

**ADDENDUM NO. 3
TO THE AGREEMENT DATED JANUARY 15, 2021
BETWEEN GREATER ORLANDO AVIATION AUTHORITY
AND DYKES EVERETT & COMPANY, LLC**

Project: Uplands Land Management Services for BP-489 East Airfield Wildlife Attractant Removal and Associated Work, Orlando International Airport

THIS ADDENDUM is effective this 22nd day of February, 20 23, by and between the **GREATER ORLANDO AVIATION AUTHORITY** ("Authority"), and **DYKES EVERETT & COMPANY, LLC** ("Consultant").

WITNESSETH:

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

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

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

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

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

2. Consultant shall be compensated for such additional services in the **LUMP SUM AND NOT TO EXCEED** amount of **FOUR HUNDRED NINETY-FIVE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$495,750.00)**, broken down as follows:

Professional Fees:	NTE:	\$0.00
Professional Fees:	LS:	\$460,750.00
Reimbursable Expenses:	NTE:	<u>\$35,000.00</u>
Total:		\$495,750.00

3. A. Consultant hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Florida Statutes § 287.135, as amended;

AND

B. (applicable to agreements that may be \$1,000,000 or more) - Consultant hereby certifies that it is: (1) not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Florida Statutes § 287.135; and (2) not engaged in business operations in Cuba or Syria, as defined in Florida Statutes § 287.135, as amended.

4. Authority may terminate the Agreement for cause and without the opportunity to cure if the Consultant is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

In the event the Agreement is for One Million Dollars (\$1,000,000.00) or more, Authority may terminate this Agreement for cause and without the opportunity to cure if the Consultant is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

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

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Addendum this 22 day of February, 2023.

GREATER ORLANDO AVIATION AUTHORITY

By:



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

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

this 21 day of Feb, 2023

By:



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

DYKES EVERETT & COMPANY, LLC

By:



Signature (Duly Authorized Rep.)

Dykes Everett

Printed Name

President/Manager

Title

PERFORMANCE/PAYMENT BOND COVER SHEET

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

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

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

PERFORMANCE BOND NO.:	NFL 3560
PAYMENT BOND NO.:	NFL 3560
CONTRACTOR INFORMATION:	Name: Dykes Everett & Company, LLC
	Address: 882 West Central Blvd.
	Orlando, FL 32805
	Phone: (407) 770-2570
SURETY PRINCIPAL BUSINESS INFORMATION:	Name: Merchants National Bonding, Inc.
	Address: P.O. Box 14498
	Des Moines, IA 50306
	Phone: (515)243-8171
OWNER INFORMATION:	Name: Greater Orlando Aviation Authority
	Address: One Jeff Fuqua Blvd.
	Orlando, FL 32827
	Phone: (407) 825-2001
BOND AMOUNT:	\$495,750.00
DESCRIPTION OF WORK:	Uplands Land Management Services for BP-489 East Airfield Wildlife Attractant Removal and Associated Work
PROJECT LOCATION:	Orlando International Airport, Orlando, FL
AGENT INFORMATION:	Name: Johnson & Company
	Address: 801 N. Orange Avenue, Suite 510
	Orlando, FL 32801
	Phone: (407) 843-1120

PAYMENT BOND FORM

BOND NO.: NFL 3560**GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA**

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

KNOW ALL PERSONS BY THESE PRESENTS that **DYKES EVERETT & COMPANY, LLC**, hereinafter called Principal, and Merchants National Bonding, Inc., a corporation organized under the laws of the State of Iowa, having its home office in the City of Des Moines and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the Penal Sum of **FOUR HUNDRED NINETY-FIVE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$495,750.00)** for the payment of which sum well and truly to be made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated February 16, 2023, entered into a contract with Owner for "Uplands Land Management Services for BP-489 East Airfield Wildlife Attractant Removal and Associated Work, Orlando International Airport," in accordance with the Contract Documents which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

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

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


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

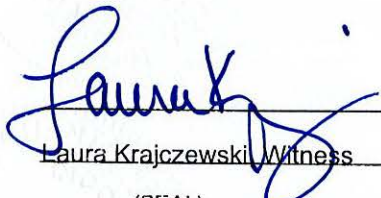
Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Owner or Principal that would, in the absence of this clause, result in the release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

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

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on this 16th day of February, 2023, to be effective as of the date of the Contract, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:



Lori L Williams
(SEAL)


Laura Krajczewski Witness
(SEAL)


(Countersignature by a Florida Licensed Agent)

Tyler Ragland, Florida Licensed Resident Agent
Name and Title
Johnson & Company
Agency
801 N. Orange Avenue, Suite 510, Orlando, FL 32801
Address

DYKES EVERETT & COMPANY, LLC
Principal

By: 
DYKES EVERETT PRES. & MANAGER
Name and Title

Merchants National Bonding, Inc.
Surety

By: 
Tyler Ragland, Attorney-In-Fact
Name and Title
Johnson & Company
Agency
801 N. Orange Avenue, Suite 510, Orlando FL 32801
Address 407-843-1120

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

PERFORMANCE BOND

BOND NO.: NFL 3560

GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA

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

KNOW ALL PERSONS BY THESE PRESENTS that **DYKES EVERETT & COMPANY, LLC**, hereinafter called Principal, and Merchants National Bonding, Inc., a corporation organized under the laws of the State of Iowa and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Owner, in the Penal Sum of **FOUR HUNDRED NINETY-FIVE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$495,750.00)**, for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated February 13, 2023, entered into a Contract with Owner for "Uplands Land Management Services for BP-489 East Airfield Wildlife Attractant Removal and Associated Work, Orlando International Airport," in accordance with the Contract Documents which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

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

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

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

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

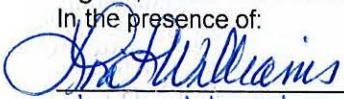
3. In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and other legal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

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

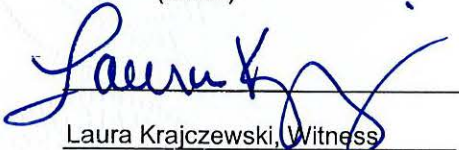
6. The institution of suit upon this Bond shall be in accordance with Section 95.11(2)(b), Florida Statutes.
7. Any changes in or under the Contract Documents (which include the Plans, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the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

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on this 16th day of February, 2023, to be effective as of the date of the Contract, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.


Signed, sealed and delivered
In the presence of:


Lori L. Williams

(SEAL)


Laura Krajczewski, Witness

(SEAL)



(Countersignature by a Florida Licensed Agent)

Tyler Ragland, Florida Licensed Resident Agent

Name and Title

Johnson & Company

Agency

801 N. Orange Avenue, Suite 510, Orlando, FL 32801

Address

DYKES EVERETT & COMPANY, LLC

Principal

By: 

DYKES EVERETT PRES. & MANAGER
Name and Title

Merchants National Bonding, Inc.

Surety

By: 

Tyler Ragland, Attorney-In-Fact

Name and Title

Johnson & Company

Agency

801 N. Orange Avenue, Suite 510, Orlando FL 32801

Address (407)843-1120

NOTE:

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brett A Ragland; Kanani Cordero; Laura Krajczewski; Tyler Ragland

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

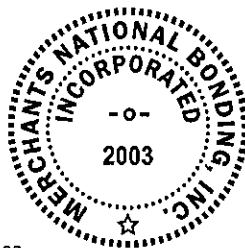
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



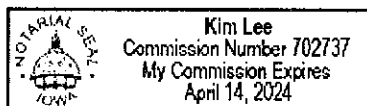
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of February, 2023.



William Warner Jr.
Secretary



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

Memorandum

To: Members of the Professional Services Committee

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

Date: December 20, 2022

Re: Request for Recommendation of Approval to the Aviation Authority Board of an Addendum to the Land Development, Land Planning, and Land Management Consulting Services Agreement with Dykes Everett & Company, LLC for Uplands Land Management Services for BP-00489 East Airfield Wildlife Attractant Removal and Associated Work at the Orlando International Airport

Consultant's proposal, dated December 2022, is to provide Upland Land Management Services for the Greater Orlando Aviation Authority's (GOAA) Property at the Orlando International Airport. The proposal includes a Performance Bond.

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

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

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

Funding is from previously approved Capital Expenditure fund and Passenger Facility Charges (PFC) 18.07, to the extent eligible. Funding source verified by Malvin Martinez of Construction Finance on 12/15/22 as correct and available.

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

Not to Exceed Fees	\$0.00
Lump Sum Fees	\$460,750.00
Not to Exceed Expenses	\$35,000.00
TOTAL	\$495,750.00
AAC – Compliance Review Date	<u>JSS</u> 12/15/22
AAC – Funding Eligibility Review Date	<u>JSS</u> 12/15/22

- The Consultant's services shall include preparation and analysis of financial information necessary to support the budget documents and the rates & charges calculation, including but not limited to:
 - Tenant finish charges, Federal Inspection Station and Common Use fee analysis.
 - Preparation of financial analysis of potential tenants/concessionaires.
 - Preparation of various financial surveys.
 - Assistance with preparation of monthly, quarterly and annual financial statements
- Provide support on the Authority's pension plans.
- Perform additional services needed beyond the scope of services as described above to be performed based on the hourly rates provided in enclosed renewal letter.

This contract did not include a Minority and Women Business Enterprise (MWBE), Local Developing Business (LDB), or Veteran Business Enterprise (VBE) participation requirement.

Funding is from previously-approved Operation and Maintenance Funds, (301.111.170.5310009.000.000000). Funding source verified by Andres Harper of the Finance department on 12/16/22 / as correct and available.

It is respectfully requested that the Professional Services Committee recommend to the Chief Executive Officer approval of Amendment No. 3, Third and Final Renewal Option, for Purchasing Agreement PS-B-575, Accounting, Grant Management, and Internal Control Compliance Services with Carr, Riggs & Ingram, LLC, for the services contained herein and the amount as shown below:

Not to Exceed Fees	\$25,000.00
Lump Sum Fees	\$0.00
Not to Exceed Expenses	\$0.00
TOTAL	\$25,000.00
AAC – Compliance Review Date	<u>955</u> 12/2/22
AAC – Funding Eligibility Review Date	<u>955</u> 12/13/22

Req # 93014



GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
5850-B Cargo Road
Orlando, Florida 32827-4399

MEMORANDUM

To: Members of the Professional Services Committee

From: George I. Morning, Director of Small Business Development Department

Date: December 20, 2022

Re: Request for Recommendation of Approval to the Aviation Authority Board of an Addendum to the Land Development, Land Planning, and Land Management Consulting Services Agreement with Dykes Everett & Company, LLC for Uplands Land Management Services for BP-00489 East Airfield Wildlife Attractant Removal and Associated Work at the Orlando International Airport

The Small Business Development Department (SBDD) has reviewed the proposal from Dykes Everett & Company, LLC, and determined that Dykes Everett & Company, LLC is committed to meet 20% MWBE participation goal on this project.

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

LAND MANAGEMENT SERVICES

PROJECT PROPOSAL
DECEMBER, 2022

PREPARED FOR GOAA BY



Dykes Everett & Company currently serves as GOAA's continuing services contractor for Land Management, Land Planning, and Land Development services, and our team represents over 3 decades of combined experience working for GOAA, primarily dedicated in service to the Airport's land needs. We understand and respect how essential quality land management and land stewardship is to an operating airport and its core functions.

This proposed scope includes the clearing and maintenance of upland buffer areas to reduce and control the presence of wildlife attractants and invasive/nuisance species and to support critical drainage facilities.

This work will be located and prioritized within area A based on field review of conditions and consultation with GOAA staff. Additionally, DEC anticipates and is prepared to meet 20% M/WBE participation for this project. The pricing of this work will be on a lump sum basis with a lump sum total of \$460,750.00, an additional \$35,000 Not To Exceed amount for bond fees, and will be comprised of the following components:

PROPOSED WORK AREA A - EAST AIRFIELD

\$460,750

PROJECT SCOPE

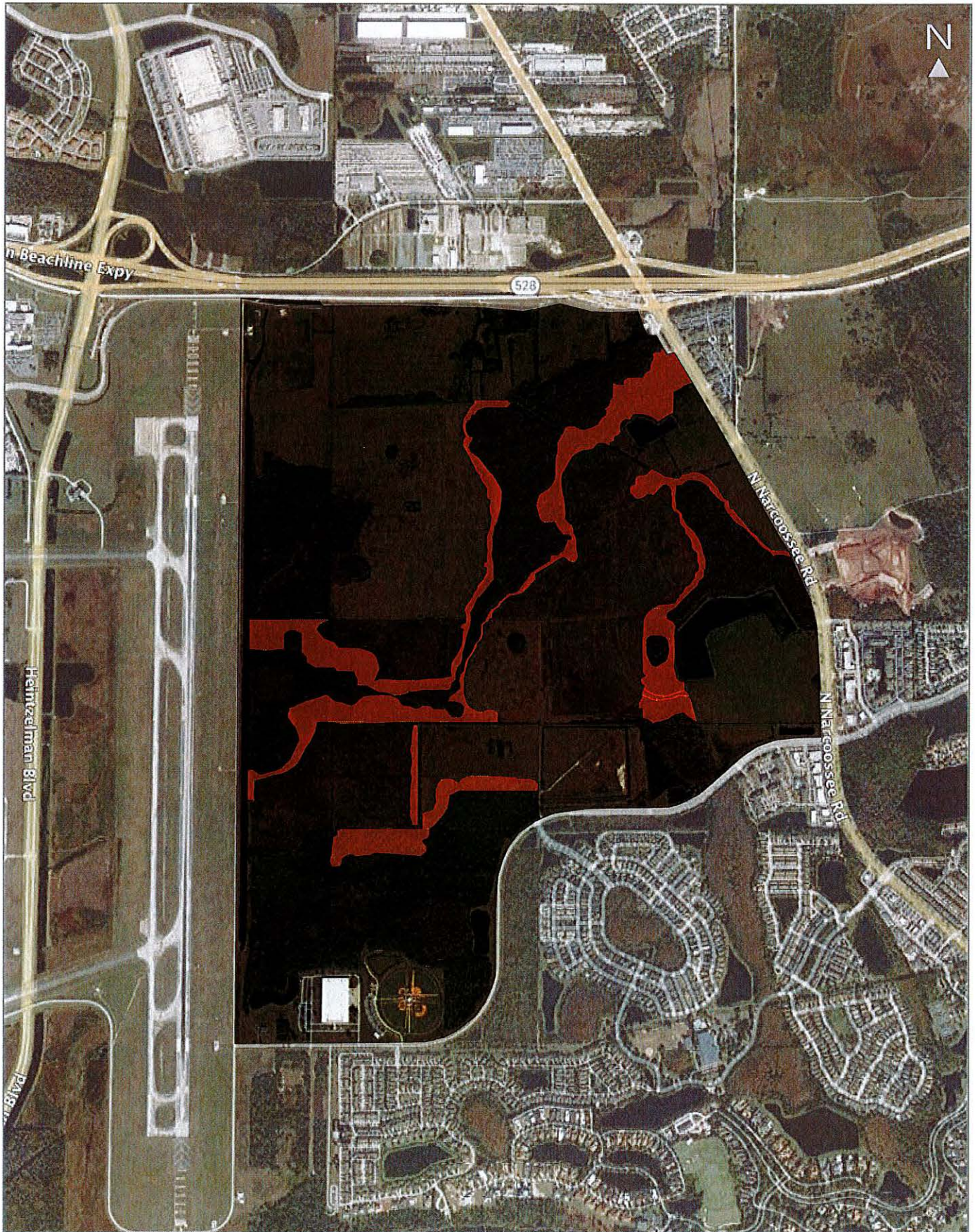
LUMP SUM

Maintenance and repair of upland buffer areas to reduce and control the presence of wildlife attractants, support adjacent drainage systems, and to address overgrowth of invasive and nuisance species - includes repair and stabilization of crossing areas and culverts. Mechanical control includes, but is not limited to, cutter head, mulching, precision chopping, tilling, and reseeding. Stabilization work includes road, drainage swale, and buffer repair, as well as culvert repair and rock placement

CONTRACTOR BOND FEES

\$35,000

NOT TO EXCEED



PROPOSED WORK AREA A - EAST AIRFIELD

Heavy Equipment Cutter Head and Precision Mulching

95 acres at \$3,750/ac \$356,250

Reseeding of Upland Buffers

95 acres at \$425/ac \$40,375

Road Crossing Stabilization and Repair

1,160 linear feet at \$47.50/ln. ft. \$55,100

Mobilization and De-Mobilization \$9,025**Total** **\$460,750**

TRUTH IN NEGOTIATION CERTIFICATION

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

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

Consultant Dykes Everett & Company

By:  _____

Print Name: Dykes Everett

Date: 14 December 2022

On **TUESDAY, DECEMBER 20, 2022**, the **PROFESSIONAL SERVICES COMMITTEE** met at the Orlando International Airport in Carl T. Langford Board Room, One Jeff Fuqua Blvd., Orlando, FL 32827. Chairman Shedek called the meeting to order at 9:55 a.m. Chairman Shedek read the Lobbyist Disclosure and the Appeals Statement. The meeting was posted in accordance with Florida Statutes and a quorum was present. All Professional Services Committee members confirmed no violations regarding the Aviation Authority's Code of Ethics and Business Conduct; lobbying activities policy; or the Florida Sunshine law regarding any agenda item.

Committee Members present:

Scott Shedek, Chairman
Gary Hunt, Director of Maintenance
Marie Dennis, Director of Finance
Marquez Griffin, Director of Operations

Also participating:

Kathleen Sharman, Chief Financial Officer
Karen Ryan, Legal Counsel (Nelson Mullins Broad & Cassel)
Debbie McKeown, GOAA Project Controls
Alex Sorondo, HNTB Corporation
Heather Lee, Anser Advisory Consulting
Fransheska Brown, Recording Secretary

MINUTES

1. The following minutes were presented for consideration:

CONSIDERATION OF MEETING MINUTES OF NOVEMBER 22, 2022 (VARIOUS ITEMS)

A. Upon motion of Mr. Hunt, second by Ms. Dennis, vote carried to approve the PSC Minutes from the meeting held on November 22, 2022 as presented.

CONSIDERATION OF MEETING MINUTES OF DECEMBER 6, 2022 (VARIOUS ITEMS)

B. Upon motion of Mr. Hunt, second by Ms. Dennis, vote carried to approve the PSC Minutes from the meeting held on December 6, 2022 as presented.

REQUEST FOR RECOMMENDATION OF APPROVAL TO THE AVIATION AUTHORITY BOARD OF AN ADDENDUM TO THE LAND DEVELOPMENT AND LAND MANAGEMENT CONSULTING SERVICES AGREEMENT WITH DYKES EVERETT & COMPANY, LLC FOR UPLANDS LAND MANAGEMENT SERVICES FOR BP-00489, EAST AIRFIELD WILDLIFE ATTRACTANT REMOVAL AND ASSOCIATED WORK, AT THE ORLANDO INTERNATIONAL AIRPORT.

2. *[A handout was presented, which includes a revised Memorandum.]* Mr. Sorondo presented the memorandum. Discussion ensued.

Upon motion of Mr. Hunt, second by Ms. Dennis, vote carried to recommend to the Aviation Authority Board approval of an Addendum to the Land Development, Land Planning, and Land Management Consulting Services Agreement with Dykes Everett & Company, LLC for Uplands Land Management Services for BP-00489, East Airfield Wildlife Attractant Removal and Associated Work, for the total amount of \$495,750.00, which includes the lump sum fee amount of \$460,750.00, and the not-to-exceed expense amount of \$35,000.00, with funding from previously approved Capital Expenditure Funds and Passenger Facility Charges to the extent eligible.

REQUEST FOR RECOMMENDATION OF APPROVAL TO THE CHIEF EXECUTIVE OFFICER OF AMENDMENT NO. 3, THIRD AND FINAL RENEWAL OPTION, FOR PURCHASING AGREEMENT PS-B-575, ACCOUNTING, GRANT MANAGEMENT, AND INTERNAL CONTROL COMPLIANCE SERVICES WITH CARR, RIGGS & INGRAM, LLC.

3. *[A handout was presented, which includes a revised Memorandum.]* Ms. Dennis presented the memorandum. Discussion ensued.

Upon motion of Mr. Griffin, second by Mr. Hunt, vote carried to recommend to the Chief Executive Officer approval of Amendment No. 3, Third and Final Renewal Option, for Purchasing Agreement PS-B-55, Accounting, Grant



GREATER ORLANDO AVIATION AUTHORITY

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

MEMORANDUM

TO: Members of the Aviation Authority

FROM: Scott Shedek, Chairman, Professional Services Committee

DATE: January 18, 2023

ITEM DESCRIPTION

Recommendation of the Professional Services Committee to Approve an Addendum to the Land Development, Land Planning and Land Management Consulting Services Agreement with Dykes Everett & Company, LLC for Uplands Land Management Services for Bid Package (BP) No. 489, East Airfield Wildlife Attractant Removal and Associated Work at the Orlando International Airport

BACKGROUND

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

ISSUES

A fee has been negotiated with Dykes Everett & Company, LLC for the total amount of \$495,750 for Uplands Land Management Services for BP No. 489, East Airfield Wildlife Attractant Removal and Associated Work at the Orlando International Airport. Services will include clearing and maintenance of upland buffer areas to reduce and control the presence of wildlife attractants and invasive/nuisance species and to support critical drainage facilities.

The Aviation Authority has reviewed the proposal from Dykes Everett & Company, LLC, and determined that Dykes Everett & Company, LLC proposes 20% Minority and Women Business Enterprise (MWBE)

participation on this project and certifies that Dykes Everett & Company, LLC is in good standing as it relates to its small business participation.

On December 20, 2022, the Professional Services Committee recommended approval of an Addendum to the Land Development, Land Planning and Land Management Consulting Services Agreement with Dykes Everett & Company, LLC for Uplands Land Management Services for BP No. 489, East Airfield Wildlife Attractant Removal and Associated Work at the Orlando International Airport, as outlined in the memorandum.

ALTERNATIVES

None.

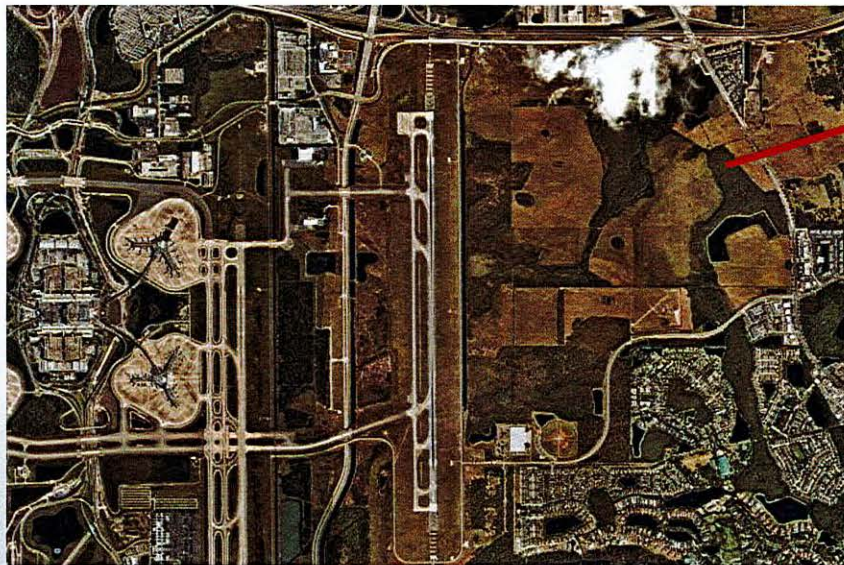
FISCAL IMPACT

The fiscal impact is \$495,750. Funding is from Passenger Facility Charges to the extent eligible and previously-approved Capital Expenditure Funds.

RECOMMENDED ACTION

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Professional Services Committee and approve an Addendum to the Land Development, Land Planning and Land Management Consulting Services Agreement with Dykes Everett & Company, LLC for Uplands Land Management Services for BP No. 489, East Airfield Wildlife Attractant Removal and Associated Work at the Orlando International Airport, for the total amount of \$495,750, which includes the lump sum fee amount of \$460,750 and the not-to-exceed fee amount of \$35,000, with funding from Passenger Facility Charges to the extent eligible and previously-approved Capital Expenditure Funds; and, authorize an Aviation Authority Officer or the Chief Executive Officer to execute the necessary documents following satisfactory review by legal counsel.

Dykes Everett Site Map



PROPOSED WORK AREA A - EAST AIRFIELD



PREPARED BY DYKES EVERETT & CO. FOR GOAA

**ADDENDUM NO. 3
TO THE AGREEMENT DATED JANUARY 15, 2021
BETWEEN GREATER ORLANDO AVIATION AUTHORITY
AND DYKES EVERETT & COMPANY, LLC**

Project: Uplands Land Management Services for BP-489 East Airfield Wildlife Attractant Removal and Associated Work, Orlando International Airport

THIS ADDENDUM is effective this 22nd day of February, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** ("Authority"), and **DYKES EVERETT & COMPANY, LLC** ("Consultant").

WITNESSETH:

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

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

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

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

1. Consultant shall perform additional services in accordance with the terms of the Agreement and the attached Exhibit "A." Consultant shall be paid for such additional services according to the payment terms set forth in the Agreement.
2. Consultant shall be compensated for such additional services in the **LUMP SUM AND NOT TO EXCEED** amount of **FOUR HUNDRED NINETY-FIVE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$495,750.00)**, broken down as follows:

Professional Fees:	NTE:	\$0.00
Professional Fees:	LS:	\$460,750.00
Reimbursable Expenses:	NTE:	<u>\$35,000.00</u>
Total:		\$495,750.00

3. A. Consultant hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Florida Statutes § 287.135, as amended;

AND

B. (applicable to agreements that may be \$1,000,000 or more) - Consultant hereby certifies that it is: (1) not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Florida Statutes § 287.135; and (2) not engaged in business operations in Cuba or Syria, as defined in Florida Statutes § 287.135, as amended.

4. Authority may terminate the Agreement for cause and without the opportunity to cure if the Consultant is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.


In the event the Agreement is for One Million Dollars (\$1,000,000.00) or more, Authority may terminate this Agreement for cause and without the opportunity to cure if the Consultant is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

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

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Addendum this 22 day of February, 2023.

GREATER ORLANDO AVIATION AUTHORITY

By:


Kevin J. Thibault, P.E. *Tom Draper*
Chief Executive Officer *Designee*

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

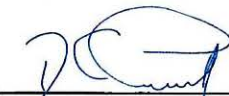
this 21 day of Feb, 2023

By:


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

DYKES EVERETT & COMPANY, LLC

By:


Signature (Duly Authorized Rep.)
Dykes Everett
Printed Name
President/Manager
Title

PERFORMANCE/PAYMENT BOND COVER SHEET

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

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

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

PERFORMANCE BOND NO.:	NFL 3560
PAYMENT BOND NO.:	NFL 3560
CONTRACTOR INFORMATION:	Name: Dykes Everett & Company, LLC
	Address: 882 West Central Blvd.
	Orlando, FL 32805
	Phone: (407) 770-2570
SURETY PRINCIPAL BUSINESS INFORMATION:	Name: Merchants National Bonding, Inc.
	Address: P.O. Box 14498
	Des Moines, IA 50306
	Phone: (515)243-8171
OWNER INFORMATION:	Name: Greater Orlando Aviation Authority
	Address: One Jeff Fuqua Blvd.
	Orlando, FL 32827
	Phone: (407) 825-2001
BOND AMOUNT:	\$495,750.00
DESCRIPTION OF WORK:	Uplands Land Management Services for BP-489 East Airfield Wildlife Attractant Removal and Associated Work
PROJECT LOCATION:	Orlando International Airport, Orlando, FL
AGENT INFORMATION:	Name: Johnson & Company
	Address: 801 N. Orange Avenue, Suite 510
	Orlando, FL 32801
	Phone: (407) 843-1120

PAYMENT BOND FORM

BOND NO.: NFL 3560**GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA**

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

KNOW ALL PERSONS BY THESE PRESENTS that **DYKES EVERETT & COMPANY, LLC**, hereinafter called Principal, and Merchants National Bonding, Inc., a corporation organized under the laws of the State of Iowa, having its home office in the City of Des Moines and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the Penal Sum of **FOUR HUNDRED NINETY-FIVE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$495,750.00)** for the payment of which sum well and truly to be made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated February 16, 2023, entered into a contract with Owner for "Uplands Land Management Services for BP-489 East Airfield Wildlife Attractant Removal and Associated Work, Orlando International Airport," in accordance with the Contract Documents which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

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

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


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

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

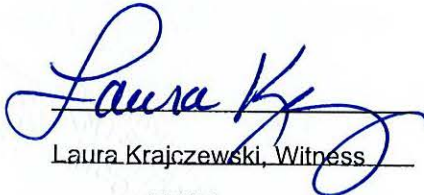
4. Any changes in or under the Contract Documents (which include the, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such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

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on this 16th day of February, 2023, to be effective as of the date of the Contract, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:


Lori L Williams

(SEAL)



Laura Krajczewski, Witness

(SEAL)


(Countersignature by a Florida Licensed Agent)

Tyler Ragland, Florida Licensed Resident Agent
Name and Title
Johnson & Company
Agency
801 N. Orange Avenue, Suite 510, Orlando, FL 32801
Address

DYKES EVERETT & COMPANY, LLC
Principal

By: 
DYKES EVERETT
PRES. AND MANAGER
Name and Title

Merchants National Bonding, Inc.
Surety

By: 

Tyler Ragland, Attorney-In-Fact
Name and Title
Johnson & Company
Agency
801 N. Orange Avenue, Suite 510, Orlando FL 32801
Address 407-843-1120

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

PERFORMANCE BOND

BOND NO.: NFL 3560GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA

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

KNOW ALL PERSONS BY THESE PRESENTS that **DYKES EVERETT & COMPANY, LLC**, hereinafter called Principal, and Merchants National Bonding, Inc., a corporation organized under the laws of the State of Iowa and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Owner, in the Penal Sum of **FOUR HUNDRED NINETY-FIVE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$495,750.00)**, for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated February 13, 2023, entered into a Contract with Owner for "Uplands Land Management Services for BP-489 East Airfield Wildlife Attractant Removal and Associated Work, Orlando International Airport," in accordance with the Contract Documents which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

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

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

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

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

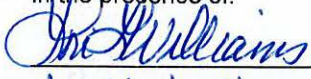
3. In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and other legal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

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

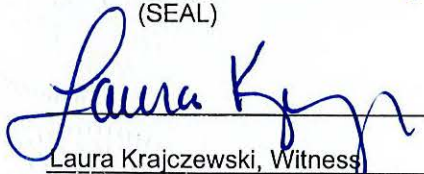
6. The institution of suit upon this Bond shall be in accordance with Section 95.11(2)(b), Florida Statutes.
7. Any changes in or under the Contract Documents (which include the Plans, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the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

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on this 16th day of February, 2023, to be effective as of the date of the Contract, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:


Lori L. Williams

(SEAL)


Laura Krajczewski, Witness

(SEAL)



(Countersignature by a Florida Licensed Agent)

Tyler Ragland, Florida Licensed Resident Agent
Name and Title
Johnson & Company
Agency
801 N. Orange Avenue, Suite 510, Orlando, FL 32801
Address

DYKES EVERETT & COMPANY, LLC
Principal

By: 
DYKES EVERETT PRES. & MANAGER
Name and Title

Merchants National Bonding, Inc.
Surety

By: 
Tyler Ragland, Attorney-In-Fact
Name and Title
Johnson & Company
Agency
801 N. Orange Avenue, Suite 510, Orlando FL 32801
Address (407)843-1120

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brett A Ragland; Kanani Cordero; Laura Krajczewski; Tyler Ragland

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

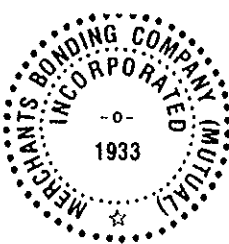
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



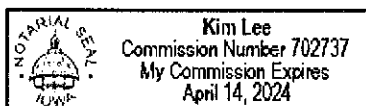
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

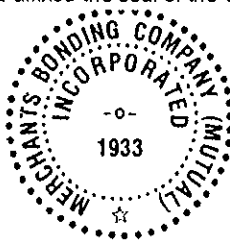


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of February, 2023.



William Warner Jr.
Secretary



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

Memorandum

To: Members of the Professional Services Committee

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

Date: December 20, 2022

Re: Request for Recommendation of Approval to the Aviation Authority Board of an Addendum to the Land Development, Land Planning, and Land Management Consulting Services Agreement with Dykes Everett & Company, LLC for Uplands Land Management Services for BP-00489 East Airfield Wildlife Attractant Removal and Associated Work at the Orlando International Airport

Consultant's proposal, dated December 2022, is to provide Upland Land Management Services for the Greater Orlando Aviation Authority's (GOAA) Property at the Orlando International Airport. The proposal includes a Performance Bond.

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

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

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

Funding is from previously approved Capital Expenditure fund and Passenger Facility Charges (PFC) 18.07, to the extent eligible. Funding source verified by Melvin Martinez of Construction Finance on 12/15/22 as correct and available.

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

Not to Exceed Fees	\$0.00
Lump Sum Fees	\$460,750.00
Not to Exceed Expenses	\$35,000.00
TOTAL	\$495,750.00
AAC – Compliance Review Date	<u>JSS</u> 12/15/22
AAC – Funding Eligibility Review Date	<u>JSS</u> 12/15/22

- The Consultant's services shall include preparation and analysis of financial information necessary to support the budget documents and the rates & charges calculation, including but not limited to:
 - Tenant finish charges, Federal Inspection Station and Common Use fee analysis.
 - Preparation of financial analysis of potential tenants/concessionaires.
 - Preparation of various financial surveys.
 - Assistance with preparation of monthly, quarterly and annual financial statements
- Provide support on the Authority's pension plans.
- Perform additional services needed beyond the scope of services as described above to be performed based on the hourly rates provided in enclosed renewal letter.

This contract did not include a Minority and Women Business Enterprise (MWBE), Local Developing Business (LDB), or Veteran Business Enterprise (VBE) participation requirement.

Funding is from previously-approved Operation and Maintenance Funds, (301.111.170.5310009.000.000000). Funding source verified by Andrea Harper of the Finance department on 12/16/22 / as correct and available.

It is respectfully requested that the Professional Services Committee recommend to the Chief Executive Officer approval of Amendment No. 3, Third and Final Renewal Option, for Purchasing Agreement PS-B-575, Accounting, Grant Management, and Internal Control Compliance Services with Carr, Riggs & Ingram, LLC, for the services contained herein and the amount as shown below:

Not to Exceed Fees	\$25,000.00
Lump Sum Fees	\$0.00
Not to Exceed Expenses	\$0.00
TOTAL	\$25,000.00
AAC – Compliance Review Date	<u>JSS</u> 12/2/22
AAC – Funding Eligibility Review Date	<u>JSS</u> 12/13/22

Req # 93014



GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
5850-B Cargo Road
Orlando, Florida 32827-4399

MEMORANDUM

To: Members of the Professional Services Committee

From: George I. Morning, Director of Small Business Development Department

Date: December 20, 2022

Re: Request for Recommendation of Approval to the Aviation Authority Board of an Addendum to the Land Development, Land Planning, and Land Management Consulting Services Agreement with Dykes Everett & Company, LLC for Uplands Land Management Services for BP-00489 East Airfield Wildlife Attractant Removal and Associated Work at the Orlando International Airport

The Small Business Development Department (SBDD) has reviewed the proposal from Dykes Everett & Company, LLC, and determined that Dykes Everett & Company, LLC is committed to meet 20% MWBE participation goal on this project.

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

LAND MANAGEMENT SERVICES

PROJECT PROPOSAL
DECEMBER, 2022

PREPARED FOR GOAA BY



Dykes Everett & Company currently serves as GOAA's continuing services contractor for Land Management, Land Planning, and Land Development services, and our team represents over 3 decades of combined experience working for GOAA, primarily dedicated in service to the Airport's land needs. We understand and respect how essential quality land management and land stewardship is to an operating airport and its core functions.

This proposed scope includes the clearing and maintenance of upland buffer areas to reduce and control the presence of wildlife attractants and invasive/nuisance species and to support critical drainage facilities.

This work will be located and prioritized within area A based on field review of conditions and consultation with GOAA staff. Additionally, DEC anticipates and is prepared to meet 20% M/WBE participation for this project. The pricing of this work will be on a lump sum basis with a lump sum total of \$460,750.00, an additional \$35,000 Not To Exceed amount for bond fees, and will be comprised of the following components:

PROPOSED WORK AREA A - EAST AIRFIELD

\$460,750

PROJECT SCOPE

LUMP SUM

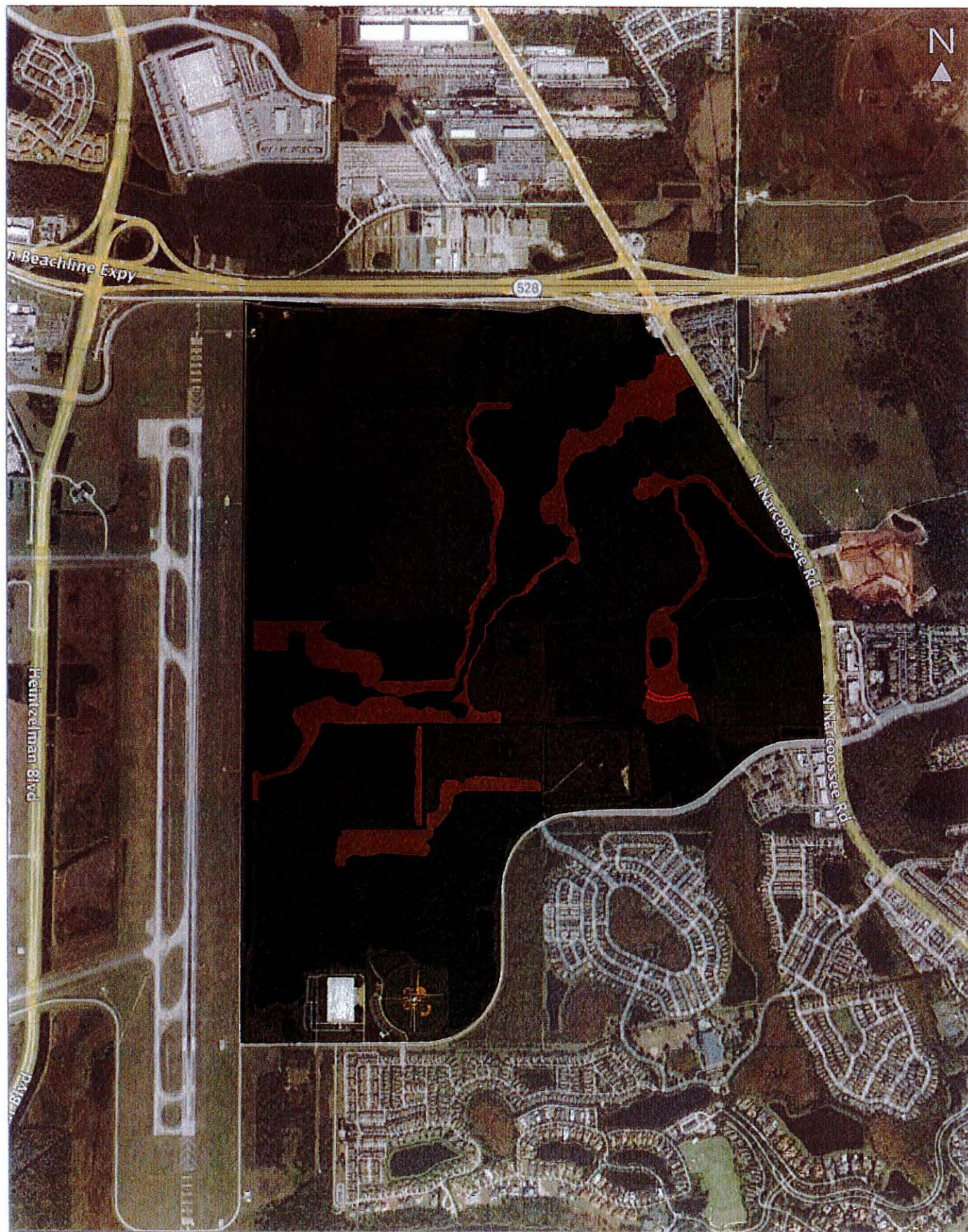
Maintenance and repair of upland buffer areas to reduce and control the presence of wildlife attractants, support adjacent drainage systems, and to address overgrowth of invasive and nuisance species - includes repair and stabilization of crossing areas and culverts. Mechanical control includes, but is not limited to, cutter head, mulching, precision chopping, tilling, and reseeding. Stabilization work includes road, drainage swale, and buffer repair, as well as culvert repair and rock placement

CONTRACTOR BOND FEES

\$35,000

NOT TO EXCEED

PROPOSED WORK AREA A - EAST AIRFIELD



PROPOSED WORK AREA A - EAST AIRFIELD

Heavy Equipment Cutter Head and Precision Mulching

95 acres at \$3,750/ac \$356,250

Reseeding of Upland Buffers

95 acres at \$425/ac \$40,375

Road Crossing Stabilization and Repair

1,160 linear feet at \$47.50/ln. ft. \$55,100

Mobilization and De-Mobilization \$9,025**Total** \$460,750

TRUTH IN NEGOTIATION CERTIFICATION

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

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

Consultant Dykes Everett & Company

By:  _____

Print Name: Dykes Everett

Date: 14 December 2022

On **TUESDAY, DECEMBER 20, 2022**, the **PROFESSIONAL SERVICES COMMITTEE** met at the Orlando International Airport in Carl T. Langford Board Room, One Jeff Fuqua Blvd., Orlando, FL 32827. Chairman Shedek called the meeting to order at 9:55 a.m. Chairman Shedek read the Lobbyist Disclosure and the Appeals Statement. The meeting was posted in accordance with Florida Statutes and a quorum was present. All Professional Services Committee members confirmed no violations regarding the Aviation Authority's Code of Ethics and Business Conduct; lobbying activities policy; or the Florida Sunshine law regarding any agenda item.

Committee Members present:

Scott Shedek, Chairman
Gary Hunt, Director of Maintenance
Marie Dennis, Director of Finance
Marquez Griffin, Director of Operations

Also participating:

Kathleen Sharman, Chief Financial Officer
Karen Ryan, Legal Counsel (Nelson Mullins Broad & Cassel)
Debbie McKeown, GOAA Project Controls
Alex Sorondo, HNTB Corporation
Heather Lee, Anser Advisory Consulting
Fransheska Brown, Recording Secretary

MINUTES

1. The following minutes were presented for consideration:

CONSIDERATION OF MEETING MINUTES OF NOVEMBER 22, 2022 (VARIOUS ITEMS)

A. Upon motion of Mr. Hunt, second by Ms. Dennis, vote carried to approve the PSC Minutes from the meeting held on November 22, 2022 as presented.

CONSIDERATION OF MEETING MINUTES OF DECEMBER 6, 2022 (VARIOUS ITEMS)

B. Upon motion of Mr. Hunt, second by Ms. Dennis, vote carried to approve the PSC Minutes from the meeting held on December 6, 2022 as presented.

REQUEST FOR RECOMMENDATION OF APPROVAL TO THE AVIAATION AUTHORITY BOARD OF AN ADDENDUM TO THE LAND DEVELOPMENT AND LAND MANAGEMENT CONSULTING SERVICES AGREEMENT WITH DYKES EVERETT & COMPANY, LLC FOR UPLANDS LAND MANAGEMENT SERVICES FOR BP-00489, EAST AIRFIELD WILDLIFE ATTRACTANT REMOVAL AND ASSOCIATED WORK, AT THE ORLANDO INTERNATIONAL AIRPORT.

2. *[A handout was presented, which includes a revised Memorandum.]* Mr. Sorondo presented the memorandum. Discussion ensued.

Upon motion of Mr. Hunt, second by Ms. Dennis, vote carried to recommend to the Aviation Authority Board approval of an Addendum to the Land Development, Land Planning, and Land Management Consulting Services Agreement with Dykes Everett & Company, LLC for Uplands Land Management Services for BP-00489, East Airfield Wildlife Attractant Removal and Associated Work, for the total amount of \$495,750.00, which includes the lump sum fee amount of \$460,750.00, and the not-to-exceed expense amount of \$35,000.00, with funding from previously approved Capital Expenditure Funds and Passenger Facility Charges to the extent eligible. ✓

REQUEST FOR RECOMMENDATION OF APPROVAL TO THE CHIEF EXECUTIVE OFFICER OF AMENDMENT NO. 3, THIRD AND FINAL RENEWAL OPTION, FOR PURCHASING AGREEMENT PS-B-575, ACCOUNTING, GRANT MANAGEMENT, AND INTERNAL CONTROL COMPLIANCE SERVICES WITH CARR, RIGGS & INGRAM, LLC.

3. *[A handout was presented, which includes a revised Memorandum.]* Ms. Dennis presented the memorandum. Discussion ensued.

Upon motion of Mr. Griffin, second by Mr. Hunt, vote carried to recommend to the Chief Executive Officer approval of Amendment No. 3, Third and Final Renewal Option, for Purchasing Agreement PS-B-55, Accounting, Grant



GREATER ORLANDO AVIATION AUTHORITY

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

MEMORANDUM

TO: Members of the Aviation Authority

FROM: Scott Shedek, Chairman, Professional Services Committee

DATE: January 18, 2023

ITEM DESCRIPTION

Recommendation of the Professional Services Committee to Approve an Addendum to the Land Development, Land Planning and Land Management Consulting Services Agreement with Dykes Everett & Company, LLC for Uplands Land Management Services for Bid Package (BP) No. 489, East Airfield Wildlife Attractant Removal and Associated Work at the Orlando International Airport

BACKGROUND

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

ISSUES

A fee has been negotiated with Dykes Everett & Company, LLC for the total amount of \$495,750 for Uplands Land Management Services for BP No. 489, East Airfield Wildlife Attractant Removal and Associated Work at the Orlando International Airport. Services will include clearing and maintenance of upland buffer areas to reduce and control the presence of wildlife attractants and invasive/nuisance species and to support critical drainage facilities.

The Aviation Authority has reviewed the proposal from Dykes Everett & Company, LLC, and determined that Dykes Everett & Company, LLC proposes 20% Minority and Women Business Enterprise (MWBE)

participation on this project and certifies that Dykes Everett & Company, LLC is in good standing as it relates to its small business participation.

On December 20, 2022, the Professional Services Committee recommended approval of an Addendum to the Land Development, Land Planning and Land Management Consulting Services Agreement with Dykes Everett & Company, LLC for Uplands Land Management Services for BP No. 489, East Airfield Wildlife Attractant Removal and Associated Work at the Orlando International Airport, as outlined in the memorandum.

ALTERNATIVES

None.

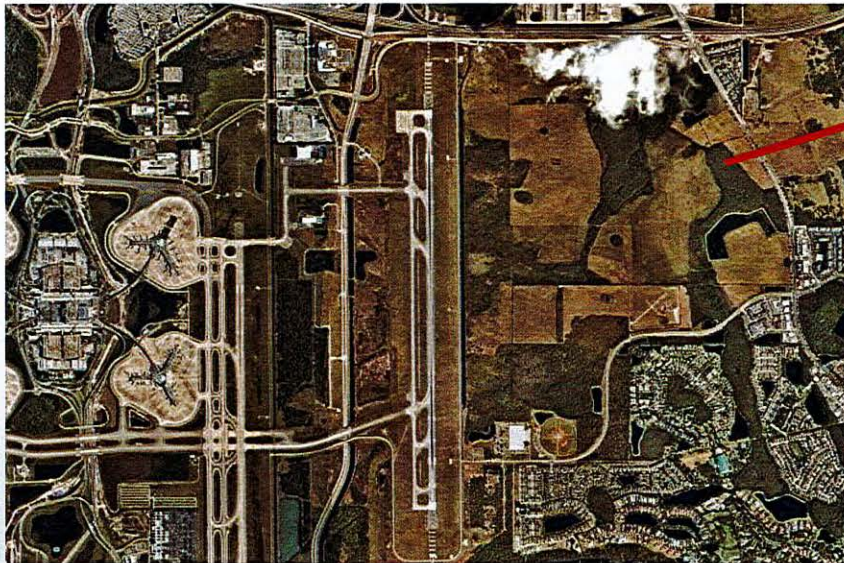
FISCAL IMPACT

The fiscal impact is \$495,750. Funding is from Passenger Facility Charges to the extent eligible and previously-approved Capital Expenditure Funds.

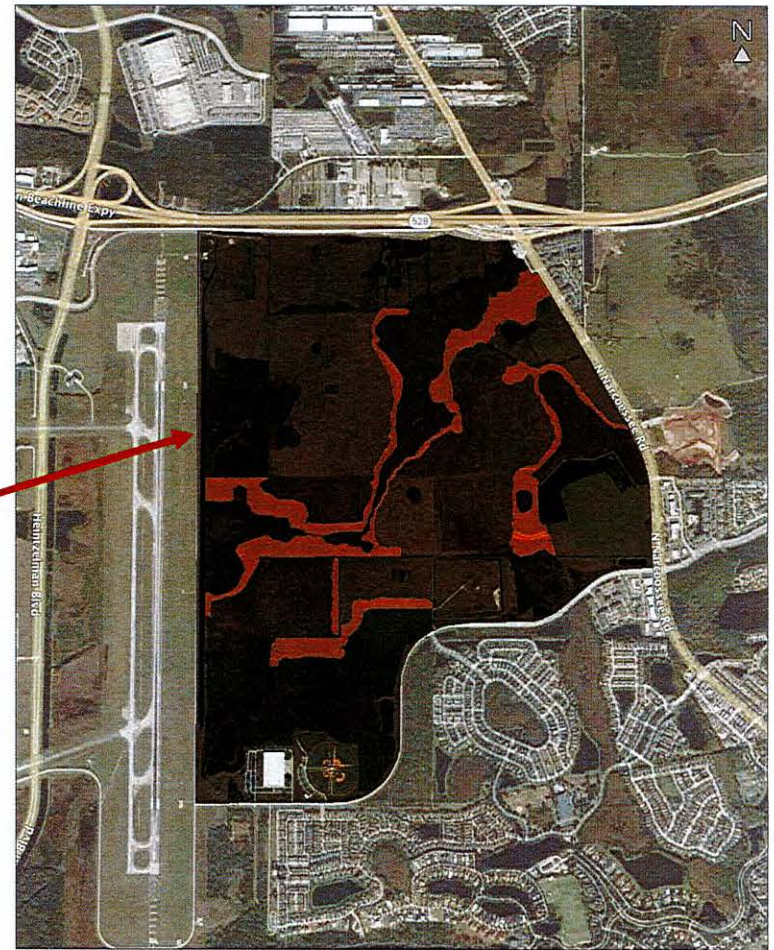
RECOMMENDED ACTION

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Professional Services Committee and approve an Addendum to the Land Development, Land Planning and Land Management Consulting Services Agreement with Dykes Everett & Company, LLC for Uplands Land Management Services for BP No. 489, East Airfield Wildlife Attractant Removal and Associated Work at the Orlando International Airport, for the total amount of \$495,750, which includes the lump sum fee amount of \$460,750 and the not-to-exceed fee amount of \$35,000, with funding from Passenger Facility Charges to the extent eligible and previously-approved Capital Expenditure Funds; and, authorize an Aviation Authority Officer or the Chief Executive Officer to execute the necessary documents following satisfactory review by legal counsel.

Dykes Everett Site Map



PROPOSED WORK AREA A - EAST AIRFIELD



PREPARED BY DYKES EVERETT & CO. FOR GOAA

Erin Keller

From: Anna Farmer
Sent: Monday, February 20, 2023 8:07 AM
To: Directors and Aides
Cc: Elise Smith; James Knusalla
Subject: Designee for Chief Executive Officer

Please be advised that Mr. Kevin Thibault, Chief Executive Officer, will be out of the office Monday, February 20 through Wednesday, February 22. During his absence Mr. Tom Draper, Chief of Operations, will be his designee. Mr. Draper can be reached at tdraper@goaa.org or 407-825-3021.

Please continue to use the signature process in place. Thank you.

Anna Farmer
Manager, Board Services
Exe. Asst. to the CEO
One Jeff Fuqua Boulevard
Orlando, FL 32827
Phone: 407-825-2032
Email: anna.farmer@goaa.org
Website: www.orlandoairports.net