONS

19.1 Government Agencies which are not Parties

Neither the FAA, the TSA nor the FDOT has nor will they incur any obligations to the Consultant under this Agreement.

19.2 Conflict of Interest

Except with the Owner's knowledge and consent, the Consultant and Subconsultants shall not undertake Services which would reasonably appear that such Services could compromise the Consultant's professional judgment or prevent the Consultant from serving the best interests of the Owner.

19.3 Owner Member, Officer or Employee

No member, officer, or employee of the Owner during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Additionally, no member, officer or employee of the Owner shall have any interest, direct or indirect, in any portion of this Agreement or the proceeds thereof in which the FDOT is participating pursuant to a Joint Participation Agreement for a period of one year after the termination of his or her employment or affiliation with the Owner.

19.4 Consultant Assurances

Consultant covenants that it will insert the above provisions 19.2 and 19.3 in each of its subcontracts relating to the Services.

19.5 Headings

The headings of the sections of this Agreement are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

19.6 Entire Agreement

This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

19.7 Amendment

This Agreement and said exhibits shall not be amended, supplemented or modified other than in writing signed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending,

supplementing or modifying this Agreement. No Additional Services shall be performed until such Additional Services are provided for in an Amendment or Addenda and executed by both parties.

19.8 Validity

The validity, interpretation, construction and effect of this Agreement shall be in accordance with and be governed by the laws of Florida. In the event any provision hereof shall be finally determined to be unenforceable, or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.

19.9 Public Entity Crimes and Owner's Debarment List

Pursuant to Section 287.133(2) (a), Florida Statutes, a Consultant who has been placed on the Convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide services for a public entity, may not be awarded a Consultant contract and may not transact business with a public entity for services, the value of which exceeds the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Consultant hereby represents that it does not fall within the class of persons identified in the previous sentence such that Consultant would be precluded from entering into this Agreement.

Further, any entity or individual placed on the Owner's Debarment List pursuant to Owner Policy, Section 130.04, may not submit a response to any letter of intent, letter of interest, statement of qualifications, quote, proposal, or bid as a contractor, supplier, subcontractor, consultant or individual, of any tier, for any goods or services or contracts and may not provide any goods or services to the Owner, on behalf of the Owner, or on Owner property, regardless of whether there is a contractual relationship with the Owner. The Owner will disqualify any submission, bid or proposal that includes a person or entity on the Owner's Debarment List. You may request a copy of the Owner's Debarment List for your review at the following email: debarmentlist@goaa.org.

19.10 No Third-Party Beneficiaries

No person shall be deemed to possess any third-party beneficiary rights pursuant to this Agreement. It is the intent of the parties hereto that no direct benefit to any third party is intended or implied by the execution of this Agreement.

19.11 Consultant Contractual Authorization

Consultant represents and warrants that the execution and delivery of the Agreement and the performance of the acts and obligations to be performed have been duly authorized by all necessary corporate (or if appropriate, partnership) resolutions or actions and the Agreement does not conflict with or violate any agreements to which Consultant is bound, or any judgment, decree or order of any court.

19.12 Whistle Blower Reporting Line

The Owner is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste and abuse. The Owner has established a Whistle-Blower Reporting Line with a third-party service provider as a means to report suspected fraud, waste or abuse of Owner resources in connection with Owner operations. Should Consultant suspect any fraud, waste or abuse in connection with any Work under this Contract, including any work of its subcontractors or laborers, it shall promptly report such activity by calling 1-877-370-6354, through email to GOAA@integritycounts.ca or through the online reporting form at www.integritycounts.ca/org/GOAA. The Consultant shall include this reporting requirement in all subcontracts and vendor agreements. The Consultant is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

19.13 Additional or Amended Nondiscrimination Provisions

The Owner may from time to time adopt additional or amended nondiscrimination provisions concerning the furnishing of Services to the Owner, and the Consultant agrees that it will adopt and be bound by any such requirements as a part of this Agreement.

ARTICLE 20 – SPECIAL PROVISIONS, EXHIBITS AND DOCUMENTS

The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A**, Related Documents
- Exhibit B**, Notice of Professional Services (Advertisement)
- Exhibit C**, Invoice Instructions and Forms
- Exhibit D**, Owner's Travel Policy
- Exhibit E**, Insurance Limits

SCRUTINIZED COMPANY CERTIFICATIONS

- A. (applicable to all agreements, regardless of value) – 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.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and affixed their corporate seals, effective as of the date set forth above.

Greater Orlando Aviation Authority



By:

box SIGN 1V3D39J6-602YUJXZ
Kevin J. Thibault, P.E., Chief Executive Officer

Approved as to Form and Legality (for the benefit of

GOAA only) on Feb 23, 2024



By:

box SIGN 1JBRUKS1-4QZYUJXZ

NELSON MULLINS BROAD AND CASSEL
Legal Counsel
Greater Orlando Aviation Authority

Avcon, Inc.



By:

box SIGN 4W8779J8-4QZYUJXZ
Signature (Duly Authorized Rep.)

SANDEEP SINGH

Printed Name

President

Title

CONSULTANT MUST AFFIRM (✓) ONE OF THE FOLLOWING STATEMENTS:



Consultant's insurance company does not charge for the additional-insured endorsement referred to in Article 15.5.5.1.

Consultant's insurance company does charge for the additional-insured endorsement referred to in Article 15.5.5.1 and the cost is \$_____.

EXHIBIT A – RELATED DOCUMENTS

Owner's Representative

Mr. Max E. Marble, PE, CM, LEED AP
Sr. Vice President, Capital Programs
Greater Orlando Aviation Authority
One Jeff Fuqua Blvd.
Orlando, FL 32827-4399

Consultant's Representative

Dan Nickols Jr.
Avcon, Inc.
5555 E Michigan St. Suite 200
Orlando FL 32822

This **Exhibit A** includes the following documents:

- ☐ Board Meeting Minutes
- ☐ Consultant's Hourly Rates
- ☐ Special Provisions – Federal Contract Clauses at Airport Facilities
- ☐ OAR's General Scope of Services, EDC-35 and EDC-27b (if necessary)

Basic Services

No compensation is due to the Consultant for Basic Services under this Agreement. Basic Services are as generally described in **Exhibit B**. This Agreement includes no specific Service tasks. Service tasks are defined as Additional Services for this Agreement. If the Owner chooses to request the Consultant to provide Additional Services under this Agreement, the extent and scope of the required Additional Services will be defined in an Addendum to this Agreement.

An Addendum to this Agreement will generally include, but not be limited to, the following:

- ☐ **Exhibit A**, Construction Committee Memorandum
- ☐ Consultant's Proposal Cover Letter
- ☐ Scope of Services
- ☐ Consultant's Compensation Proposal and Tables
- ☐ Schedule
- ☐ DBE Approval Memorandum
- ☐ Space and Use Agreement for onsite offices, if applicable

All Services performed by the Consultant under this Agreement shall comply with the requirements defined in the latest edition of federal and state regulatory requirements and Greater Orlando Aviation Authority's Master Design Guidelines.



MEMORANDUM

TO: Members of the Aviation Authority

FROM: Kathleen M. Sharman, Interim Chair, Procurement Committee/Chief Financial Officer

DATE: February 21, 2024

ITEM DESCRIPTION

Recommendation of the Procurement Committee to Rank Firms Shortlisted for Professional Services for ORL Runway 7-25 Rehabilitation at the Orlando Executive Airport (ORL)

BACKGROUND

On November 5 and 8, 2023, a notice was publicly advertised requesting Statements of Qualifications (SOQ) for Professional Services for ORL Runway 7-25 Rehabilitation at the Orlando Executive Airport.

ORL Runway 7-25 pavement rehabilitation is required as identified in the 2022 Florida Department of Transportation Statewide Airfield Pavement Management Program Report. The scope is to mill and overlay the existing asphalt pavement for the runway, its blast pads, its intersection with Runway 13-31 and the connecting taxiways located within the runway safety area, and improvements required for compliance with the Federal Aviation Administration current standards for the runway safety area, geometry, drainage, marking, lighting and signage.

The professional services for the project include, but are not limited to, study, design services through bid and award, permitting, construction, and other related services necessary for the project. The services may include, but are not limited to, airfield, civil, traffic, environmental, structural, mechanical and electrical engineering design; security and systems design; utilities and infrastructure design; runway and taxiway design; roadway design; surveying; evaluation and documentation of existing conditions; verification of as-built conditions including field verification of all existing above and underground utilities; cost estimating and scheduling; technical studies; permitting; construction administration and resident engineering; and all other related services including coordination with the Aviation Authority, its Consultants, the City of Orlando and all agencies having jurisdiction over the project.

ISSUES

By December 2023, four firms responded to the Aviation Authority's advertisement for the above-referenced services as follows, in alphabetical order:

- Avcon, Inc.
- Garver Engineers, LLC
- Kimley-Horn and Associates, Inc.
- Mead and Hunt, Inc.

On January 9, 2024, the Procurement Committee met to consider the responses. Based on the SOQs, staff's evaluations, and past performances on Aviation Authority or related projects, the Procurement Committee shortlisted all four firms for further consideration as follows, in alphabetical order:

- Avcon, Inc.
- Garver Engineers, LLC
- Kimley-Horn and Associates, Inc.
- Mead and Hunt, Inc.

On January 24, 2024, the Procurement Committee met to consider the shortlisted firms. Each firm was provided 30 minutes for the interview session, 15 minutes for an introduction/presentation followed by a 15-minute question/answer session conducted by the Procurement Committee. Each of the shortlisted firms was interviewed and evaluated by the Procurement Committee based on the following criteria:

- Qualifications of Proposed Individuals and Proposed Approach (Maximum Score: 50)
- Qualifying Programs/Projects of Proposer (Maximum Score: 30)
- Approach to Small Business Compliance (Maximum Score: 10)
- Other Consultants' Competitive Negotiation Act (CCNA) Factors (Maximum Score: 10)

At the conclusion of the interviews, the Procurement Committee evaluated each Proposer, comparatively against each other, considering the SOQs, any additional documentation, the interviews and presentations, and selected, in order of ranking, the most highly qualified first-ranked Proposer.

The scores per category and Proposer are as follows:

SCORE SHEET - W-00491, ORL RUNWAY 7-25 REHABILITATION AT THE ORLANDO EXECUTIVE AIRPORT

	Scoring Range	Avcon, Inc.	Garver Engineers, LLC	Kimley-Horn and Associates, Inc.	Mead & Hunt, Inc.
QUALIFICATIONS OF PROPOSED INDIVIDUALS AND PROPOSED APPROACH <ul style="list-style-type: none"> Ability of the proposed individuals to furnish the required services Experience and qualifications of the proposed individuals Proposed approach (in the Executive Brief section) Preferred: Two similar projects within the last five years with minimum construction value of not less than \$10 million 	1-50	49	48	47	47
QUALIFYING PROGRAMS/PROJECTS OF PROPOSER <ul style="list-style-type: none"> Past performance, including the similarity of the qualifying programs/projects Breadth and depth of experience on the qualifying programs/projects Past performance with the Aviation Authority (if applicable) Past performance with other entities, references Preferred: Two similar projects within the last five years with a minimum construction value of not less than \$10 million 	1-30	30	28	27	24
APPROACH TO SMALL BUSINESS COMPLIANCE <ul style="list-style-type: none"> Demonstrated understanding of the Aviation Authority's DBE Program and other minority and small business programs Proposed approach for this contract 	1-10	10	7	10	8
OTHER CCNA FACTORS <ul style="list-style-type: none"> Willingness to meet time and budget requirements (availability to start) Recent, current, and projected workload of the firm (commitment to completion) Volume of work previously awarded to each firm (without violating the principle of selection of the most qualified) 	1-10	10	10	10	10
TOTAL	100	99	93	94	89
RANKING		1	3	2	4

It was the consensus of the Procurement Committee to recommend to the Aviation Authority Board the ranking for firms as follows and the award of a Professional Services Agreement with the first-ranked firm:

- **First:** Avcon, Inc.

- Second: Kimley-Horn and Associates, Inc.
- Third: Garver Engineers, LLC
- Fourth: Mead & Hunt, Inc.

SMALL BUSINESS

The Proposers were required to: (1) prepare a written action plan that demonstrated the Proposer's understanding of the Aviation Authority's Disadvantaged Small Business Participation Program and how the Proposer would achieve the participation goals for the above-referenced services; and, (2) submit a proposed small business participation schedule showing where proposed participation could be achieved.

The Aviation Authority established a 17% DBE participation goal for this procurement. The Aviation Authority has reviewed the proposal submitted by Avcon, Inc., and determined that Avcon, Inc. submitted a thorough written action plan offering mentorship and assistance with obtaining appropriate levels of insurance coverage to its DBE firms and proposed 30% DBE participation with participation schedules detailing where participation would be achieved.

ALTERNATIVES

The Aviation Authority Board may send the matter back to the committee for further consideration or reject all submittals.

FISCAL IMPACT

There is no fiscal impact for the base agreement. Future addenda will be based on specific tasks of work as assigned.

RECOMMENDED ACTION

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Procurement Committee to: (1) approve the ranking of the shortlisted firms for Professional Services for ORL Runway 7-25 Rehabilitation at the Orlando Executive Airport, as follows: First – Avcon, Inc.; Second – Kimley-Horn and Associates, Inc.; Third – Garver Engineers, LLC.; and, Fourth – Mead & Hunt, Inc.; (2) authorize hourly rate negotiations with the first-ranked firm in accordance with Aviation Authority policy; (3) subject to successful negotiations, approve a no cost Professional Services Agreement for ORL Runway 7-25 Rehabilitation at the Orlando Executive Airport with the first-ranked firm for its negotiated hourly rates; and (4) authorize an Aviation Authority Officer or the Chief Executive Officer to execute the necessary documents following satisfactory review by legal counsel.

Hourly Rates Report By Vendor

<i>Office</i>	<i>Position</i>	<i>Hourly Rate</i>	<i>Effective</i>	<i>Renog. Date</i>	<i>Comments</i>
<u>Avcon, Inc.</u>					
HOME	Admin/Clerical	\$65.00	10/01/22	10/01/23	
HOME	Admin/Clerical	\$81.00	10/01/23	10/01/24	
HOME	Administrative	\$68.00	10/01/22	10/01/23	HNTB FY23
HOME	Administrative	\$70.00	10/01/23	10/01/24	HNTB FY24
HOME	CADD Technician	\$79.00	10/01/22	10/01/23	
HOME	Construction Inspector	\$103.00	10/01/22	10/01/23	
HOME	Contract Administrator	\$96.00	10/01/22	10/01/23	
HOME	Contract Administrator	\$106.00	10/01/23	10/01/24	
HOME	Engineer/Designer	\$95.00	10/01/22	10/01/23	
HOME	Engineer/Designer	\$107.00	10/01/23	10/01/24	
HOME	Multiplier	\$2.95	10/01/23	10/01/24	
HOME	Principal	\$284.00	10/01/23	10/01/24	
HOME	Project Engineer/Designer	\$113.00	10/01/22	10/01/23	
HOME	Project Engineer/Designer	\$117.00	10/01/22	10/01/23	HNTB FY23
HOME	Project Engineer/Designer	\$121.00	10/01/23	10/01/24	HNTB FY24
HOME	Project Engineer/Designer	\$128.00	10/01/23	10/01/24	
HOME	Project Manager	\$194.00	10/01/22	10/01/23	
HOME	Project Manager	\$203.00	10/01/22	10/01/23	HNTB FY23
HOME	Project Manager	\$209.00	10/01/23	10/01/24	HNTB FY24
HOME	Project Manager	\$215.00	10/01/23	10/01/24	
HOME	QC Reviewer	\$244.00	10/01/21	10/01/22	
HOME	Senior CADD Designer	\$105.00	10/01/22	10/01/23	
HOME	Senior CADD Designer	\$109.00	10/01/22	10/01/23	HNTB FY23
HOME	Senior CADD Designer	\$112.00	10/01/23	10/01/24	HNTB FY24
HOME	Senior CADD Designer	\$118.00	10/01/23	10/01/24	
HOME	Senior Construction Manager	\$142.00	10/01/22	10/01/23	
HOME	Senior Engineer	\$148.00	10/01/22	10/01/23	HNTB FY23
HOME	Senior Engineer	\$152.00	10/01/23	10/01/24	HNTB FY24
HOME	Senior Engineer	\$177.00	10/01/23	10/01/24	
HOME	Senior Inspector	\$124.00	10/01/23	10/01/24	
HOME	Senior Project Manager	\$269.00	10/01/23	10/01/24	

Hourly Rates Report By Vendor

<i>Office</i>	<i>Position</i>	<i>Hourly Rate</i>	<i>Effective</i>	<i>Renog. Date</i>	<i>Comments</i>
HOME	Senior Project Manager	\$250.00	10/01/23	10/01/24	HNTB FY24
HOME	Sr. Project Engineer/Designer	\$149.00	10/01/22	10/01/23	

SPECIAL PROVISIONS -
FEDERAL CONTRACT CLAUSES AT AIRPORT FACILITIES

For the purpose of these Special Provisions, the term Contractor means Consultant.

1.0 ACCESS TO RECORDS AND REPORTS

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

2.0 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract in accordance with Article 7, or such other action that may be necessary to enforce the rights of the parties of this agreement. The Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3.0 GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

4.0 CONTRACTUAL REQUIREMENTS PURSUANT TO CIVIL RIGHTS ACT OF 1964, TITLE VI (49 CFR PART 21)

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials

and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits

discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*

5.0 CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

6.0 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS – APPLICABLE ONLY TO SERVICES THAT ARE INCLUDED IN THE DEPARTMENT OF LABOR’S DEFINITION OF CONSTRUCTION SERVICES, SUCH AS WATCHMEN AND GUARDS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in

excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

7.0 COPELAND "ANTI-KICKBACK" ACT - APPLICABLE ONLY TO SERVICES THAT ARE INCLUDED IN THE DEPARTMENT OF LABOR'S DEFINITION OF CONSTRUCTION SERVICES, SUCH AS WATCHMEN AND GUARDS

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

8.0 DAVIS-BACON REQUIREMENTS - APPLICABLE ONLY TO SERVICES THAT ARE INCLUDED IN THE DEPARTMENT OF LABOR'S DEFINITION OF CONSTRUCTION SERVICES, SUCH AS WATCHMEN AND GUARDS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part

3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

<http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be

greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower

tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

9.0 Disadvantaged Business Enterprise - Contract Assurance (49 CFR § 26.13)

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

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or

postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in Exhibit A (or an approved substitute DBE firm) without prior written consent of the Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of the Owner. Unless such consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

10.0 TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

11.0 EQUAL OPPORTUNITY CLAUSE - APPLICABLE ONLY TO SERVICES THAT ARE INCLUDED IN THE DEPARTMENT OF LABOR'S DEFINITION OF CONSTRUCTION SERVICES, SUCH AS WATCHMEN AND GUARDS

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without

regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY

CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this

contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve

maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the

date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single- user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and

of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

12.0 OCCUPATIONAL SAFETY AND HEALTH ACT

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

13.0 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

14.0 PROHIBITION OF SEGREGATED FACILITIES - APPLICABLE ONLY TO SERVICES THAT ARE INCLUDED IN THE DEPARTMENT OF LABOR'S DEFINITION OF CONSTRUCTION SERVICES, SUCH AS WATCHMEN AND GUARDS

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their

services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

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

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

15.0 PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

16.0 RIGHTS TO INVENTIONS (as applicable)

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

17.0 SEISMIC SAFETY IN DESIGN (as applicable)

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the

International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

Seismic Safety in Construction

The Contractor agrees to ensure that all work performed under this contract, including work performed

by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

18.0 Veterans Preference

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



Document No:

GOAA-EDC – 27b

Title: GOAA ENGINEERING PROCEDURES

Detailed outline of activities for Engineering Senior Project Managers.

Design

General

- Scope, Budget and Schedule
 - These are the key components to Design Project Management.
 - All the processes are in place to track and support these criteria.
- Communication
 - This is the fourth and just as important component to Design Project Management.
 - The success of the projects lies within clear two-way communication.
 - Written formats work fine for the contracts, but verbal communication brings the best results during the Design Phase.
- Engineering & Construction Information System - Bi-Weekly Reports
 - This database is where all project key information and status is recorded and utilized to communicate to management. It is a tool for the Project Manager to track the status of his projects.
 - The format re-enforces the control of the Scope, Budget and Schedule.
- Grants – FAA/FDOT – See Manuals (available on the Internet)
 - The FAA and FDOT have criteria and process required to be followed for projects funded through them.
 - The criteria are spelled-out in separate manuals. The criteria are to be interfaced with Engineering's procedures, not to supercede it. Key interface points are included in the process.
 - Kathy Anderson is to be the interface point for all communications with the FAA and FDOT. The Deputy Executive Director of Maintenance signs all documents being transmitted to these agencies.
- Engineering Document Control (EDC) – See Manual or Electronic File
 - The majority of the standard documents to be utilized in the Project Management process are located here.
 - The format has been modified to include instructions for utilizing each document.
 - Other documents will be added for easy access.

Project Initiation Phase

Project Evaluation

- Review project request for scope definition. Visit the site for confirmation that all criteria of the proposed scope are included in the project request. Review any discrepancies with the project sponsor to determine their intent.
- Analyze the budget for completeness and accuracy. Does it match the scope? Are the dollar values reliable?
- Confirm the availability of funding.
- Confirm the type of funding. This will impact the project approach, schedule and budget in the Start-up Package.

Start-up – EDC-03

- The Start-up is comprised of Project Assessment Form, Project Data Form, Preliminary Project Schedule and the Preliminary Project Budget.
- Discussions on each.

Design, Advertise & Award

Advertisement Phase

- Florida State statutes apply. If AIP funded, then FAA criteria is applied (EDC-24).
- Design OAR services may be required at this stage. The Design OAR will follow these GOAA Engineering Procedures.
- This phase is for projects with a construction value over \$500,000 or for initial selection of a Continuing Consultant or Contractor.
 - Grant Process Interface – If AIP funded. (EDC-24)
 - Independent Design Fee estimate is performed. (FAA)
 - The FAA Civil Rights Office copied on the independent estimate with DBE participation calculated. (see form in FAA Manual) They will issue approval to advertise through the DBE Department.
 - Advertise for Professional Services (LOI)
 - Prepare Approval to Advertise Form – EDC-05a
 - Prepare the Advertisement. Utilize standard form (EDC-19a).
 - Prepare letters to Publications. Utilize instruction for placing advertisements (EDC-20).
 - Pre-Proposal Conference
 - Prepare Pre-submittal manual. Utilize standard forms (EDC-21).
 - Utilize standard minutes and meeting attendance forms. These will be distributed to all attendees.
 - Professional Services Committee (PSC)– See GOAA Policy 120.10

- LOI's are received and distributed to the PSC and all other members of the Review Team (EDC-25).
- Utilize Standard forms, Memo to the Committee, Letters of Interest Evaluation Matrix (EDC-25).
- Perform reference checks. Utilize standard form (EDC-25).
- Board Approval of Ranking

Agreement Phase

- Agreements are used for Professional Services.
 - Negotiation for Public Solicited Design
 - Prepare a Negotiations Package. Utilize standard forms. EDC-12
 - Interface with Contracts Team.
 - Base Agreement – Explain Format. EDC-12a
 - Addendum or Amendment – Explain what is required (EDC-12c).
 - Negotiation for Continuing Designer (EDC-12b)
 - Addendum or Amendment
 - All work to a continuing designer will be by an Addendum or Amendment.
 - Agreement Execution (EDC-16)
 - Grant Process Interface – If AIP (FAA) or JPA (FDOT) funded.
 - Negotiated Agreements issued to Agency for approval of fee.
 - DBE/MWBE/LDB Approval
 - Construction Committee – forms (EDC-18)
 - Submit Original proposals to Construction Committee
 - Board Approval
 - Contracts Team
 - The point of contact is Kathy Anderson.
 - Kathy compiles and follows through the execution process.

Design Phase

Design Notice to Proceed

- The Contract Team issues all Notice to Proceed letters. They can not issue the NTP until the Agreement is fully executed. There is one exception. The Deputy Executive Director of Facilities can issue an early NTP to the Continuing Designers after the Construction Committee and before the execution of the Addendum. This is based on their having an existing agreement and the fee being under the Construction Committee approval level of \$250,000. This also applies

to some of the public selected firms on a case by case basis and if they meet the same criteria.

- DESIGN KICK-OFF MEETING (EDC-29)

Document Controls

- Master Design Guidelines – See Manuals or Electronic Files
- Design Review Committee – See GOAA Policy 120.04
- CADD Standards – EDC-02
 - CAD review - See standard form EDC-11b.
 - Project Manager is responsible.
- Project Deliverables – EDC-06
- Design Services Check List – EDC-08
- Designer's General Scope of Services – EDC-09
- Deliverables Matrix – EDC-10
- Technical Review – EDC-11
 - Who does technical review?
 - Process of submittal log-in and who is notified.
 - Project Manager is responsible for compiling and follow-up with individuals who have not timely responded.
 - Bid Phase Addenda need to follow technical review process.

Document Submittals

(EDC-02, EDC-06, AND EDC-11)

- Data Collection
- 30%
 - All permit requirement established (EDC-22)
- 60%
 - Project Manager prepares Division 0 documents. Utilize the Data information sheet for Project Front-End Documents (standard form – EDC-28, EDC-30, EDC-33).
 - Liquidated Damages. Utilize the standard form for these calculations. (EDC-30)
 - Disput Resolution Board (DRB). Utilize the standard form for these calculations
- 95%
 - Grant Process Interface - If AIP (FAA) or JPA (FDOT) funded.
 - Finalize all permit documents (EDC-22)
 - Submit the Authority's 95% (Agency's 90%) documents and Engineer's Report (EDC-23) to FAA and/or FDOT. They will issue comments and approval to advertise.
- 100%
- Conformed

Administrative

- Master Program Schedule (MPS) (EDC-03c)
- Cost Estimating
 - All projects will have cost estimating.

- These services include estimates at the 30,60,95 and 100% submittals. They also will provide assistance and opinion of the Bid.
- Standardize format at 30%.
- Reconciled estimate summation sheets will be distributed to Construction Finance.
- Master Capital Project Cost Report (EDC-17) – Obsolete.
 - Data Management supports Senior Project Managers in maintaining Engineering's reports.
 - CIP maintains their own.
 - Format instructions and new form for tracking Scope Modifications. Obsolete.
- Scope Modifications – EDC-04 Obsolete.
- Schedule Modifications – EDC-13 Obsolete.
- Funding – Construction Finance Oversight Committee – See GOAA Policy 120.091.
- Permits - EDC-22
 - Designers for all projects are to identify the required permits.
 - Project Managers are to track on the Permit Requirements Form (EDC-22) and in their BI-Weekly reports.
- Invoice Review
 - Two-day review turn-around.
 - Exceptions.
 - OAR involvement
- Files
 - All filling in the Engineering and CIP areas follows the same basic format. See form EDC-15.

Bid & Award

Bidding Phase

- State statutes apply. If AIP funded, then FAA criteria is applied.
- Grant Process Interface– If AIP funded EDC-23.
 - The FAA Civil Rights Office copied on the analysis of the 95% estimate with DBE participation calculated. (see form) They will issue approval to advertise.
- Public Advertisement for Bids
 - Approval to Bid form – EDC-07
 - Project Manager prepares approval to bid form, and supports Projects Information Group with letters to the Publications (EDC-20).
 - Pre-Bid Conference – EDC-26
 - Addendum
 - Include pre-bid conference minutes.
 - Bid Opening
 - Project Manager to open meeting by reading standard bid opening statement. See Form EDC-26.
 - Utilize the standard bid summary sheet. EDC-26
 - Senior Project Manager to modify as necessary.

- Continuing Contract Request for Bids
 - Solicitation
 - Negotiation
 - Pre-Bid Conference - EDC-26
 - Addendum
 - Bid Opening - EDC-26
- Bid Analysis
 - Project Manager to review all bids with the Designer.
 - Deviations from the latest revised estimate are to be reviewed with the apparent low bidder(s). The deviations will be identified and explained as to why.

Administrative

- Original Bid Documents
 - To be turned over to Engineering Records for filing in to the safe.
- Copying of Bids
 - Project Manager to ensure a GOAA representative copies the bids and distributes. They may have assistance from the OAR.

Contract Phase

- Grant Process Interface - If AIP (FAA) or JPA (FDOT) funded. EDC-23
 - Negotiated Agreements issued to Agency for approval of fee.
- DBE/MWBE/LDB Approval.
- Construction Committee (EDC-18)
- Board Approval
- Contracts Team
- Contract Document

Construction

Pre-Construction Phase

- Design Contract Administration Proposal – assist Construction with process.
- Assisit Projects Information Group
- Pre-NTP Meeting – if required
- Implementation Meeting
- Pre-Construction Conference

Construction Phase

- All technical change orders, bulletins, etc. are to be submitted for Technical Review.
- If City Permit modification is required, then plans need re-submittal to Engineering prior to City submission.

Project Close-out Phase

- Project Manager Coordination
- Record Documents Acceptance

EXHIBIT B – NOTICE OF PROFESSIONAL SERVICES (ADVERTISEMENT)

**GREATER ORLANDO AVIATION AUTHORITY
NOTICE OF PROFESSIONAL SERVICES
W-00491, ORL RUNWAY 7-25 REHABILITATION
ORLANDO EXECUTIVE AIRPORT**

Pursuant to 2 CFR Part 200, Section 287.055, Florida Statutes and the policies and procedures of the Greater Orlando Aviation Authority (Aviation Authority), notice is hereby given that Statements of Qualifications (SOQs) are invited from firms and individuals (Proposers) to render professional services (Services) to the Aviation Authority for W-00491, Runway 7-25 Rehabilitation (Project) at the Orlando Executive Airport (ORL).

Summary Description of the Project: ORL Runway 7-25 pavement rehabilitation is required as identified in the 2022 Florida Department of Transportation (FDOT) Statewide Airfield Pavement Management Program Report. Scope is to mill and overlay the existing asphalt pavement for the runway, its blast pads, its intersection with Runway 13-31 and the connecting taxiways located within the runway safety area, and improvements required for compliance with the Federal Aviation Administration (FAA) current Standards for the runway safety area, geometry, drainage, marking, lighting and signage.

The professional services for the Project include, but are not limited to, study, design services through bid and award, permitting, construction, and other related services necessary for the Project. The Services may include, but are not limited to, airfield, civil, traffic, environmental, structural, mechanical and electrical engineering design; security and systems design; utilities and infrastructure design; runway and taxiway design; roadway design; surveying; evaluation and documentation of existing conditions; verification of as-built conditions including field verification of all existing above and underground utilities; cost estimating and scheduling; technical studies; permitting; construction administration and resident engineering; and all other related services including coordination with the Aviation Authority, its Consultants, the City of Orlando and all agencies having jurisdiction over the Project.

A Pre-Submittal Conference will be held on **Wednesday, November 15, 2023 at 3:00 p.m., local time, at the Orlando International Airport, Conference Room Building, 11344 Terminal C Service Road, Bldg. No. 4, Orlando, FL 32824, in the Alpha/Bravo Conference Rooms.** The Project Scope, the Submission Requirements, the Disadvantage Business Enterprise (DBE) Participation Program for the SOQs and questions regarding the Project will be reviewed at the Pre-Submittal Conference.

The Advertisement, Submission Requirements, Addenda (if any), Responses to Inquiries, and Pre-Submittal Conference minutes will be made available on the Aviation Authority's website at:

<http://www.orlandoairports.net/airport-business/#business-opportunities>

IMPORTANT NOTICE

Proposers are hereby notified that compliance with federal grant requirements may be required, including, but not limited to, the following: (1) the Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26, and the Aviation Authority's Disadvantaged Business Enterprise Participation Program, which are set forth in the Submission Requirements; (2) Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion (2 CFR Part 1200, 2 CFR Part 180, and the Aviation Authority's Policy Section 130.04; (3) Certification Regarding Lobbying; and, (4) Trade Restriction Certification.

The Aviation Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged

business enterprises will be afforded full and fair opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

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

The Project and Services referenced in this Advertisement are subject to approval by the Aviation Authority prior to any work or services being performed.

GREATER ORLANDO AVIATION AUTHORITY

**GREATER ORLANDO AVIATION AUTHORITY
NOTICE OF PROFESSIONAL SERVICES
W-00491, ORL RUNWAY 7-25 REHABILITATION
ORLANDO EXECUTIVE AIRPORT**

SUBMISSION REQUIREMENTS

For scope of services and information regarding the Pre-Submittal Conference, refer to the Advertisement for subject services, which is available on the Aviation Authority's website at:

<http://www.orlandoairports.net/airport-business/#business-opportunities>

Written inquiries shall be directed to **Mr. Tuan Nguyen, P.E., Assistant Vice President, Engineering, Greater Orlando Aviation Authority, email: W491@goaa.org**. Questions received after close of business on **Wednesday, November 29, 2023**, will not be answered.

Interested Proposers are requested to submit one (1) original and one (1) printed copy along with one (1) electronic PDF version* on a USB portable storage device (flash drive, thumb drive, etc.) Statement of Qualifications (SOQ) **up to 2:00 p.m. local time on Tuesday, December 12, 2023, to the Project Controls Office, Greater Orlando Aviation Authority, 11312 Terminal C Service Road, Bldg. 16, Orlando, FL 32824**. SOQs received after the time and date stated above will not be considered and will be returned unopened. Statements of Qualifications shall be submitted in sealed packages clearly labeled, **"Statement of Qualifications for W-00491 ORL Runway 7-25 Rehabilitation."**

Labeling information provided in documents as "proprietary" or "confidential" or any other designation of restricted use **shall not** protect information from release if required or deemed appropriate by the Aviation Authority under applicable policies, opening meeting laws, or public records laws, see Chapters 119 and 286, Florida Statutes. **Note: Special submission requirements are set out for financial information in Section 7 (Financial Statements).**

***PDF submission requirements:** All documents shall be PDF/A compliant. PDF/A compliant documents have embedded fonts and do not reference external files. Layers shall not be preserved from CADD drawings. Scanned documents shall be created as PDF/A compliant, made text searchable and have a minimum resolution of 300 dpi. Submittals in PDF format shall have navigational bookmarks inserted in lieu of any tabs required in the hard copy. The entire submittal shall not exceed a single USB portable storage device. In cases where there are discrepancies between the PDF and hard copy, the hard copy shall take precedence.

STATEMENT OF QUALIFICATIONS REQUIREMENTS

Statements of Qualifications in print form shall include the following: one (1) volume, addressing each numbered subsection in the order requested, indexed, and clearly identified. The information submitted for Items 1-2 (excluding tabs) shall not exceed 20 one-sided 8-1/2"x11" pages in Arial font with no smaller than 12 pitch font. **Statements of Qualifications that are not in compliance with the requirements may be downgraded accordingly.**

1. **Proposing Entity Structure** - Proposer's Statement of the following:
 - a) The name and address of the legal entity that will contract with the Aviation Authority if awarded the Agreement for the Project.
 - b) Name, address, email address and telephone/fax/mobile numbers of one (1) individual to whom all future correspondence and/or communications will be directed.

- c) A statement declaring the type of business relationship the Proposer will use (i.e., a single company, joint venture or other form of business relationship to perform the services for the Projects), and that such entity (or each entity in the case of a joint venture or partnership between two or more entities) possesses a Certificate of Authority to provide the Services. If the Proposer is a joint venture or partnership, the Qualifying Experience in Section 3 may be satisfied by the joint venture, partnership entity, or any member entity thereof. Please state whether the joint venture or partnership entity is currently in existence, is being formed specifically for this Project, or whether it will be formed upon award. If it is formed specifically for this project or will be formed upon award, please provide a form of the Joint Venture or Partnership Agreement.

2. **Executive Brief** - An executive brief which includes:

- a) A comprehensive project approach to provide the required Services for the Project.
- b) A narrative on why Proposer should be selected for the Project, including:
 - i. A brief overview of the specific experience and expertise of the proposed professional team (personnel and subconsultants) explaining why this team should be selected.
 - ii. Prior experience working in an operating airport.
 - iii. Prior examples and experience where the proposed professional team has worked together on other projects.
 - iv. Discussion of similar projects referenced in Paragraph 3 below (USGSA Form 330), with particular reference to scope, phasing, construction delivery methods and lessons learned.
- c) A narrative outlining the Proposer's approach to incorporating sustainable design principles into the Services.
- d) A two (2) page description of the Proposer's quality control program for providing the proposed Services. Include the proposed method for communication and coordinating with the Aviation Authority, its other consultants and other interested governmental agencies.

3. **Qualifying Experience** - USGSA Form 330 for the Proposer, key personnel and its subconsultants. Include an Organizational Chart for reference. List not more than three (3) key personnel for each subconsultant category and provide a resume showing the experience on similar projects.

- a) **It is preferred that Proposers and their key personnel have prior experience as the prime consultant on a minimum of two (2) similar projects within the last five (5) years with a minimum construction value of not less than Ten Million dollars (\$10,000,000).** Clearly identify the specific project and description in the USGSA Form 330 for each qualifying project.
- b) Provide additional information on other similar projects, which best represent the Proposer's skill and experience in working on projects of the size, type and complexity of the advertised Project.

- c) Proposers and their key personnel should have prior design experience (1) coordinating with; (2) meeting the requirements on projects funded by; and, (3) in accordance with the rules and regulations of the following public/governmental agencies: the Federal Aviation Administration, the Florida Department of Transportation, the applicable Water Management District, the Department of Environmental Protection (DEP), the Orlando Utilities Commission, and other authorities having jurisdiction. Clearly identify the specific project and description in the USGSA Form 330 for each qualifying project.
- d) For each qualifying project, provide the name, title, address, email address and phone/fax/mobile numbers for a reference contact person of the Proposer's client, preferably the owner of the facility, who is familiar with the Proposer's role on that project. Reference checks will be conducted on those projects and may be conducted on other projects.

4. **DBE Requirements** - All Proposers are hereby notified that they must comply with the Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26, as referenced in the Aviation Authority's DBE Participation Program. **The Policies, Forms, and certified DBE Directory are available on the Aviation Authority's website at:**

http://www.orlandoairports.net/small_business.

The Proposer shall prepare a written action plan that demonstrates the Proposer's understanding of the DBE participation program and how the Proposer will achieve the participation goals for this Project. The written action plan shall include the proposed role for each proposed DBE firm, including an estimated participation goal for each firm based on the scope of work identified in the Advertisement and on the Aviation Authority's website for this Project. The Proposer's plan to assist small business (DBE) firms by either assisting these firms with obtaining appropriate levels of insurance coverage or by lowering subconsultant insurance thresholds to accommodate participation shall also be included.

For this Project, the Aviation Authority has established a DBE Participation Goal of 17%.

Questions concerning the DBE program can be addressed to the Aviation Authority's Office of Small Business Development, Attn. Iranetta Dennis, Greater Orlando Aviation Authority, Orlando International Airport, 5850-B Cargo Road, Orlando, FL 32827; Phone: (407) 825-7179, Email: iranetta.dennis@goaa.org. Proposers shall be solely responsible for confirming DBE subconsultants experience, capacity, certification and any other information related to the Project.

5. **Insurance Requirements** – Include evidence of the Proposer's ability to provide the following insurance coverage, either by means of an existing policy or other verifiable proof (Agent/Broker commitment letter):
- a) Professional Liability – Minimum of \$1,000,000 per claim and annual aggregate with maximum deductible or self-insured retention in an amount not exceeding \$100,000. Any deductible or self-insurance retention should be indicated on the Proposer's certificate of insurance.
 - b) Commercial General Liability (CGL) – Minimum of \$5,000,000 per occurrence and annual aggregate, with maximum deductible or self-insured retention in an amount not exceeding \$100,000. Any deductible or self-insurance retention should be indicated on the Proposer's certificate of insurance.

- c) Automobile Liability – Minimum of \$5,000,000) per occurrence, with maximum deductible or self-insured retention in an amount not exceeding \$100,000. Any deductible or self-insurance retention should be indicated on the Proposer's certificate of insurance.
- d) Worker's Compensation - (statutory limit)
 - Employer's Liability: \$500,000 - each accident
 - \$500,000 disease – each employee
 - \$500,000 disease – policy limit

Policy terms must be acceptable to the Aviation Authority and must comply with the Aviation Authority's requirements for insurance.

NOTE: If the Proposer is a joint venture or partnership, which is not currently in existence, the above-requested documentation shall be submitted from each entity of the proposed joint venture or partnership. If the successful Proposer is a joint venture or partnership, the joint venture or partnership must be the policyholder of the insurance required.

- 6. **Licensure** - Proposers must be licensed and registered in accordance with Florida State law and shall be familiar with all applicable federal, State of Florida, Orange County, Florida, and City of Orlando codes, regulations and laws. Include the following:

- a) Evidence that the Proposer and the proposed key personnel and subconsultants, if any, are properly licensed to perform the services, such as copies of the applicable licenses and certifications.
- b) Evidence that the Proposer (and DBAs) are properly formed, incorporated, or registered with the State of Florida, such as a copy of the electronic certificate of status that was generated from the Florida Department of State, Division of Corporations website within the last 30 days.

NOTE: If the Proposer is a joint venture or partnership, which is not currently in existence, the above-requested documentation shall be submitted from each entity of the proposed joint venture or partnership.

- 7. **Financial Statements** - Proposer's most recent audited annual financial statements for the last two years in order to evaluate the Proposer's ability to perform these Services. If audited annual financial statements are not available, provide balance sheets, income statements, and cash flow statements for the last two years. This financial documentation shall be submitted in a sealed envelope, and included in only one copy of the printed SOQ. The sealed envelope should be clearly labeled as follows: **"Confidential Financial Records Submitted under Seal and Exempt from Florida Public Records Disclosure". Include the Project title and the Proposer's firm name on the sealed envelope.** (Reference Florida Statutes Section 119.071(1)(c) for exemption on financial records.)

If the Proposer is a joint venture or partnership, which is not currently in existence, the above-requested documentation shall be submitted from each entity of the proposed joint venture or partnership.

8. **Claim Information** – Disclose all lawsuits, arbitrations and claims filed or raised by or against the Proposer over the last five (5) years, specifically identifying:

- The project involved.
- The parties involved.
- The nature of the claim(s).
- Amount at issue.
- Disposition or status.
- Litigation, case style, number, and jurisdiction.

NOTE: If the Proposer is a joint venture or partnership, which is not currently in existence, the above-requested documentation shall be submitted from each entity of the proposed joint venture or partnership.

9. **REQUIRED CERTIFICATIONS.** Please complete and include in Tab 9:

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

- 1) The applicant represents that it is (☐) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☐) is not (☐) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

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

Term Definitions

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

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

CERTIFICATION OF PROPOSER REGARDING DEBARMENT

By submitting a proposal under this solicitation, the Proposer certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency or the State of Florida from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful Proposer, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful Proposer 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.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

CERTIFICATION REGARDING LOBBYING

The Proposer certifies by signing and submitting this proposal, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and, (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, title 31, U.S. Code. 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.

TRADE RESTRICTION CERTIFICATION

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

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

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001. The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

- 10. **Additional Information** - Any additional information, which may be requested by the Aviation Authority at the Pre-Submittal Conference.

EVALUATION AND AWARD CRITERIA

The Aviation Authority's Procurement Committee will evaluate the SOQs and intends to shortlist no less than three (3) of the most qualified Proposers. Among the factors that will be considered in selecting the shortlist of Proposers are their capabilities; adequacy of personnel; past record, including prior experience on similar programs; their past performance with the Aviation Authority (if applicable); their past performance with other entities and experience of the firm or individual; approach to providing the Services; compliance with the Aviation Authority's DBE Participation Program; and the responses

to the inquiries set forth above. The Aviation Authority reserves the right to solicit from available sources relevant information concerning a Proposer's past performance and may consider such information in its selection of shortlisted Proposers, in accordance with the process set forth in Florida Statutes 287.055, Consultants' Competitive Negotiation Act (CCNA).

Shortlisted Proposers will be scheduled for a presentation and interview. Following the interviews, the Aviation Authority's Procurement Committee will evaluate each Proposer, comparatively against each other, considering the SOQs, any additional documentation, the interviews and presentations, and will rank, in order of preference, the most highly qualified Proposers by evaluating each category, scored as follows:

	Score
QUALIFICATIONS OF PROPOSED INDIVIDUALS AND PROPOSED APPROACH <ul style="list-style-type: none"> • Ability of the proposed individuals to furnish the required services • Experience and qualifications of the proposed individuals • Proposed approach (in the Executive Brief section) • <u>Preferred:</u> Two similar projects within the last five years with a minimum construction value of not less than Ten million dollars (\$10,000,000) 	1-50
QUALIFYING PROGRAMS/PROJECTS OF PROPOSER <ul style="list-style-type: none"> • Past performance, including the similarity of the qualifying programs/projects • Breadth and depth of experience on the qualifying programs/projects • Past performance with the Aviation Authority (if applicable) • Past performance with other entities, references • <u>Preferred:</u> Two similar projects within the last five years with a minimum construction value of not less than Ten million dollars (\$10,000,000) 	1-30
APPROACH TO SMALL BUSINESS COMPLIANCE <ul style="list-style-type: none"> • Demonstrated understanding of the Aviation Authority's DBE Participation Program and other minority and small business programs • Proposed approach for this contract 	1-10
CCNA FACTORS <ul style="list-style-type: none"> • Willingness to meet time and budget requirements (availability to start) • Recent, current, and projected workload of the firm (commitment to completion) • Volume of work previously awarded to each firm (without violating the principle of selection of the most qualified) 	1-10

The Aviation Authority intends, but is not obligated, to enter into a non-exclusive agreement with the selected Proposer to perform the required Services for the Project. The extent and scope of the Services, along with the fees for such Services will be negotiated with the selected Proposer but will be subject to approval by the Aviation Authority. Should the Aviation Authority be unable to negotiate a satisfactory contract with the Proposer considered to be the most qualified, at a price the Aviation Authority determines to be fair, competitive and reasonable, negotiations with that Proposer shall be terminated. The Aviation Authority shall then undertake negotiations with the second most qualified, and if necessary, additional Proposers in accordance with the ranking. Upon successful completion of negotiations with a Proposer, the Aviation Authority shall have the right, but not the obligation, to award all or any portion of the Project. The Aviation Authority reserves its right to award any or all of the advertised Project subject to the availability of funding.

The Aviation Authority reserves the right to waive any informality in the Statements of Qualifications, to reject any and all Statements of Qualifications, to re-advertise or to elect not to proceed with the Project for any reason. All recommendations and decisions regarding award of the Project shall be made at open public meetings in accordance with the requirements of Florida Statute 286.011, and all interested

parties are invited to attend such meetings. In accordance with Florida Statute 287.055 (10), the Aviation Authority declares that all or any portion of the documents and work papers prepared and submitted pursuant to this invitation shall be subject to re-use by the Aviation Authority.

The selected Proposers will be required to submit an audit certification to validate their applied overhead rates to ensure compliance with federal cost principles for allowable costs. The Aviation Authority may, in its sole discretion, limit each contract addendum to a smaller team than proposed, or otherwise negotiate the scope of the services.

ADDITIONAL REQUIREMENTS

Security. Proposer's personnel and subconsultants will be required to meet the Aviation Authority's requirements for security background checks and must comply with all Airport Operations Area (AOA) security requirements. All personnel requiring unescorted access to a secure or sterile area of the airport must undergo a Criminal History Records Check (CHRC) and are subject to the requirements of Title 49 of the Code of Federal Regulations Part 1542 or 1544 and the Airport Security Improvement Act of 2000. Additional U.S. Customs and Border Patrol requirements may apply.

Lobbying Restrictions. Proposers are hereby advised that individuals, who conduct lobbying activities with Aviation Authority employees or Board members, must register with the Aviation Authority each year prior to conducting any lobbying activities. A statement of expenditures incurred in connection with those lobbying instances should also be filed prior to April 1st of each year for the preceding year. As of January 16, 2013, lobbying any Aviation Authority Staff, who are members of any committee responsible for ranking Proposals, Statements of Qualifications, or Bids, and thereafter forwarding those recommendations to the Board and/or Board Members, is prohibited from the time that a Request for Proposals, Request for Qualifications, or Request for Bids is released to the time that the Aviation Authority Board makes an award. As adopted by the Aviation Authority Board on September 19, 2012, lobbyists are now required to sign-in at the Aviation Authority offices prior to any meetings with Staff or Board members. In the event a lobbyist meets with or otherwise communicates with Staff or an Aviation Authority Board member at a location other than the Aviation Authority offices, the lobbyist shall file a Notice of Lobbying (Form 4) detailing each instance of lobbying to the Chief Administrative Officer within seven (7) calendar days of such lobbying. The policy, forms, and instructions are available in the Aviation Authority's offices and the web site.

Prohibited Communications. Any communication with an Aviation Authority Board or Procurement Committee member, to seek to encourage any specific result in connection with this solicitation, whether directly or indirectly, regardless of the individual who initiated the selection period communication and regardless of whether oral, written or electronic, is prohibited until the time that the Aviation Authority Board makes an award. The Selection Period Communication Policy and Lobbying Activities Policy (Sections 180-01 and 180-03) will be made available upon request.

Convicted Vendors List. Pursuant to Section 287.133(2)(a), Florida Statutes, interested Proposers who have been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide services for a public entity, may not be awarded a consultant contract and may not transact business with a public entity for services in excess of the threshold amount set forth in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

Scrutinized Company Certifications: By submitting a Statement of Qualifications or Bid, the Proposer certifies that: (a) (applicable to all agreements, regardless of value), 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),

it is: (i) 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, (ii) not engaged in business operations in Cuba or Syria, as defined in Florida Statutes § 287.135, as amended.

E-Verify Requirements. All Contractors/Consultants shall utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (E-Verify), in accordance with the terms governing the use of the system, to confirm the employment eligibility of persons employed by the Contractor/Consultant, during the term of the Contract, to perform employment duties within Florida. Prime Contractors/Consultants are required to include an express provision in its Subcontractor/Subconsultant Agreements requiring the Subcontractors/ Subconsultants to do the same. Pursuant to Florida Statutes 448.095, all subcontractors/subconsultants must provide the Contractor/Consultant with an affidavit stating that the subcontractor/subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The Contractor/Consultant shall maintain a copy of such affidavit for the duration of the contract.

Conflicts of Interest. Proposers are notified that if they are selected to perform design or inspection services on an FDOT-funded project, they will be prohibited from performing other services on that project. In accordance with Florida Statutes 337.14(7), the entity performing design and construction engineering and inspection services may not be the same entity. By submitting a proposal, the Proposer certifies that no officer, employee or agent (and no spouse or child thereof) of the Aviation Authority has a financial interest in the proposal or the contract awarded under this solicitation.

Code of Ethics and Business Conduct. Proposers must comply with the Aviation Authority's Code of Ethics and Business Conduct Policy, which addresses conflicts of interest, acceptance of Outside Employment and/or Gratuities and divulgence of information. A copy of the Policy Section 204-01 is available upon request. Violation of this policy is sufficient cause for the denial of the right to bid on or to sell any materials, supplies, equipment, or services to the Aviation Authority for a period of time that is determined by the Chief Executive Officer.

Civil Rights, Title VI Compliance. The Aviation Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this invitation, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

GREATER ORLANDO AVIATION AUTHORITY

EXHIBIT C – INVOICES

Invoice Instructions

1. Invoices must be received by the Owner no later than the 25th day of the month in order to be processed for payment prior to the end of the following month. The Consultant shall pay each Subconsultant or supplier for satisfactory performance of their contracts no later than 10 days from receipt of each payment from the Owner. The invoices shall be prepared and submitted by the Consultant on the Owner's standard Professional Services Invoice form, a copy of which is attached herein. All project information must be included on the form including any addendum, amendment, FAA, and FDOT project numbers if applicable and the Owner's project number and project name. The Consultant's corresponding project number should also be included. Any omitted information may cause delays in processing the invoice or return of the invoice to the Consultant for further information and resubmission. The Balance Remaining column shall not show negative values against the contract amount. The invoice must be signed and dated by a Principal or Officer of the Consultant before submission to the Owner. Consultant's signature certifies that, except as specifically indicated on the documents attached to the Professional Service Invoice, there are no Claims of Subconsultants or Suppliers as of the date of the Professional Service Invoice that have not been completely resolved, that the Consultant has no knowledge of any unresolved Claims by Subconsultants or Suppliers, that all Subconsultants and Suppliers have been paid to date from funds received for previous Professional Service Invoices and that payment has not been previously received for services currently being billed. Additionally, Consultant certifies that the assigned work and services are on schedule to be completed within the contracted lump sum price, or with this certification have attached hereto, a written notice to the Aviation Authority of any deviations.
2. The portion of the amount invoiced for the Consultant's services rendered on a Lump Sum Fee basis, including any reimbursable expenses included as a component of the Lump Sum Fee, will be based upon the Consultant's estimate of the percentage of work completed at the time of billing. If the Owner considers that the completion status indicated in the invoice is representative of actual progress on the Project, the invoice will be approved for payment accordingly. If the Owner considers that the progress on the invoice has not been achieved, then the Owner will adjust the invoice accordingly, process payment for whatever adjusted amount is considered due based upon the Owner's assessment of actual progress achieved, and advise the Consultant in writing of the adjustment.
3. The portion of the amount invoiced for the Consultant's services rendered on a Not To Exceed Reimbursable Fee basis will be invoiced based upon the Services incurred at the time of billing. Each invoice shall include a summary spreadsheet showing total hours spent to date, total hours billed on the current invoice, and the hourly rate for each position that is to be compensated on a Reimbursable Fee basis. Timesheets are not required to be submitted with each invoice, but the Consultant shall maintain timesheets for all individuals billing for Services under this Agreement in the event that an audit is required.
4. The Not To Exceed Reimbursable Expenses, if any, shall be invoiced on an actual cost basis. Reimbursable expenses shall be limited to deliverables requested by the Owner. Any other expenses must be pre-approved by the Owner's Department Manager. A summary spreadsheet listing each reimbursable expense shall be included with each invoice. No mark-up on any Reimbursable Expenses will be permitted. All invoices for Reimbursable Expenses must include complete backup documentation for all expenses, including original invoices, bills, receipts, and other reasonable documentation. No travel expenses will be reimbursed unless they were incurred and documented in strict accordance with the Owner's Travel Policy and no travel expenses will be reimbursed for travel within the local area.
5. The Owner's Disbursement Form must be prepared and submitted with the invoice for processing. Each invoice will include an original disbursement form for the applicable Services performed by the Subconsultants at the time of billing. All project information must be included on the form including any addendum or amendment numbers if applicable. The Consultant's corresponding project number should also be included. Complete the evaluation of Sub-consultants section with the submission of the Final Invoice. Any

omitted information may cause delays in processing the invoice or return of the invoice to the Consultant for further information and resubmission.

**GREATER ORLANDO AVIATION AUTHORITY**

Orlando International Airport

PROFESSIONAL SERVICES INVOICEPO#:

GOAA Project No. and Description:

Date of Base Agreement: 1/1/2022

Reference Addendum: 001

Amendment: 000

Reference FAA AIP / FDOT JPA Nos.:

To:	Deborah J. McKeown	Sequential Statement No.:	01
	Assistant Vice President, Project Controls	Consultant's Invoice No.:	
	Greater Orlando Aviation Authority	Consultant's Project No.:	
	11312 Terminal C Service Rd., Bldg. #16	Period Start Date (required):	2/1/2022
	Orlando, FL 32824	Period Ending Date (required):	2/28/2022
		Date Prepared:	3/1/2022
From:	Company Name	Payable To: SAME	
	Address 1		
	City, State, Zip		

LS/ NTE	PHASE/COMPONENT	CONTRACT AMOUNT	TOTAL % COMPLETE	TOTAL BILLED TO DATE	PREVIOUSLY BILLED TO DATE	\$ AMOUNT BILLED THIS PERIOD	\$ BALANCE REMAINING
NTE	Add 000 (Original award)	\$ -	-	\$ -	\$ -		\$ -
NTE	Amd 001	\$ -	-	\$ -	\$ -		\$ -
NTE		\$ -	-	\$ -	\$ -		\$ -
	TOTAL - NTE FEE's	\$ -	-	\$ -	\$ -	\$ -	\$ -
LS		\$ -	-	\$ -	\$ -		\$ -
LS		\$ -	-	\$ -	\$ -		\$ -
LS		\$ -	-	\$ -	\$ -		\$ -
	TOTAL - LS FEE's	\$ -	-	\$ -	\$ -	\$ -	\$ -
NTE		\$ -	-	\$ -	\$ -		\$ -
NTE		\$ -	-	\$ -	\$ -		\$ -
NTE		\$ -	-	\$ -	\$ -		\$ -
	TOTAL - EXPENSES	\$ -	-	\$ -	\$ -	\$ -	\$ -
	GRAND TOTALS	\$ -	-	\$ -	\$ -	\$ -	\$ -

TOTAL AMOUNT DUE \$ -

Signature Block - Consultant, by and through the undersigned Principal/Officer, hereby certifies that, except as specifically indicated on the attached documents, there are no Claims of Subconsultants or Suppliers as of the date of this Professional Service Invoice that have not been completely resolved, that the Consultant has no knowledge of any unsolved Claims by Subconsultants or Suppliers, that all Subconsultants and Suppliers have been paid to date from funds received for previous Professional Service Invoices and payment has not been previously received for the services currently being billed. Additionally, Consultant certifies that the assigned work and services are on schedule to be completed within the contracted lump sum price, or with this certification have attached hereto, a written notice to the Aviation Authority of any deviations.

Attachments:
1) Disbursement Form
2) If NTE Services - Summary Sheet of Staff (Names & Hours)
3) If NTE Reimbursable Expenses - Back up (invoices)

Name:							
Company:							GOAA Engineering Form (February 2023 Edition)

Addendum/Amendment Nos.

Project: BP-###, Project Name
Consultant: Company Name of Consultant

Invoice No. ### - ###

Period Ending: 31-Jan-08

	Total Labor Hours to Date	Labor Hours Previously Billed	Labor Hours Billed This Period	Hourly Rate	Total Billed to Date	Total Billed This Period
Prime Consultant						
Individual / Position Title No. 1						
Individual / Position Title No. 2						
Individual / Position Title No. 3						
Subtotal Prime Consultant						
Subconsultant No. 1						
Individual / Position Title No. 1						
Individual / Position Title No. 2						
Individual / Position Title No. 3						
Subtotal Subconsultant No. 1						
Subconsultant No. 2						
Individual / Position Title No. 1						
Individual / Position Title No. 2						
Individual / Position Title No. 3						
Subtotal Subconsultant No. 2						
Subconsultant No. 3						
Individual / Position Title No. 1						
Individual / Position Title No. 2						
Individual / Position Title No. 3						
Subtotal Subconsultant No. 3						
TOTAL						

Invoice No. ### - ###
Period Ending: 31-Jan-08

[illegible][illegible]

EXHIBIT D – OWNER’S TRAVEL POLICY

OBJECTIVE These provisions establish the policy governing authorized travel, which includes meals and entertainment for employees, consultants, members of the Aviation Authority Board, and other authorized persons who travel at the expense of the Greater Orlando Aviation Authority.

DEFINITIONS For the purpose of this policy, the following words or phrases shall mean:

Authorized Approver. An employee appointed by the Aviation Authority Board and holding office at the level of Vice President or above.

Authorized Travelers (Travelers)

- Aviation Authority members. Officials serving on the Aviation Authority Board, other than employees.
- Aviation Authority employees. An individual filling an authorized position in the Aviation Authority, other than Aviation Authority Board Members.
- All other Travelers. Persons, including consultants, other than Aviation Authority Board members/employees authorized in advance by the Chief Executive Officer or Executive Vice President to travel at the expense of the Aviation Authority.

Business Associate Any person, other than an Aviation Authority Board Member, employee, consultant, or other Traveler, who receives the services of or is subject to solicitation by the Aviation Authority in connection with the performance of its lawful duties; persons or representatives of firms considering or being solicited; who receives the hospitality of the Aviation Authority in connection with the performance of its lawful duties; and other businesses or persons affiliated with the Aviation Authority's airport system.

Common Carrier. Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.

Complimentary Upgrade. Any seat assignment arranged in advance by specific request of the Traveler or by an airline employee that provides the Traveler with a class of travel in excess of the airfare paid and which conflicts with Policy 101.02 – Code of Ethics and Business Conduct.

Daily Travel. All travel, including conferences and seminars that do not require an overnight stay.

Day of Travel. Day of departure and day of return for authorized travel.

Denied Boarding Customer. Those Travelers that have been denied boarding a flight by the Airline because of overbooking, mechanical problems or other flight delays.

Domestic Travel. Travel within the 48 continental United States.

Emergency Notice. Notification given to a Traveler less than 24 hours prior to the start of a travel period.

Entertainment Expenses. The actual and reasonable costs of providing hospitality for Business Associates, which costs are defined and prescribed as hereinafter set forth.

International Travel. Travel outside the 48 contiguous United States, to include Alaska, Hawaii and US possessions.

Most Economical Method of Travel. The mode of transportation (Aviation Authority-owned vehicle, privately owned vehicle, Common Carrier, etc.) and schedule of transportation, taking into consideration the following:

- the purpose and nature of the travel;
- the most efficient and economical means of travel (considering the time length of the trip, number of connections, time of day, cost of transportation and Per Diem or subsistence required, early booking of airline reservations to take advantage of discounted fares, any additional add-on fees, and convenience); and
- the number of persons making the trip and the amount of equipment or material to be transported.

Official Headquarters. The airport to which the Aviation Authority member, employee or other Traveler is assigned.

Per Diem. An allowance for meals and incidental expenses. The U.S. General Services Administration (GSA) establishes the per diem reimbursement rates that federal agencies use to reimburse their employees for subsistence expenses incurred while on official travel within the continental U.S. (CONUS), which includes the 48 contiguous states and the District of Columbia. The U.S. Department of Defense (DOD) establishes rates for travel in non-foreign areas outside of CONUS, which includes Alaska, Hawaii, and U.S. Territories. The U.S. Department of State establishes rates for travel in foreign areas.

- Website for GSA: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

- Website for DOD's Defense Travel Management Office (DTMO):
<https://www.travel.dod.mil/Travel-Transportation-Rates/Per-Diem/>
- Website for Department of State:
https://aoprals.state.gov/content.asp?content_id=184&&menu_id=101&menu_id=101

Pre-Travel Request (Request). The request to travel on behalf of the Aviation Authority, which should be submitted for review and approval by an Authorized Approver prior to the Travel Period.

Post-Travel Expense Report (Expense Report). The request for reimbursement of expenditures incurred while traveling at the expense of the Aviation Authority and submitted for review and approval by an Authorized Approver after the Travel Period.

Standardized Regulations. Official documentation specific to the type of travel (domestic or international), based on location and issued by a U.S. governmental authority providing regulatory guidelines with regard to per diem reimbursement rates for lodging, meals, and incidental expenses. U.S. governmental authorities include but shall not be limited to the U.S. General Services Administration (GSA), the U.S. Defense Department, the Defense Travel Management Office, the U.S. Department of State, or the Internal Revenue Service (IRS).

Standby Seat. A seat assigned by the airline to a Traveler when traveling in a standby mode.

Travel and Expense Application (T&E Application) The software application used to manage Requests, Expense Reports and bookings for travel conducted at the expense of the Aviation Authority.

Travel Services. The Aviation Authority employee(s) assigned the duties and responsibilities of reviewing and validating policy compliance for all Aviation Authority travel.

Travel Expenses. The actual and reasonable costs of transportation, meals, lodging, and incidental expenses normally incurred by a Traveler.

Travel Period. The period of time between the time of departure and time of return.

METHOD OF OPERATION POLICY

Travelers are expected to exercise the same care in incurring Travel Expenses that any prudent person exercises when traveling on personal business.

It is the responsibility of the Traveler to comply with this policy and to be knowledgeable of the nature and extent of reimbursable expenses.

It is the general policy of the Aviation Authority to reimburse reasonable travel, meals and entertainment expenses, incurred during authorized travel, subject to any limitations provided for in this policy.

If a Traveler or Business Associate on a trip deviates from this policy for justifiable reasons, they may continue to be reimbursed for travel related expenses. Travelers should be prepared to justify any additional expenses incurred as a result of these changes. Justifications must be included in the “Comments” box for the related expense within the Expense Report.

If management directs an employee to terminate their travel and return early due to a business need, the Traveler will be reimbursed for any costs that they could not avoid. A statement explaining the unforeseen costs incurred must be included in the “Comments” box of the Expense Report.”

If a Traveler is an employee of the City of Orlando Police Department (OPD) who is assigned full-time duty status to the OPD Airport Division to perform services for the Aviation Authority, in accordance with the Operation and Use Agreement between the City of Orlando and the Aviation Authority, as amended, the Traveler shall adhere to Policy Section 412, Management, Budget and Accounting Department established by the City of Orlando (City Travel Policy) and Section 1706.5, Travel/Training Policy and Procedure established by the Orlando Police Department (OPD Travel Policy). To the extent that differences exist between this Policy 430.02, Authorized Travel Expense and Subsistence, and the City Travel Policy and/or the OPD Travel Policy, the provisions of City and OPD policies shall prevail, in accordance with the above referenced Agreement.

The Chief Executive Officer may issue travel directives and guidelines in addition to this policy. It is the responsibility of the Traveler to be knowledgeable of, and comply with the nature and extent of these additional directives and guidelines.

Except as noted above, noncompliance with this policy will be addressed in accordance with Operational Procedure 204.02, Allegations of Misconduct. Noncompliance with this policy may lead to the denial of reimbursement or other disciplinary action, up to or including termination of employment.

Approvals

Authorization of Requests. Requests for travel (domestic and international) must be submitted through the Aviation Authority's T&E Application for approval as soon as reasonably possible. All required fields within the T&E Application, along with any pertinent information related to the trip, must be completed. The Request must include a statement of purpose for the travel and indicate the benefits to the Aviation Authority. A copy of any program or agenda shall also be attached and submitted. If none is available, a statement to that effect must be submitted. Approval should be obtained no later than 5 business days in advance of the proposed travel.

Authorization of Expense Reports. Expense Reports for all travel expense incurred must be submitted through the Aviation Authority's T&E Application for approval. All required fields within the T&E Application, along with any pertinent information related to the trip, must be completed. If not previously included within the corresponding Request, the Expense Report shall include a statement of purpose for the travel and indicate the benefits to the Aviation Authority. A statement of benefits to the Aviation Authority is not required for local travel. Additionally, if not previously submitted within the corresponding Request for travel, a copy of any program or agenda shall also be attached and submitted within the Expense Report. If none is available, a statement to that effect must be submitted. Expense Reports should be submitted no more than 20 business days after the travel period has concluded for domestic travel and no more than 30 business days after the conclusion of the travel period for international travel.

Routing of Requests and Expense Reports. Completed Requests and Expense Reports will start with a compliance review which is conducted by Travel Services. Once a Request or an Expense Report has been approved by Travel Services, routing through the T&E Application will continue until the Request or Expense Report has received final approval. The Chief Executive Officer must approve any Request or Expense Report for any of the following: 1) the amount is equal to or above \$10,000, 2) lodging within 50 miles of the Aviation Authority's Official Headquarters, or 3) International Travel (inclusive of Alaska, Hawaii or any U.S. Territory).

Requirements for Final Approval. Final approval for any Request or Expense Report is the responsibility of the Authorized Approver(s), as determined within this policy. Travel for all Authorized Approvers, with the exception of the Chief Executive Officer, must be approved by their direct manager or a higher authority. Travel for the Chief Executive Officer shall be approved by the Vice President of Finance.

**Special
Conditions of
Travel**

Departmental Responsibilities. The department's Authorized Approver shall be responsible for reviewing all travel requests and ensuring their compliance with policy. Additionally, the Authorized Approver is responsible for ensuring all approved travel has been properly budgeted. While Authorized Approvers are authorized to delegate approval of travel to a named designee, nonetheless, the Authorized Approver is ultimately responsible for the appropriateness, accuracy, and budget for all travel within their respective department(s).

Travel Services' Responsibilities. Review and validate all Requests and Expense Reports for compliance with Aviation Authority policy and with any travel related directives issued by the Chief Executive Officer.

Travelers Other Than Authority Board Members or Employees. The Chief Executive Officer or Executive Vice President may approve travel by persons who are serving as Business Associates when such travel is on behalf of the Aviation Authority (excluding those consultants and advisors whose contract specifies the terms of travel). Travel Expense provisions may be made within the consulting agreement and approved as part of the agreement, subject to the maximum limits for reimbursement provided for in this policy. If no provision is reflected in the agreement, complete justification must be submitted prior to approval. Travel Expenses for authorized persons shall adhere to the same rates and guidelines as those for Aviation Authority Board members, employees and other Travelers.

Joint Travel Missions. On occasion, the Aviation Authority will enter into a joint travel mission that may be for business, economic, or tourist development reasons with organizations including, but not limited to, the Orlando Economic Partnership, Enterprise Florida, Visit Orlando, Visit Florida, Experience Kissimmee, bi-national chambers of commerce and Offices of the Mayors, etc. When these joint ventures are undertaken, the Aviation Authority will pay travel costs based upon the invoice submitted by the host agency which will be generally distributed among agencies in a predetermined manner. Travel Services will perform procedures to determine that the amounts charged to the Aviation Authority are financially comparable to amounts which would be charged if the Aviation Authority were arranging the trip. Any meals, lodging or incidental expenses not included in the invoice will be reimbursed in accordance with the standard guidelines found elsewhere within this policy. All such travel shall be authorized in advance by the Chief Executive Officer or Executive Vice President.

Travel for Employment Interviews. Travel and transportation expenses of the Aviation Authority's employment applicants will be reimbursed in accordance with this policy. All travel arrangements and lodging will be

made by the Human Resources department in accordance with the Authorization of Requests in the Approvals section of this policy and approved in advance by the Chief Executive Officer, subject to available budget.

Most Economical Method. Travelers are required to use the Most Economical Method of travel. Refundable or nonrefundable airfares may be reserved as deemed appropriate under the circumstances. If a Traveler departs early or returns late to take advantage of reduced airfares, lodging and meals will be reimbursed in accordance with this policy, provided that a net savings to the Aviation Authority is realized and such savings are documented in advance within the Request.

Physically Disabled, Sick, Injured, or Fatigued Travelers. Any Traveler who is on authorized travel, and becomes sick or injured, to the extent they can no longer perform the Aviation Authority's business, may be eligible to continue receiving meal allowances, and other reasonable expenses during his or her incapacitation. This eligibility may extend until such time as the Traveler is able to continue to perform the Aviation Authority's business, or return to official headquarters, whichever is earlier.

In order to qualify, the Traveler must notify the department Vice President, Senior Vice President, Executive Vice President, or Chief Executive Officer as soon as possible, but not later than 24 hours after incurring the illness or injury, and receive authorization for continued reimbursement. Notwithstanding any provision contained herein to the contrary, the Aviation Authority may reimburse or pay Travel Expenses incurred by the physically fatigued or disabled Traveler, which are in excess of the Travel Expenses ordinarily authorized, provided such excess Travel Expenses are reasonable and necessary under the circumstances for the safe travel of the physically disabled or fatigued individual. Any and all reasonable and necessary expenses being claimed by the Traveler must be accompanied by sufficient documentation to justify the expense(s).

Emergency Travel. The Chief Executive Officer or Executive Vice President may authorize travel for any employee, Aviation Authority Board member, or other Traveler pursuant to Emergency Notice. The requirements of Authorization of Requests in the Approvals section of this policy may be waived at the discretion of the Chief Executive Officer or Executive Vice President whenever travel is pursuant to Emergency Notice. Expense Reports shall be submitted upon completion of travel in accordance with Post-Travel Expense Reports section.

Personal Travel. Personal travel combined with business trips are allowed when approved in advance. Personal travel must be taken on one's own

time and at no expense to the Aviation Authority. Any additional expenses, as determined by this policy, are the responsibility of the Traveler and must be reimbursed to the Aviation Authority.

**Reimbursement
and Per Diem
Rates**

Lodging. A Traveler may be reimbursed for the actual cost of a single occupancy hotel room for travel that requires overnight absence from Official Headquarters. Lodging expenses must be substantiated by an itemized receipt.

- a. Domestic Lodging Rates. Payment for domestic lodging is limited to the group rate, if available. If a group rate is not available, lodging expenses are limited to reasonable amounts for the area traveled. Primary responsibility for the reasonableness of amounts charged rests with the Authorized Approver.
- b. International Lodging Rates. International lodging expenses are limited to reasonable amounts, not to exceed 150% of the amount published in the Standardized Regulations for the area traveled at the time of travel, or the conference rate.
- c. In-State Lodging - Tax Exemption. When reserving lodging within the State of Florida, the Authorized Traveler is responsible for ensuring exemption from sales tax.
- d. Non-reimbursable Expenses. Incidentals along with other additional fees charged to the room, including but not limited to movies, spa services, alcoholic beverages, and/or mini bar purchases will not be reimbursed.

Meals. In order to comply with the IRS regulations, two meal allowance standards are being allowed. The Traveler must elect one of the two methods, receipted or non-receipted, and apply that method consistently throughout their Travel Period.

- a. Non-receipted Meals reimburses the Traveler using a meals and incidental expense per diem allowance without the need to submit receipts. The U.S. General Services Administration (GSA) establishes the per diem reimbursement rate while traveling within the contiguous U.S. (CONUS), which includes the District of Columbia. The U.S. Department of Defense (DOD) establishes rates for travel in non-foreign areas outside of CONUS, which includes Alaska, Hawaii and U.S. Territories. The U.S. department of State establishes rates of travel in foreign areas. The meals and incidental expense (M&IE) rates for domestic and international locations are inclusive of taxes

and tips, so Travelers will not be reimbursed separately for these items.

- b. Receipted Meals allow the Traveler to be reimbursed up to a specified amount, but must be accompanied by an itemized receipt reflecting the amount spent on the meal. Receipted meal reimbursements shall not exceed 130% for domestic meals and 150% for international meals in accordance with the M&IE per diem rates as published within the Standardized Regulations for the location traveled to, at the time of travel. Receipted meals may be submitted for Travel Periods less than 12 hours.
- c. Allocation of M&IE Per Diem for Non-receipted Meals. On the Day of Travel, the Traveler will be reimbursed 75% of the applicable M&IE per diem rate. All remaining days within the travel period are reimbursed at 100% of the applicable M&IE per diem rate. Travel Periods less than 12 hours in duration are ineligible for non-receipted per diem meal reimbursements.
- d. Business Meals. Limitations on expenditures set forth above are applicable to Travelers when not accompanied by a Business Associate. When accompanied by a Business Associate, expenditures shall be made in accordance with Special Conditions of Travel section and Post-Travel Expense Reports section of this policy.
- e. Complimentary Meals. If a complimentary meal is provided, it shall be the Traveler's option to accept or decline the meal. Continental breakfasts or snacks do not constitute a complimentary meal. If the Traveler opts to accept a complimentary meal, this shall be indicated within the Travel Expense Report and will result in a reduction of the M&IE per diem meal reimbursement for the applicable day(s).

Transportation

General Requirement. All travel shall be booked using the most direct route or common method of travel when possible. If a person travels by an indirect route or any other method for their own convenience, any extra costs shall be borne by the Traveler. Reimbursement of expenses shall be based only on charges which would have been incurred by use of the usually traveled route or method.

Travel Services shall review the Most Economical Method of travel and the usually traveled direct route for any trip.

Commercial Air Travel. Commercial air travel will be by premium economy (or equivalent as designated by an airline). First class rates may be authorized, (1) if a statement from the Common Carrier or Travel

Services or its authorized representative is included with the travel request stating that premium economy class, or business class as described below, is not available for the date and time the travel is requested, or (2) for medical reasons, if substantiated in writing by a physician.

- a. Seat Classification. To avoid or minimize undue physical fatigue due to length of trip, number of travel segments, or changes in time zones, Traveler may book travel in business class if any flight segment or leg of a trip, excluding the duration of any layovers, exceeds 4 hours. For purposes of this section, the term "business class" shall mean a class of travel for which the fare is greater than tourist, coach, or premium economy class but which is less than first class.
- b. Complimentary Upgrades. Authorized Travelers will not accept a Complimentary Upgrade of seating on any flight. If an Authorized Traveler is deemed to have accepted a Complimentary Upgrade, the Authorized Traveler will pay to the airline the lowest calculated difference between the class of travel purchased and the upgraded class.

The following are not considered Complimentary Upgrades:

- Use of frequent flyer miles or other upgrade benefits to obtain a higher class of airfare.
- Use of system-wide upgrades.
- Compensation paid to passenger who qualifies as Denied Boarding Customer (DBC).
- Standby Seats assigned by the airline, regardless of seat assignment.

Car Rentals

- a. Authorization. Use of a rental car must be deemed to be the most economical, convenient and/or efficient form of transportation.
- b. State Contract. When renting a vehicle, the approved vehicles shall be rented in accordance with the intermediate size vehicle listed on the annual contract for rental cars competitively bid by the State of Florida when available. Justification for use of a rental vehicle larger than an intermediate size described in the State contract, which is required to transport Business Associates or materials, must be included in the comments field of the travel request.
- c. Insurance. Collision damage waiver insurance is required when renting a car for business travel. Normally, the State Contract for rental cars includes this coverage in the rental rate for Travelers.

Privately Owned Vehicles. The Authorized Approver may authorize the use of a privately-owned vehicle for travel on behalf of the Aviation Authority in lieu of Aviation Authority-owned vehicles, rental vehicles, or Common Carriers.

A Traveler who requests, and is approved the use of a privately-owned vehicle, shall be entitled to a mileage allowance in accordance with the IRS published mileage reimbursement rate. The mileage allowance for Travelers shall be reimbursed at the IRS published mileage reimbursement rate or the air carrier fare for such travel, whichever is less.

All travel which is subject to a mileage allowance shall be shown from point of origin to point of destination and return, less mileage for the Traveler's standard commute, and shall be computed using a web based mapping program or mileage calculator.

No reimbursement other than a mileage allowance shall be allowed for expenditures related to the operation, maintenance or ownership of a privately-owned vehicle, except as provided above and in the Incidental Expenses section herein this policy.

- a. Auto Allowance. The Chief Executive Officer may grant reasonable monthly allowances in fixed amounts for use of privately-owned vehicles on Aviation Authority business instead of the mileage allowances provided for herein. Such allowances shall be established by taking into account the customary use of the vehicle, the roads customarily traveled and whether any of the expenses incidental to the operation, maintenance or ownership of the vehicle is paid from public funds. Such allowance may be changed at any time, and shall be made on the basis of a statement signed by the Traveler and filed before the allowance is granted or changed, and may be evaluated annually thereafter.

Chartered Transportation. The Chief Executive Officer or Executive Vice President may authorize, in advance, transportation by chartered vehicle or carrier when necessary or where it is to the Aviation Authority's advantage, provided the cost of such transportation does not exceed the cost of transportation by a Common Carrier.

Gratuitous Transportation. No Traveler shall be allowed either mileage or transportation expense when gratuitously transported by another, or when transported by another Traveler who is entitled to mileage or transportation expense.

**Receipts, Tips,
and Incidental
Expenses**

Receipts. Receipts are required to support all expenditures with the exception of select cash tips, per diem reimbursements for M&IE, and mileage reimbursement. Receipts shall be attached to the Travel Expense report prior to submission. In accordance with IRS regulations, receipts are always required to support lodging expense. These receipts must be itemized lodging bills and not credit card receipts. If, for any reason, an original receipt is lost and/or unobtainable, the Traveler must submit a Missing Receipt Declaration within the Aviation Authorities' T&E Application.

Tips. Reimbursement for tips shall not exceed the recommended amount at the time of travel for the location traveled as set forth by Travel Services.

Incidental Expenses. The Authority may reimburse the Traveler for incidental expenses in accordance with policy if a proper substantiation of business need has been provided. Incidental expenses may include, but are not limited to the following: Passport/Visa fees, currency exchange fees, immunizations, vehicle storage or parking, toll transponder and gas for rental car, tolls, laundry and pressing (for Travel Periods over 4 days), in-flight wi-fi, or additional travel related incidentals of nominal cost necessary for authorized travel.

**Entertainment
Expenses**

Entertainment expenses are allowable for promotional items and services required to provide hospitality for Business Associates as set forth below:

Tangible Items. Hospitality in the form of tangible items, such as tie tacks, medallions, paperweights, and other non-consumable items are distributed by the appropriate department. Non-consumable items shall be requisitioned through normal purchasing procedures.

Recreational Activities. Hospitality in the form of recreational activities may be provided and shall be requisitioned through normal purchasing procedures when possible.

Entertainment. Actual and reasonable entertainment expenses incurred by Aviation Authority Board members, employees and other authorized persons as described in Special Conditions of Travel section are allowable under this policy only when in the presence of or when physically accompanying a Business Associate, after approval by the Authorized Approver.

**Post-Travel
Expense
Reports**

Domestic Travel. A completed Expense Report with all required documentation should be submitted no later than 20 business days after the Travel Period has concluded.

International Travel. A completed Expense Report with required documentation should be submitted no later than 30 business days after the travel period has concluded.

Significant Deviations from the Request. Significant deviation from the Request (i.e., more than 20% or \$250, whichever is greater) shall be explained in the Expense Report by the traveler.

Funds Due Aviation Authority. Funds due the Aviation Authority may be deducted from any amount due to the Traveler, including but not limited to, per diem, mileage reimbursements, and other out of pocket expenses incurred by the Traveler. Any funds due to the Aviation Authority should be reimbursed to the Authority's Finance department no later than 20 business days for Domestic travel, and 30 business days for International travel, after the travel period has ended. The Aviation Authority may recuperated via payroll deduction(s) funds which are outstanding for more than 30 days, and are directly attributable to the Traveler's failure to properly submit an Expense Report in a timely manner.

Funds Due Traveler. Expense Reports showing an amount due to or on behalf of a Traveler will be processed for payment in accordance with standard payment procedures. Payment of undisputed items should be processed for payment within two payroll cycles after authorized approval has been obtained.

Canceled Trips. The Traveler shall have the responsibility of requesting refunds for any registration fees and other Travel Expenses which were expended prior to the required cancellation. If a canceled Travel Request results in outstanding credits or non-refundable expenses, the Traveler shall submit documentation through the Aviation Authority's T&E Application. Any credits from airlines, hotels, rental cars, or other services must be used toward future business travel.

APPROVAL AND UPDATE HISTORY

Format and Re-Numbering Authority	Aviation Authority Board: August 28, 1991 (R)
Last Approval	Aviation Authority Board: April 19, 2023 (To be effective June 1, 2023) Chief Executive Officer: April 12, 2023
Supersedes:	All Previous

EXHIBIT E – INSURANCE LIMITS

1.0 Insurance Limits

The Consultant shall furnish insurance with the following limits for the period of time required by this Agreement for work Inside the Aircraft Operations Area:

<u>Type of Policy</u>	<u>Amount</u>
Commercial General Liability: Maximum Deductible or Self-insured Retention: Coverage shall include contractual liability	\$5,000,000 Each Occurrence \$100,000
Automobile Liability: Maximum Deductible or Self-insured Retention:	\$5,000,000 Combined Single Limit \$100,000
Workers Compensation and Employers' Liability	Statutory Limit \$500,000 each accident \$500,000 disease-policy limit \$500,000 disease-each employee
Professional Liability and Errors and Omissions: Maximum Deductible or Self-insured Retention:	\$1,000,000 Each Claim \$100,000

2.0 Insurance Certificates

The Consultant shall furnish evidence of insurance reflecting compliance with the insurance requirements listed herein this Agreement. Certificates of Insurance shall be remitted using an ACORD form or in a form acceptable to the Owner and submitted directly to the Owner's Contracts and Grants Manager prior to the start of Services and/or execution of Agreement (whichever comes first). Any deductible or self-insurance retention must be indicated on the certificate of insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Orlando 1025 Greenwood Boulevard Suite 285 Lake Mary FL 32746	CONTACT NAME: Catherine Goff PHONE (A/C, No, Ext): 407-740-5550 FAX (A/C, No): 407-740-5522 E-MAIL ADDRESS: orlandocommercial@hylant.com
INSURED AVCON, INC. 5555 East Michigan Street Suite 200 Orlando FL 32822	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Admiral Insurance Company 24856 INSURER B: Travelers Indemnity Co of Amer 25666 INSURER C: The Travelers Indemnity Company 25658 INSURER D: Travelers Casualty Ins Co Amer 19046 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1762117178

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680007S607425	10/6/2023	10/6/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA7S607609	10/6/2023	10/6/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CUP007S607855	10/6/2023	10/6/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	UB007S607763	10/6/2023	10/6/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			EO000047468-06	10/6/2023	10/6/2024	Each Claim Aggregate \$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**GOAA
Orlando Int'l Airport; 5855 Cargo Road
Orlando FL 32817-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

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