

AGREEMENT FOR PROFESSIONAL SERVICES



**Agreement for
Continuing Program and Project
Management Services for Airfield,
Roadway, and Horizontal Construction
Projects
Orlando International and Executive
Airports**

by and between

**The Greater Orlando Aviation Authority
and
Loyal Wingman, LLC**



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**AGREEMENT
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT is effective this day of February 28, 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 **Loyal Wingman, LLC**, ("Consultant"), a Florida corporation licensed to do business in Florida, with a business address at **2118 Hoffner Ave., Belle Isle FL 32809**.

WITNESSETH:

WHEREAS, the Owner desires to employ the Consultant to provide professional services for Continuing Program and Project Management Services for Airfield, Roadway, and Horizontal Construction Projects, as described herein, at the Orlando International and 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, in order to supplement its forces with additional expertise and to meet its Article 18 requirements of small business participation, may employ other entities and individuals to serve as subconsultants. All subconsultants proposed for the services shall be selected by the Consultant from a prequalified pool of subconsultants previously approved the Owner's Professional Services Committee. The pool of approved subconsultants shall be developed cooperatively by Owner and Consultant, following advertisement and an outreach program, in order to identify qualified small businesses that are available to provide the necessary services. Approval of any proposed subconsultant shall be in Owner's sole discretion. All proposals that include subconsultant personnel that were not expressly included in the subconsultant's Statement of Qualifications must include resumes and a detailed scope of work to be performed by the proposed personnel. No payment will be made for work performed by subconsultant personnel that are not specifically identified in an approved proposal.

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 15.5.12. 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. If any design work or submittal prepared by the Consultant contains an error, omission, deficiency or mistake, Owner reserves the right to backcharge reasonable costs incurred in identifying, documenting, and remedying any such error, omission, deficiency or mistake.

Such backcharge amounts may be deducted from any payment(s) due the Consultant. If the payments due the Consultant are not sufficient to cover such amount(s), the Consultant shall be responsible for paying the difference to Owner. See EDC-09A for backcharge review process.

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 improper act, error or omission 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

The term of this Agreement shall be for a period of five (5) years from the effective date shown on Page 1. The Consultant shall perform all services authorized during any renewal period in accordance with the terms and conditions set forth herein with the exception of projects funded under the FAA Airport Improvement Program (AIP) which shall be limited to those projects which are expected to be initiated within five (5) years of the date of the fully executed 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

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)).
1. 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).
2. 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

10.1 Attorney's Fees and Costs

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 Claims

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 Civil Rights Act of 1964, Title VI

The Consultant for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

17.1.1 Compliance with Regulations. The Consultant shall comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities and the Acts (identified herein), as they may be amended from time to time, which are herein incorporated in full by reference and made a part of this Agreement.

17.1.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities or the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.. 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.

17.1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

17.1.4 Information and Reports. The Consultant shall provide all information and reports required by the *Nondiscrimination Acts and Authorities*, Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities, Acts, Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

17.1.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the Agreement until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the Agreement, in whole or in part.

17.1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 17.1.1 through 17.1.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the *Nondiscrimination Acts and Authorities*, Acts, the Regulations or directives issued pursuant thereto. The

Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

17.1.7 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter in this section referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- b. 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);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (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, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act of 1990, which 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 (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- i. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination 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;
- k. 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. at 74087 to 74100);
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

17.2 General Civil Rights Provision

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultants and subtier contractors from the solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

17.3 (a) Certification Regarding Debarment and Suspension (Non-Procurement) - Title 2 CFR Part 180 & Title 2 CFR Part 1200. This Agreement is a "covered transaction" as defined by Title 2 CFR Part 180. The Consultant certifies, by acceptance of this Agreement, that at the time it submitted its proposal, neither it nor its principals were presently debarred or suspended by any Federal department or agency from participation in this transaction. The Consultant further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction".

(b) Certification Regarding Debarment and Suspension (Non-Procurement) - Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C. The Consultant 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 Consultant shall accomplish this by (i). Checking the System for Award Management at website: <http://www.sam.gov>, (ii). Collecting a certification statement similar to paragraph (a) and (iii) Inserting a clause or condition in the covered transaction with the lower tier contract

(c) If the FAA later determines that an individual failed to tell a higher tier that they were excluded or disqualified at the time they entered the covered transaction with that person, the FAA may pursue any available remedy, including suspension and debarment.

17.4 Rights to Inventions

All rights to inventions and materials generated under this Agreement are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this Agreement is executed.

17.5 Lobbying and Influencing Federal Employees

The Consultant certifies by signing and submitting its proposal resulting in this Agreement, 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 Consultant, 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 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 Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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.

17.6 Trade Restriction Certification

By submission of an offer, the Offeror certifies that with respect to the 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.

17.6.1 RESTRICTIONS ON FEDERAL PUBLIC WORKS PROJECTS - CERTIFICATION (49 C.F.R. § 30.13).

(a) Definitions. The definitions pertaining to this provision are those that are set forth in 49 CFR 30.7–30.9.

(b) Certification. By signing this solicitation or by the submission of a Proposal, the Proposer certifies that with respect to this solicitation, and any resultant contract, the Proposer—

(1) Is not a contractor of a foreign country included on the list of countries that discriminated against U.S. firms published by the Office of the United States Trade Representative (U.S.T.R.);

(2) Has not entered into any contract or subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.; and

(3) Has not entered into any subcontract for any product to be used on the Federal public works 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.

(c) Applicability of 18 U.S.C. 1001. This certification in this solicitation provision concerns a matter within the jurisdiction of an agency of the United States 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.

(d) Notice. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(e) Restrictions on contract award. No contract will be awarded to an offeror

(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; unless a waiver to these restrictions is granted by the President of the United States or the Secretary of Transportation. (Notice of the granting of a waiver will be published in the Federal Register.)
- (f) System. 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 paragraph (b) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (g) Subcontracts. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this solicitation provision, including this paragraph (g), in each solicitation issued under such contract.

17.6.2 RESTRICTIONS ON FEDERAL PUBLIC WORKS PROJECTS (49 C.F.R. § 30.15).

- (a) Definitions. The definitions pertaining to this clause are those that are set forth in 49 CFR 30.7–30.9.
- (b) General. This clause implements the procurement provisions contained in the Continuing Resolution on the Fiscal Year 1988 Budget, Public Law No. 100–202, and the Airport and Airway Safety and Capacity Expansion Act of 1987, Public Law No. 100–223.
- (c) Restrictions. The Contractor shall not knowingly enter into any subcontract under this contract:
 - (1) with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (U.S.T.R.); or
 - (2) for the supply of any product for use on the Federal Public works project under this contract that is produced or manufactured in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.
- (d) Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminates against U.S. firms published by the U.S.T.R. and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R., unless the contractor has knowledge that the certification is erroneous.
- (e) Erroneous certification. The certification in paragraph (b) of the provision entitled “Restriction on Federal Public Works Projects—Certification,” is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may cancel this contract for default at no cost to the Government.
- (f) Cancellation. Unless the restrictions of this clause are waived as provided in paragraph (e) of the provision entitled “Restriction on Federal Public Works Projects—Certification,” if the Contractor knowingly enters into a subcontract with a subcontractor that is a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or that supplies any product for use on the Federal public works project under this contract of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R., the Contracting Officer may cancel this contract for default, at no cost to the Government.
- (g) Subcontracts. The Contractor shall incorporate this clause, without modification, including this paragraph (g) in all solicitations and subcontracts under this contract:

Certification Regarding Restrictions on Federal Public Works Projects—Subcontractors

- (1) The Offeror/Contractor, by submission of an offer and/or execution of a contract certifies that the Offeror/Contractor is
 - (i) not an Offeror/Contractor 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 United States Trade Representative (U.S.T.R.) or
 - (ii) not supplying any product for use on the Federal public works project that is produced or manufactured in a foreign country included on the list of foreign 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 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.

(2) The Offeror shall provide immediate written notice to the Contractor if, at any time, the Offeror learns that its certification was erroneous by reason of changed circumstances.

(3) The Contractor shall not knowingly enter into any subcontract under this contract:

(i) with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.; or

(ii) for the supply of any product for use on the Federal public works project under this contract that is produced or manufactured in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. The contractor may rely upon the certification in paragraph (g)(1) of this clause unless it has knowledge that the certification is erroneous.

(4) Unless the restrictions of this clause have been waived under the contract for the Federal public works project, if a contractor knowingly enters into a subcontract with a subcontractor that is a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or that supplies any product for use on the Federal public works project under this contract that is produced or manufactured in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R., the Government Contracting Officer may direct, through higher-tier contractors, cancellation of this contract at no cost to the Government.

(5) Definitions. The definitions pertaining to this clause are those that are set forth in 49 CFR 30.7–30.9.

(6) The certification in paragraph (g)(1) of this clause is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Government Contracting Officer may direct, through higher-tier Contractors, cancellation of this subcontract at no cost to the Government.

(7) The Contractor agrees to insert this clause, without modification, including this paragraph, in all solicitations and subcontracts under this clause.

17.7 Clean Air and Water Pollution Control

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Consultant 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. Consultant also agrees that it shall at all times comply with all applicable state air and water quality standards; with all pollution control laws; and with such rules, regulations, and directives as may be lawfully issued by a local, state, or federal agency having within its jurisdiction the protection of the environment in the area surrounding where work under this Agreement will be performed. Consultant must include this requirement in all subcontracts that exceed \$150,000.

17.8 Contract Workhours and Safety Standards Act Requirements

This provision applies if the Agreement exceeds \$100,000, and the Consultant employs laborers, mechanics, watchmen, or guards. This includes members of survey crews and exploratory drilling operations.

1. Overtime Requirements: No Consultant, Subconsultant, contractor or subcontractor contracting for any part of the Services or contract work under this Agreement 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 Consultant, Subconsultant, contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant, Subconsultant, contractor or 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 \$10 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 Consultant, Subconsultant, 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 consultant, 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 Consultant, Subconsultant, contractor, or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the Consultant, Subconsultant, contractor, or subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any Subconsultant, subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

17.9 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 FAA 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 sub-grant. In support of this initiative, the Owner encourages the Consultant 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. Consultant must include the substance of this clause in all sub-tier contracts which exceed \$3,500, and involve driving a motor vehicle in performance of work activities associated with the project.

17.10 Energy Conservation Requirements

Consultant and all Subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*). Consultant must include the substance of this clause in all sub-tier contracts.

17.11 Equal Opportunity Clause

During the performance of this Agreement, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant 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 Consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant 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.

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

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction 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.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 Subconsultant, subcontractor, or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in the event a Consultant becomes involved in, or is threatened with, litigation with a Subconsultant, subcontractor, or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

17.12 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 Agreement 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 Consultant, or any Subconsultant or 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 Agreement resulted.

3. If the Consultant is participating (pursuant to 41 CFR 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. Consultants shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Consultant, Subconsultant, 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 consultants, subconsultants, contractors, or subcontractors toward a goal in an approved Plan does not excuse any covered consultant's, subconsultant's, contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Consultant 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 Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Consultant 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 area 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 Consultant 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 Consultant has a collective bargaining agreement to refer either minorities or women shall excuse the Consultant's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

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

7. The Consultant shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Consultant compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Consultant 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 Consultant's employees are assigned to work. The Consultant, where possible, will assign two or more women to each construction project. The Consultant shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Consultant'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 Consultant 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 Consultant by the union or, if referred, not employed by the Consultant, this shall be documented in the file with the reason therefore along with whatever additional actions the Consultant may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Consultant has a collective bargaining agreement has not referred to the Consultant a minority person or female sent by the Consultant, or when the Consultant has other information that the union referral process has impeded the Consultant'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 Consultant's employment needs, especially those programs funded or approved by the Department of Labor. The Consultant shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Consultant's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Consultant 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 Consultant'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 Consultant's EEO policy with other contractors and subcontractors with whom the Consultant 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 Consultant'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 Consultant 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 Consultant's workforce.

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 Consultant's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated 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 Consultant's EEO policies and affirmative action obligations.

8. Consultants 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 groups of which the Consultant 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 Consultant's minority and female workforce participation, makes a good faith effort to meet its individual goals and Consultant timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Consultant. The obligation to comply, however, is the Consultant's and failure of such a group to fulfill an obligation shall not be a defense for the Consultant's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Consultant, 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, if the particular group is employed in a substantially disparate manner (for example, even though the Consultant has achieved its goals for women generally,) the Consultant may be in violation of the Executive Order if a specific minority group of women is underutilized.

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

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

12. The Consultant 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 Consultant, 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 Consultant 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 60-4.8.

14. The Consultant 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 number, 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, Consultant 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).

17.13 Federal Fair Labor Standards Act

All contracts and subcontracts that result from this Solicitation incorporate by reference the provisions of 29 CFR part 201, 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 Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

17.14 Prohibition of Segregated Facilities

(a) The Consultant 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 Consultant agrees that a breach of this clause is a violation of the Equal Opportunity clause in this Agreement (Sections 17.11 and 17.12).

(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, 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 Consultant shall include this clause in every subcontract and purchase order that exceeds \$10,000.

17.15 Occupational Safety and Health Act of 1970

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. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their Subconsultant's and subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant 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.

17.16 Procurement of Recovered Materials

Consultant and Subconsultants 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 Agreement and to the extent practicable, the Consultant and Subconsultants 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: a) The Agreement requires procurement of \$10,000 or more of a designated item during the fiscal year; or, b) The Consultant has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year. A list of EPA-designated items is available at www.epa.gov/epawaste/conserva/tools/cpg/products/. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Consultant 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.

17.17 Seismic Safety

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 which 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.

17.18 Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all Subconsultants 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 U.S.C. 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.

17.19 Disadvantaged Business Enterprises

17.19.1 Contract Assurance (§ 26.13)

The Consultant or 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 the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding of payment, in an amount reasonably related to the non-compliance issue and for so long as non-compliance continues, as determined by the Aviation Authority in its sole discretion,
- 2) Assessing sanctions, in an amount reasonably related to a good faith dispute over compliance with DBE, requirements, for example
 - a) The improper substitution or termination of a subconsultant, without pre-approval by the Aviation Authority, may result in 10% deduction in payment due for the work that was improperly terminated or substituted as determined in the Aviation Authority's sole discretion.
 - b) If the Consultant's DBE attainment falls short of the contract commitment, funds equal to the amount necessary to meet the original DBE goal may be withheld, unless the reason for the shortfall was beyond the Consultant's control.
 - c) The Aviation Authority may withhold approval of the sublet work or stop performance of the work if the Consultant has reduced, terminated, or otherwise modified the type or amount of work to be performed by a DBE without seeking prior approval by the Aviation Authority.
- 3) Liquidated damages, equal to the difference between the amount committed to DBE firms at award of each Addendum and the amount actually paid to DBE firms for work performed or materials supplied under each Addendum, not including any amount for work deleted by the Aviation Authority, which shall be paid to the Aviation Authority within sixty (60) days of assessment, and/or
- 4) Disqualifying the Consultant on future projects in accordance with the Aviation Authority's Debarment of Contractors Policy.

17.19.2 Prompt Payment (§26.29)

The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the Consultant receives from Owner. The Consultant shall not withhold any retainage from Subconsultants performing Services under this Agreement. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Owner. This clause applies to both DBE and non-DBE Subconsultants. The requirements of 49 CFR Part 26 apply to this Agreement. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this Agreement. The Owner encourages participation

by all firms qualifying under this solicitation regardless of business size or ownership. The requirements of 49 CFR part 26 apply to this Agreement. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this Agreement. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

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 Article 17.19.

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 Owner's Additional 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

Kevin J. Thibault

By:

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

Approved as to Form and Legality (for the benefit
of GOAA only) on **Feb 27, 2024**

Karen Ryan

By:

box SIGN

1J8RLKS1-4ZRR6329

NELSON MULLINS BROAD AND CASSEL
Legal Counsel
Greater Orlando Aviation Authority

Loyal Wingman, LLC

A. Lauren Brown

By:

Signature (Duly Authorized Rep.)

Anna Lauren Brown

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

A. Lauren Brown
Loyal Wingman, LLC
2118 Hoffner Ave.
Belle Isle FL 32809

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

- ☐ Board Meeting Minutes
- ☐ Consultant's Hourly Rates
- ☐ EDC-27, GOAA Engineering Procedures
- ☐ EDC-35, OAR General Scope of Services for Construction
- ☐ A/E Backcharge Process, Engineering Document Control, EDC-09A

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

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 Continuing Program and Project Management Services for Airfield, Roadway, and Horizontal Construction Projects (OAR) at the Orlando International and Executive Airports

BACKGROUND

On November 5 and 8, 2023, a notice was publicly advertised requesting Statements of Qualifications (SOQ) for Continuing Program and Project Management Services for Airfield, Roadway, and Horizontal Construction Projects (OAR) at the Orlando International and Executive Airports.

The services include the performance of program and project management and related services on airfield, roadway, and horizontal projects, including performing as the Owner's Authorized Representative (OAR). The services may include, but are not limited to, all services necessary for the management of the design and construction of airfield, roadway, and horizontal construction projects, both individual projects and programs consisting of two or more individual projects, including:

- Management of design from planning and conceptual design phase through detailed design, bidding and award of construction contracts;
- Development of design criteria documents, assistance with procurement and management of design/build contracts;
- Studies and preparation of reports involving scope definition and validation of projects;
- Evaluation and documentation of existing conditions;
- Assistance with permitting coordination, as requested;
- Construction administration, including reporting, small business compliance, evaluation of invoices and payment applications, and contract compliance;
- Master document support, technical support and review of documents prepared by others;
- Management of the construction and commissioning of projects;
- Material testing, quantity surveying, construction inspection, construction safety compliance inspection, administrative support and departmental staff extension personnel, and other services required to verify compliance of construction with contract documents;

- Facilitation of coordination of adjacent projects;
- Departmental staff extension support services, as requested;
- Cost estimating, cost control, budgeting, scheduling, progress reporting, and planning services to support both design and construction activities;
- Assistance with negotiation of contracts and contract amendments for design services, and evaluation and negotiation of change orders for construction services;
- Coordination with Aviation Authority departments, its Consultants, the City of Orlando, the Federal Aviation Administration (FAA), the Florida Department of Transportation (FDOT), and any other agencies having jurisdiction over Aviation Authority facilities; and,
- All other related or similar services, which may be required or requested.

The projects may include, but are not limited to, airfield and other roadway and civil projects that are included in the Aviation Authority's Capital Improvement Program, and all other new and/or the extension/expansion, widening and/or upgrading of existing runways, taxiways, aprons, other airfield infrastructure, roadways, other transportation infrastructure, facilities, parking, drainage, grading, dredging, civil, utilities, sanitary, subsurface, landscaping, and/or any other sitework.

ISSUES

By December 12, 2023, six firms responded to the Aviation Authority's advertisement for the above-referenced services as follows, in alphabetical order:

- Corradino Group, Inc.
- Geotech Consultants International, Inc. (*DBE/MBE*)
- Hill International, Inc.
- Loyal Wingman, LLC
- PMA Consultants, LLC (*MWBE*)
- PSA Constructors, Inc. dba PSA Management, Inc. (*MWBE/DBE*)

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 four firms for further consideration as follows, in alphabetical order:

- Corradino Group, Inc.
- Geotech Consultants International, Inc.
- Loyal Wingman, LLC
- PSA Constructors, Inc. dba PSA Management, Inc.

On January 31, 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 Proposer's Team including Subconsultants (Maximum Score: 50)
- Qualifying Projects (Maximum Score: 35)
- MWBE/LDB/VBE/DBE Action Plan (Maximum Score: 5)

- Other Consultants' Competitive Negotiation Act (CCNA) Factors (Maximum Score: 5)
- Financial, Claims and Certifications (Maximum Score: 5)

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 and second-ranked Proposers.

The Procurement Committee's approach to scoring the proposers was to score the most qualified proposer in each category with the full points for that category and then develop the range based upon how close/far the next qualified proposer was in that category. A perfect or near-perfect score does not mean that the SOQ or the Proposer was perfect.

The scores per category and Proposer are as follows:

SCORE SHEET - W-00493, CONTINUING PROGRAM AND PROJECT MANAGEMENT SERVICES FOR AIRFIELD, ROADWAY, AND HORIZONTAL CONSTRUCTION PROJECTS (OAR) AT MCO AND ORL					
	Maximum Points	Corradino Group, Inc.	Geotech Consultants International, Inc.	Loyal Wingman, LLC	PSA Constructors, Inc. dba PSA Management, Inc.
Qualifications of Proposer's Team including Subconsultants	50	46	40	50	39
Qualifying Projects	35	35	30	35	28
MWBE/LDB/VBE/DBE Action Plan	5	5	5	5	5
Other CCNA Factors (willingness to meet time/budget, workload, volume of work previously awarded, if applicable)	5	5	4	5	4
Financial, Claims and Certifications	5	5	5	5	5
TOTAL	100	96	84	100	81
RANKING		2	3	1	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 and second-ranked firms:

- **First:** Loyal Wingman, LLC
- **Second:** Corradino Group, Inc.
- **Third:** Geotech Consultants International, Inc.
- **Fourth:** PSA Constructors, Inc. dba PSA Management, 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 Minority and Women Business Enterprise (MWBE), Local Developing Business (LDB), Veteran Business Enterprise (VBE), and Disadvantaged Business Enterprise (DBE) Participation Programs, 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 will establish MWBE/LDB/VBE/DBE participation goals for negotiated project or scope.

The Aviation Authority has reviewed the proposals submitted by the four shortlisted proposers, and determined that all four shortlisted proposers submitted thorough written action plans offering mentorship and assistance with

obtaining appropriate levels of insurance coverage to its MWBE/LDB/VBE/DBE subconsultants and participation schedules detailing where participation could be achieved.

ALTERNATIVES

The Aviation Authority Board may send the matter back to 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 Continuing Program and Project Management Services for Airfield, Roadway, and Horizontal Construction Projects (OAR) at the Orlando International and Executive Airports, as follows: First – Loyal Wingman, LLC; Second – Corradino Group, Inc.; Third – Geotech Consultants International, Inc.; and, Fourth – PSA Constructors, Inc. dba PSA Management, Inc.; (2) authorize hourly rate negotiations with the first and second-ranked firms in accordance with Aviation Authority policy; (3) subject to successful negotiations, approve a no cost Professional Services Agreement for Continuing Program and Project Management Services for Airfield, Roadway, and Horizontal Construction Projects (OAR) at the Orlando International and Executive Airports with the first and second-ranked firms 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>Loyal Wingman, LLC</u>					
HOME	Inspector Aide	\$52.00	09/26/23	09/26/24	
HOME	Multiplier	\$2.19	09/26/23	09/26/24	
HOME	Project Coordinator	\$77.00	09/26/23	09/26/24	
HOME	Senior Inspector	\$93.00	10/23/23	10/23/24	
HOME	Senior Project Manager	\$197.00	09/26/23	09/26/24	
FIELD	Inspector	\$61.00	01/29/24	01/29/25	



Document No:

GOAA-EDC – 27a

|| Title: GOAA ENGINEERING PROCEDURES

Outline of activities for Engineering Senior Project Managers.

Design

General

- Scope, Budget and Schedule.
- Communication
- Engineering & Construction Information System - BI-Weekly Reports
- Grants – FAA/FDOT
- Engineering Document Control (EDC)

Project Initiation Phase

Project Evaluation

Start-up (EDC-03)

Design Advertise & Award

Advertisement Phase

- Grant Process Interface (EDC-24)
- Advertise for Professional Services (LOI) (EDC-05,EDC-19, EDC-20)
 - Pre-Proposal Conference (EDC-21)
- Professional Services Committee (EDC-25)
- Board Approval of Ranking

Agreement Phase

- Negotiation for Public Solicited Design (EDC-12)
 - Base Agreement
 - Addendum or Amendment
- Negotiation for Continuing Designer (EDC-12)
 - Addendum or Amendment
- Agreement Execution (EDC-16)

- Grant Process Interface
- DBE/MWBE/LDB Approval
- Construction Committee (EDC-18)
- Board Approval
- Contract Team

Design Phase

Design Notice to Proceed (EDC-29)

Document Controls

- Master Design Guidelines
- Design Review Committee
- CAD Standards (EDC-02)
- 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)

Document Submittals (EDC-02, EDC-06, EDC-11, EDC-22, EDC-28, EDC-30, EDC-33)

- Data Collection
- 30%
- 60%
- 95%
 - Grant Process Interface (EDC-23)
- 100%
- Conformed

Administrative

- Master Program Schedule (MPS)(EDC-03c)
- Cost Estimating
- Master Capital Project Cost Report (EDC-17)
- Scope Modifications (EDC-04) Obsolete.
- Schedule Modifications (EDC-13) Obsolete.
- Funding – Construction Finance Oversight Committee
- Permits (EDC-22)
- Invoice Review
- Files(EDC-15)

Bid & Award

Bidding Phase

- Grant Process Interface (EDC-23)
- Public Advertisement for Bids (EDC-07, EDC-20)
 - Pre-Bid Conference (EDC-26)
 - Addendum
 - Bid Opening (EDC-26)
- Continuing Contract Request for Bids
 - Solicitation
 - Negotiation
 - Pre-Bid Conference (EDC-26)
 - Addendum
 - Bid Opening (EDC-26)
- Bid Analysis

Administrative

- Original Bid Documents
- Copying of Bids

Contract Phase

- Grant Process Interface (EDC-23)
- DBE/MWBE/LDB Approval
- Construction Committee (EDC_18)
- Board Approval
- Contracts Team
- Contract Document

Construction

Pre-Construction Phase

- Design Contract Administration Proposal
- Pre-NTP Meeting
- Implementation Meeting
- Pre-Construction Conference
- Design Issue Support

Project Close-out Phase

- Project Manager Coordination
- Record Documents Acceptance



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



Document No:

GOAA-EDC - 35

Title: OWNER'S AUTHORIZED REPRESENTATIVE GENERAL SCOPE OF SERVICES FOR CONSTRUCTION
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SECTION 1 – GENERAL

1.0 Purpose

This EDC-35 further defines the scope of services required from the Owner's Authorized Representative (OAR) under both the OAR Agreement and the specific project's Contract for construction.

1.1 Basic Definitions

The capitalized terms used herein which are as defined in the Agreement and the Contract and shall have the same meaning throughout the Agreement and Contract. In addition, the following terms shall have the meanings indicated wherever used in the Agreement and the Contract.

1.1.1 Designer

The term "Designer" shall have the same meaning as the term "Consultant" as defined in the Agreement. The Designer will utilize EDC-09 GOAA Designer General Scope of Services for design and construction services.

1.1.2 General Provisions

The term "General Provisions" means the Owners Division 0 specifications for the non-federal construction Contract and both the Division 0 specifications and the GP-10 through GP-130, inclusive, specifications for the federal construction Contract, on projects for which OAR services are required. All scope required of the OAR in the General Provisions are incorporated by this reference.

1.1.3 Inspector

The term Inspector shall mean the OAR's personnel responsible for inspection of the Work during construction to ensure compliance with the contract documents.

1.2 Coordination

1.2.1 The Services to be performed by the OAR require the OAR, the Designer and the Contractor to work together harmoniously. The OAR, the Designer and the Contractor shall respond fully and promptly to each other's requests for information and advice, and each shall give due consideration to the advice and suggestions of the other. The OAR, Designer and Contractor shall cooperate with one another in all matters. If the OAR, Designer or Contractor disagree on any matter, they shall promptly refer the matter to the Owner for resolution.

1.2.2 The OAR is required to coordinate with other OARs, contractors and designers working on adjacent and/or concurrent projects to resolve issues related to the Work. The OAR is also required to coordinate among the various departments of the Owner, the Owner's tenants, the airlines and all other organizations which may be affected by the Work. The OAR is responsible for anticipating when this coordination is required and the parties that are affected, and for notification of the Owner that the coordination is required. When requested by the Owner, the OAR shall proceed with initiating the coordination, including all follow-up necessary to ensure successful resolution of the issues.

2.0 Scope of Services

The OAR shall provide construction coordination and inspection services, including contract administration, monitoring of project cost and schedule and coordination of the Work with the Owner's ongoing operations and its other contractors that may have adjacent Work.

2.1 General Requirements

2.1.1 The Services of the OAR shall be performed under the general direction and control of the Owner's Director of Construction or designee. The OAR shall perform all Services in accordance with the Owner's Policies and Procedures.

2.1.2 The OAR shall perform the Services required pursuant to the Owner's General Provisions and all other related Contract Documents.

2.2 Construction Coordination

2.2.1 Review the plans and specifications for the Work and other related projects and advise the Owner of possible errors, omissions and conflicts. The OAR shall have no responsibility for the design of modifications or corrections to the plans and specifications. However, the OAR is responsible for investigating and proposing possible solutions to the Owner when errors, omissions and conflicts are discovered.

2.2.2 Review the Contractor's proposed access and staging plans and ensure compliance with the requirements of the contract documents. Coordinate the Contractor's

plans with the current requirements of the Owner to ensure the least interference with the functions of the Owner's operating facilities, the airlines, the FAA, the TSA, tenants, other airport users and other construction contracts.

2.2.3 Review the Contractor's proposed construction schedule in accordance with the contract documents. Review each of the Contractor's periodic Progress Schedules and ensure that each schedule accurately reflects the actual status and progress of the Work. If the Contractor has not achieved the progress anticipated by the approved schedule, make recommendations to the Owner of action considered necessary to ensure timely completion of the Work, and issue a written request to the Contractor for their plan to meet the approved schedule.

2.2.4 Review the Contractor's proposed key personnel and organization chart prior to commencement of Work, and ensure compliance with the requirements of the Contract Documents.

2.2.5 Review the Contractor's subcontractors and material suppliers list, and ensure compliance with the requirements of the Contract Documents. Investigate and object if a reasonable basis exists with any person or entity, notify the Contractor and Owner in writing. Assist the Owner with the Contractor's replacement of the person or entity.

2.2.6 Review, and negotiate as necessary, the Contractor's Schedule of Values to reach a mutually acceptable form prior to the first Application for Payment.

2.2.7 Establish and maintain orderly project files, in accordance with EDC 15, for all Work related information, including all correspondence, reports, Requests for Information (RFIs), Requests for Clarifications (RFCs), Requests for Change Orders, photographic records of the progress and quality of the Work, shop drawings and other submissions, contract documents including all addenda and change orders, Daily Reports from all Inspectors and all other project-related documents.

2.2.8 Establish and maintain an accurate submittal log for all the submittals required by the contract documents. The log shall, as a minimum requirement, document the date that each submittal is received from the Contractor, the date that each submittal is transmitted to the Designer by the OAR, the date that the Designer responds to each submittal to the OAR, the date that the OAR returns each reviewed submittal to the Contractor and the status of the returned submittal. The OAR is responsible for transmitting the submittals to the Designer and for expediting the Designer's review and return of the reviewed submittals to the OAR. In addition to and concurrent with the Designer's review of the Contractor's submittals, the OAR is also responsible for thoroughly reviewing each submittal to ensure both compliance with the contract documents and compatibility with actual conditions on the project site. In the event that there is disagreement between the OAR and the Designer over the acceptability of a submittal, the OAR shall first consult with the Designer and attempt to resolve the disagreement. If agreement is not achieved, the OAR shall refer the issue to the Owner for

direction. The OAR is responsible for ensuring that all the submittals required for each specific area of Work have been submitted and approved (or approved as noted) prior to the Contractor performing the Work covered or affected by the submittal.

2.2.9 Keep accurate and detailed written records, updated monthly, of the progress of the Work during all stages of planning and construction, including, but not limited to, a description of the quality and progress achieved by the Contractor over the preceding month; a summary of pertinent issues, including those raised in the Inspectors' Daily Reports; the percentage of completion of the Work by both elapsed time and by actual Work completed; the number and amount of change orders approved and pending approval; an overall cost report for the construction contract which includes the current approved contract amounts, the amount spent to date and the estimated cost to complete the contract; a schedule analysis indicating whether the Work is on schedule, and if not, the OAR's best estimate of the actual completion time and date; photographic records of the progress and quality of the Work; and a list all unresolved issues, including the current status of each issue, and the action recommended to resolve it.

2.2.10 Update the Owner's monthly reports, which as a minimum shall include a brief narrative description of the Work completed by the Contractor over the preceding month, a statement of whether or not the Work is proceeding on schedule, and if not, the OAR's estimated of the estimated actual contract time and completion date. When requested by the Owner, prepare additional monthly reports that may be required (TSA and FAA reports, for example).

2.2.11 Prepare Requests for Clarifications (RFCs) to the Designer when clarification or interpretation of the plans and specifications is determined by the OAR to be necessary. Expedite a timely response from the Designer for all RFCs. Process, track and respond to all Requests for Information (RFIs) submitted by the Contractor. If necessary, forward only those RFIs which the OAR cannot answer directly to the Designer, and expedite a timely response from the Designer. Ensure that appropriate responses are provided to the Contractor on a timely basis for all RFIs, with copies of all RFI responses provided to the Designer. In the event that the OAR does not agree with the Designer's proposed response to a RFI or RFC, and if subsequent direct discussion between the OAR and the Designer fail to resolve the disagreement, the OAR shall present to the Owner a description of the issue, the position of the Designer and Contractor, and the OAR's recommendation to resolve the issue.

2.2.12 Review all Contractor requests for Contract Modifications in the Work, including adjustments to the Contract Sum, Provide copies immediately to the Owner and Designer for review and coordinate the recommendations prior to responding to the Contractor in writing in a reasonably prompt manner. At the Owner's request, implement the Owner's procedures for the preparation and processing of change orders by obtaining proposals from the Contractor, reviewing the proposals against independent cost estimates prepared by the OAR for the modification; negotiation, if necessary, and preparation of the change order agenda for approval by the Owner. The OAR will ensure timely processing of the CO through the

Owner's procedures and signature process within 30 calendar days after the Owner's approval; unless a time extension is given by the Owner. If the proposed change order is discretionary (not specifically required for successful completion of the Work), the OAR shall prepare and secure the Owner's approval of a Bulletin prior to proceeding with negotiation and preparation of the change order. Bulletins shall be prepared by the OAR using the Owner's standard form. Each bulletin shall include a brief description of the required Work and a conceptual cost estimate. Bulletins shall not be discussed with the Contractor until after approval by the Owner's Construction Committee. If the Contractor does not agree with the CO then assist the Owner in issuing a Construction Change Directive (CCD). For Work that is of a critical nature and/or time sensitive, the OAR will assist the Owner with a Field Change Order (FCO). The OAR will have authority to order Minor Changes in the Work not involving adjustment in the Total Contract Price or Contract Time.

2.2.13 Prior to approval of each Application for Payment, review the Contractor's submittals of the updated Progress Schedule, and updated version of the As-Built Drawings, prepared by the Contractor reflecting all items of Work for which the Contractor is seeking payment.. Also ensure that a complete set of as-built documents is being maintained by the Contractor on site, including all plans, specifications, ASIs, RFIs, change orders, shop drawings and other contract documents, and that these as-built documents have been updated to accurately reflect the Work which has already been completed.

2.2.14 Prior to the end of each pay period, the OAR shall review the Contractor's Application for Payment with the Contractor. The OAR is responsible for certification that the Application for Payment correctly reflects the actual progress of the Work and for unit price contracts, certification that the quantity of Work completed on the Application for Payment reasonably corresponds to the actual Work completed. The OAR shall assist the Contractor and Owner with evaluation and determination of the Work being 50% complete and the Contractor's request for retainage reduction to 5%. Expedite processing of the Applications for Payment, including securing the timely signature of the Contractor, and when required, the Designer. Submit the OAR approved Application for Payment to the Owner for processing and payment.

2.2.15 Maintain detailed cost accounting records in accordance with the contract documents and the Owner's accounting procedures for all Work performed by the Contractor on force account (time and materials, unit cost, or similar basis).

2.2.16 Prepare, unless otherwise requested by the Owner, all required correspondence and reports, including correspondence with the Designer, Contractor and other entities relating to the Work.

2.2.17 Plan, schedule and conduct Pre-Construction meetings, job coordination meetings, conferences, special meetings and presentations as required to resolve such matters as procedures, progress, problems and scheduling. Take minutes of each for distribution to the Contractor, Designer, Owner and all meeting participants.

2.2.18 If the Owner has included the requirements for a Dispute Review Board (DRB) in the contract documents, the OAR shall coordinate directly with the DRB and the Contractor to schedule DRB meetings and site visits, including the preparation and distribution of minutes of DRB meetings to the Owner, Contractor and DRB. In the event that a DRB hearing is requested by either the Owner or the Contractor, the OAR shall prepare, or assist the Owner as necessary to review and update, the information required to be submitted to the DRB in advance of the hearing, including a detailed description of the dispute and the Owner's position regarding resolution of the dispute. The OAR shall present the Owner's position during the DRB hearing unless otherwise directed by the Owner.

2.2.19 Coordinate with the Contractor, Designer and Owner in the preliminary inspection process to determine if the Contractor has met the requirements for Partial Occupancy and Use Agreements (POUAs) (if applicable), Substantial Completion and Final Completion prior to setting the date for the actual inspections. Once the inspection has been completed, prepare the appropriate certification for signatures. Prepare final, consolidated punch lists, including those items on the Designer's and the Contractor's punch lists, and expedite completion of the punch list Work by the Contractor.

2.2.20 Prior to Substantial Completion, review and, when in accordance with the contract documents, approve the final red-lined, as-built drawings submitted by the Contractor, and transmit these approved drawings to the Designer for production of the Record Documents. Review and approve the Record Documents prepared by the Designer, including conformance to the Owner's CADD standards. Turn the approved Record Documents over to the Owner.

2.2.21 Prior to Substantial Completion, review, including requesting and expediting the Designer's review when required, and, when in accordance with the contract documents, approve the Operations and Maintenance manuals, warranties and all other data required by the contract documents from the Contractor as a condition of Substantial Completion.

2.2.22 Review the safety program developed and implemented by the Contractor and periodically checks the adherence of the Contractor to this program. The OAR shall immediately notify the Owner of the failure of the Contractor to adhere to this program. In the event that the OAR observes unsafe conditions that endanger personnel, the OAR is authorized to order immediate correction of the unsafe condition by the Contractor and, if necessary, to assist the Owner with the issuance of a Stop Work order until the condition has been corrected.

2.2.23 Take such action as required, including issuing a rejection of Work, to prevent installation of Work, material or equipment which has not been properly approved or which otherwise fails to conform with contract documents and inform the Owner promptly of such action and the reasons for and outcome of such action. This action shall include immediate verbal notification of the Contractor that the Work is non-conforming followed as soon as

possible thereafter by written confirmation by issuing a Job Memorandum (JM). All such incidents shall be thoroughly recorded in the Inspector's daily reports, including photographs and/or videos of the non-conforming Work. The OAR will assist the Owner with the issuance of a Stop Work order until the non-conforming Work has been corrected.

2.2.24 Confer with the Contractor, Designer, governmental building inspection agencies, environmental regulatory agencies and all other permitting authorities with jurisdiction over the Work to identify all permits that are required to complete the Work. Assist in the coordination of Contractor's obligation to obtain and comply with all required permits, licenses and certificates. Ensure that all required permits have been obtained by the Contractor and that these approved permits are displayed on site prior to start of any Work covered by such permits. Ensure that the Permit Documents and Plans are kept at the site and properly stored. Determine the inspection frequency, standards and procedures that will be applicable for each permit, and ensure that the Contractor has successfully completed all of these requirements. At the completion of the project, coordinate with the Contractor and the Designer to ensure that all permits have been successfully closed by the authority having jurisdiction over each permit.

2.2.25 In the event that the interpretation of the meaning and intent of the plans and specifications becomes necessary during construction, the OAR shall, on behalf of the Owner, consult with the Designer, ascertain the Designer's interpretation and report to the Owner the Designer's interpretation, the Contractor's interpretation and that of the OAR. Such report shall be in sufficient detail so that the Owner may make a final determination on the issue.

2.2.26 In the event any claim is made or any action brought in any way relating to the Work, the OAR shall diligently render to the Owner all assistance which the Owner may require, such as assist the Owner in reviewing, evaluation and documentation of claims. If the OAR considers these services to require additional fee or other compensation, then written notice of the anticipated additional fees must be submitted to the Owner within five (5) working days of the Owner's request for assistance.

2.2.27 Determine the need for and recommend to the Owner the institution of default procedures against Contractor including the OAR's recommended remedies for completing the Work. Determine the assessment of actual or liquidated damages in accordance with the contract documents. If necessary, assist the Owner in selecting an alternate Contractor to perform defaulted Work or requiring sureties to assure completion of the Work, and assist in determining back charges or other costs to be assessed against the contractor/surety.

2.2.28 Communicate, schedule and coordinate all service, shut down or disruption to public services, and existing systems interruptions

2.2.29 Communicate, schedule and coordinate all welding, cutting, burning, soldering, or any hot work.

2.2.30 Perform such other services directly or indirectly related to the Work as may from time to time be reasonably requested by the Owner.

2.3 Inspection and Testing

2.3.1 Perform technical inspection, including all required acceptance and threshold testing and inspection, verifying that the materials furnished and Work performed are in accordance with the plans and specifications and all other contract documents.

2.3.2 Each inspector is required to have available at the location of the Work a complete, up to date copy of the contract documents, plans, specifications, permits and approved submittals for the Work being inspected, including change orders, ASIs and RFIs. The inspector must have thoroughly reviewed the requirements of these documents prior to the Contractor's start of Work in the area under inspection, and must understand both the requirements of the contract documents and the Contractor's plans for constructing the Work. The Inspector must also have determined all inspection and testing required by the contract documents for the Work being inspected, and must be prepared to perform these tests and inspections on a timely basis. The Inspector must be capable of immediately recognizing if the Work being constructed conforms to the contract requirements.

2.3.3 Each Inspector shall maintain a daily job diary or log book describing all Work accomplished each day, using the Owner's standard forms. The reports must be complete, accurate and legible, and must, as a minimum, include the following information for both the Contractor and each subcontractor working in the area under inspection: a description of the specific Work activities being performed with reference to the specific activity numbers and/or activity descriptions in the Contractor's schedule for the Work and reference to the appropriate plans and specifications that show the contract requirements for the Work; the specific locations of the Work by activity; the number of personnel by trade and position and the number of hours worked by each; the type, size and quantity of equipment and the number of hours each item of equipment was in use; the major equipment and material incorporated in the Work, including observations of its condition prior to and after installation; a complete description of any delays experienced by the Contractor including an explanation of the cause of the delay; a list of material and equipment deliveries, including a description of the condition of each; a full description any corrective work or rework which may be underway; a description of observed inefficiencies and/or labor difficulties; a description of weather conditions and impacts, if applicable; a list of all visitors to the site, including visiting officials, agencies, inspectors and jurisdictions; a description of daily activities, decisions, observations which may be relevant to the Work; specific observations of any difficulties, issues, poor practices or any other condition which could affect the quality of the Work and the cost to construct it; a complete description of safety issues, including any unsafe conditions, procedures or accidents; and photographic records of the progress and quality of the Work, and of all conflicts and issues related to the Work.

2.3.4 Each Inspector shall keep accurate records of the progress of the Work to support the Contractor's periodic Applications for Payment. For unit price contracts, the Inspectors must maintain measurement of all pay item quantities, including those quantities completed each day. For lump sum contracts, the Inspector shall estimate the percent complete for each line item of Work as broken out in the Schedule of Values.

2.3.5 The Inspector must be familiar with the Contractor's schedule for the Work, and must perform all duties in a manner that will promote the timely progress of the Work. All inspection and testing shall be performed expeditiously and failures shall be reported immediately to the Contractor and followed up in writing. Inspections of each phase of the Work, starting with initial layout is required.

2.3.6 All materials and permanent equipment arriving on the project site must be inspected prior to incorporation into the Work to ensure that it meets the requirements of the contract documents. Both the Contractor and the Owner shall be advised immediately of all materials and equipment that are discovered to be damaged or not in accordance with the contract documents.

2.3.7 Ensure that all necessary permit inspections required are satisfactorily performed.

3.0 Qualifications and Experience

3.1 General

3.1.1 The OAR shall maintain in good standing for the duration of the contract all of the certifications and licenses required by this specification for the OAR's personnel.

3.1.2 The qualifications required of the OAR are project specific, but in all cases, the OAR's personnel shall be experienced in the coordination, administration and inspection of similar construction projects. All documentation required to demonstrate experience requirements shall be provided to the Owner for review and acceptance. Unless otherwise approved in writing by the Owner, the OAR's personnel shall meet or exceed the qualifications and experience requirements defined in the following sections. Regardless of qualifications, all personnel of the OAR are subject to the Owner's approval and must be removed from the project upon written direction of the Owner.

3.1.3 In general, inspectors must have relevant amounts of experience and/or education and/or educational degree commensurate with the project. Owner's Department Manager will make the determination whether a proposed inspector has the level of knowledge and skills required for the project and these qualifications shall be defined in the OAR's proposal.

3.1.4 Specific types of projects may require specialized inspectors in addition to those described in the following paragraphs. .

3.2 Project Manager

3.2.1 The OAR's Project Manager must have a four year bachelors or higher degree in engineering, architecture, construction management or other related fields from an accredited university with a minimum of 5 years experience as a project manager on similar construction projects, or a high school diploma with a minimum of 10 years of progressive construction experience including a minimum of 5 years experience as a project manager on similar construction projects.

3.3 Civil Inspector (Airfield, Roadway, Earthwork, Utilities, Infrastructure)

3.3.1 The Civil Inspector will inspect airfield, roadway, earthwork, utilities and infrastructure portions of projects to ensure compliance with the contract documents. This will include excavation, embankment and other earthwork construction; airfield pavement construction, including runways, taxiways and aprons; in-pavement airfield lighting systems; roadway pavement construction; airfield and roadway utility systems, including storm water and drainage facilities, reclaimed and potable water systems, sanitary sewer systems and lift stations, underground duct banks for power, lighting and communications systems; pavement marking; maintenance of traffic for both highway and airfield; recording the Work and materials used and calculation of actual quantities of Work completed for the Contractor's periodic Applications for Payment; and other civil construction Work associated with the construction of airfield and roadway projects.

3.3.2 The Civil Inspector must have a high school diploma and a minimum of 5 years of experience in civil construction similar to the Project. The experience time may be reduced by the owner if the Inspector has an appropriate 4 year engineering degree.

3.3.3 The Civil Inspector must be qualified through the Florida Department of Transportation (FDOT) Construction Training and Qualification Program (CTQP) for the types of Work that will be inspected. Certifications from the American Concrete Institute (ACI) as a Concrete Transportation Construction Inspector and the American Association of Highway and Transportation Officials (AASHTO) will be accepted in lieu of CTQP qualifications for the specific types of Work covered by those certifications.

3.4 Building Inspector

3.4.1 The Building Inspector is a general inspector that will inspect all phases of the construction of buildings, including the coordination of inspection of specific systems and components of the building by specialized inspectors, to ensure compliance with the contract documents. This will include inspection of the foundation and structural framing; build-out of exterior skin and interior space; building finishes; fire safety, including fire and smoke alarm

systems, fire sprinklers, smoke control systems and fire exits; all building systems, including power, water, sewer, communication, security, building management and all other systems; and all mechanical and plumbing systems, including HVAC systems.

3.4.2 The Building Inspector must have a high school diploma plus a minimum of 5 years of progressive construction experience including a minimum of 5 years experience as a Building Inspector on similar construction projects. The experience time may be reduced by the owner if the Inspector has an appropriate 4 year engineering or architectural degree.

3.4.3 The Building Inspector must possess and maintain certification by the Florida Building Code Administrators and Inspection Board (BCAI) as a Standard Inspector – Building. If the proposed Building Inspector does not have this certification, the BCAI certification must be obtained within 6 months of the start of the assignment and the Building Inspector must have one or more of the following certifications prior to the start of Work:

- International Code Council (ICC) as a Commercial Building Inspector
- American Construction Inspectors Association (ACIA) as a Registered Construction Inspector

3.4.4 A Building Inspector inspecting fire protection systems must also possess and maintain a Florida Municipal Fire Safety Inspector's certification.

3.5 Electrical Inspector

3.5.1 The Electrical Inspector will inspect the construction of electrical systems and equipment to ensure that they are constructed safely, and in compliance with applicable codes and the contract documents. Electrical Inspectors will also inspect building systems, including fire and smoke alarms, security systems, paging systems, communication systems, building management systems and other building systems.

3.5.2 The Electrical Inspector must have a high school diploma and either a minimum of 2 years of college level training in electrical engineering plus a minimum of 5 years of progressive electrical construction experience on similar projects or 2 years of industry training in electrical design and installation plus a minimum of 10 years of progressive electrical construction experience on similar projects. Electrical Inspectors for airfield lighting and signage projects must also have a minimum of 5 years experience in the construction of in-pavement, constant current airfield lighting systems.

3.5.3 The Electrical Inspector must possess and maintain certification by the Florida Electrical Contractor's Licensing Board (ECLB) and one or more of the following:

- Journeyman Electrician certificate valid in the state of Florida, or

- International Code Council (ICC) as a Commercial Electrical Inspector.

3.5.4 The Electrical Inspector must be knowledgeable of the requirements of the National Electrical Code and State of Florida and City of Orlando electrical codes.

3.6 Mechanical Inspector

3.6.1 The Mechanical Inspector will inspect the construction of mechanical systems and equipment, including all HVAC, hydronic piping, plumbing, piping, kitchen and other mechanical systems to ensure that they are constructed safely, and in compliance with applicable mechanical and plumbing codes and the contract documents.

3.6.2 The Mechanical Inspector must have a high school diploma and a minimum of 2 years of technical training on HVAC and plumbing systems plus a minimum of 5 years of progressive mechanical construction experience on similar projects. The experience time may be reduced by the Owner if the Inspector has an appropriate 4 year engineering degree.

3.6.3 The Mechanical Inspector must have current certification through one or more of the following:

- International Association of Plumbing and Mechanical Officials (IAPMO) Plumbing and Mechanical Inspector certifications, or
- International Code Council (ICC) as a Commercial Mechanical Inspector and a Commercial Plumbing Inspector

3.6.4 The Mechanical Inspector must be knowledgeable of the requirements of the Uniform Mechanical Code, the Uniform Plumbing Code and all applicable State of Florida and City of Orlando mechanical codes.

3.7 Testing Laboratories and Technicians

3.7.1 If the OAR uses the services of a testing laboratory or firm, it must be certified by the appropriate agency specified for the testing Work and as required by the contract documents. The testing laboratory or firm shall not be associated with either the Designer or the Contractor on this project.

3.7.2 The personnel who perform testing and laboratory services for the OAR must be fully certified by the appropriate agencies specified for each particular type of testing and analysis required. The OAR shall provide documentation of this certification to the Owner prior to the start of testing and analysis services.



Document No:

GOAA-EDC – 09A

Title:

A/E BACKCHARGE PROCESS

SECTION 1 – OBJECTIVE

1.0

To establish the process through which an Architectural/Engineering (A/E) firm providing design services for the Authority may be responsible for the cost of any changes or impacts incurred during construction in the event that the cause assigned to a Change Order, by the Authority, is the result of an error or omission by the A/E (i.e., “A/E Backcharge”).

SECTION 2 – GENERAL

2.0

The Authority employs professional A/E firms to provide design and construction administration services for construction projects. While these professionals are accountable for the technical accuracy and quality of their work, mistakes may occur in the rendition of their work. Construction plans and contract documents may contain errors or items that may have been omitted, resulting in cost and time impacts on a project. When design errors and omissions rise to the level of professional negligence, the Authority may pursue recovery for certain project costs. The Authority recognizes there are factors in any project that may contribute to design errors or omissions, including but not limited to design time or project complexity. The Authority will consider such factors when determining if an A/E Backcharge is warranted.

SECTION 3 - DEFINITIONS

3.0 A/E Backcharge

The charge assessed to an A/E by the Authority for reimbursement of added Contract costs or credits to earned fees due to the A/E’s errors or omissions that are beyond the Due Care.

3.1 Due Care (a.k.a. “Standard of Care”)

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 Service in the same geographic area.

3.2 Negligence

Negligence is the failure to exercise Due Care. Legal liability is imposed on a person or entity that is negligent when such negligence causes damage or additional costs to some other person or property to whom the negligent party owes a duty recognized by law.

3.3 Errors

There are two types of design errors: 1) those errors discovered and corrected before the Contractor has provided incorrect equipment and/or materials or performed incorrect construction, in which case the A/E backcharge is treated as defined below for Premium Cost; and 2) those errors discovered after the Contractor has provided incorrect equipment and/or materials or performed incorrect construction, in which case the A/E backcharge is treated as defined below for the Whole Cost.

3.4 Omissions

An item that is omitted from the Contract Documents which should have been included in the Contract Documents. The A/E has liability to pay the difference of Premium Cost (as defined below), if any, even though the omitted item may be an “added value” to the Authority.

3.5 Whole Cost (a.k.a. “Rework”)

Whole Cost backcharges originate from errors which require a portion of the work to be repeated as a result of the error. The A/E is liable for the entire cost of the change, including the removal of the original work, construction of the replacement work, replacement of equipment and materials, and any additional fees incurred by the Authority for Design, Construction Administration and the Authority’s Owner’s Authorized Representative (OAR) services. Whole Cost backcharges also includes liability for Contractor’s Claims caused as a result of A/E negligence. The A/E’s liability includes the entire amount that it takes the Authority to settle the claim plus applicable Indirect Costs (as defined below.)

3.6 Premium Cost

Premium Cost backcharges originate from design errors and omissions which do not require work to be repeated but which do require additional components to be added to the Project to achieve the intended scope of the Project. The A/E is liable for premiums associated with settling the changes in a non-competitive and non-bidding environment, and taking into consideration price escalations in materials, equipment and labor. The percentage used for calculating “premium cost” will normally be 10% of the added construction cost, but may be modified based on evidence of actual costs.

3.7 Indirect Cost

Indirect Cost backcharges originate from Whole Cost or Premium Cost backcharges and include Lost Revenue, Lost Profit, Lost Rental Value, Delays, Disruptions, Time Extensions, Acceleration, Escalation on Material, Storage Costs, Interests, Additional Administrative Costs, Overhead, and any other indirect costs that result from an error or omission.

3.8 Project

Any study, design or construction project undertaken by the Authority.

SECTION 4 - METHODS

4.0

The A/E Backcharge process commences prior to the preparation of Change Orders (CO) and Bulletins or Field Change Orders (FCOs) that could result in A/E Backcharges. If the OAR determines that a CO, Bulletin or FCO item could be the result of an error or omission, the OAR will notify both the A/E and the Authority in writing during processing of the Change Order Agenda for Construction Committee, and if possible, prior to processing of a Bulletin or FCO. The notice will provide a copy of the draft CO Agenda for Construction Committee, Bulletin or FCO which includes the OAR's initial determination of the category and amount of the proposed backcharge (i.e., Whole Cost, Premium Cost, and/or Indirect Costs) resulting from the Error or Omission. The notification shall advise that, per the A/E's Agreement with the Authority, the described change may result in an A/E Backcharge. The A/E is expected to review the information and to respond, in writing, to the OAR either agreeing that there is basis for a potential A/E Backcharge, or if not, then stating the reasons why the A/E considers that the A/E Backcharge is not justified.

4.1

The OAR will review the A/E's response and make a further determination of whether to continue to recommend an A/E Backcharge to the Authority. If the determination by the OAR is to continue with a recommendation for A/E Backcharge, then the OAR will submit this recommendation, including any rebuttal received from the A/E, to the Authority for approval.

4.2

If, after reviewing the Contractor's RCO Submission or the A/E's response, the OAR or the Authority determines that A/E Backcharges are not warranted, the OAR will notify the A/E withdrawing its notification of the potential A/E Backcharge.

4.3

After the Change Order is approved by the Authority, the OAR will add the proposed A/E Backcharge amount to a log maintained for this purpose on each project. The A/E Backcharge entry will include

- (a) the number of the Change Order
- (b) the number of each item on the CO for which an A/E backcharge is recommended
- (c) the description of each item of work
- (d) the CO value of each item of work
- (e) the value of the proposed backcharge
- (f) the reason why a backcharge is proposed
- (g) how the backcharge value was determined, and
- (h) when the backcharge was reviewed with the A/E and a summary of the A/E's rebuttal, if any.

The OAR and the Authority will periodically review the A/E Backcharge log with the A/E to provide the A/E with the opportunity to present additional information for further consideration. If, after such a review, the Authority agrees that a particular backcharge is no longer recommended, each such item will be noted as Resolved/No Backcharge Recommended, including a statement of why the recommendation has been changed on the log. The overall value of A/E backcharges will be reviewed throughout the course of the Project and during the Project Close-out phase.

4.4

During construction of the Project and at the Project Close-out phase, the OAR will send a copy of the A/E Backcharge Log to the A/E. Prior to the OAR forwarding the final recommendation to the Authority, the OAR and Authority will meet with the A/E to discuss all remaining proposed A/E backcharge issues. The purpose of this meeting is to ensure that both parties fully understand the issues and this session could present new facts that were not known or understood when the Change Order was processed. The OAR will forward its final recommendation to the Authority following the conclusion of this meeting.

4.5

Consideration will be given to the following during preparation of any A/E backcharge recommendation:

4.5.1 The recommended actual A/E backcharge amounts will take into consideration such factors as described in Section 2.0 above.

4.5.2 Consideration will also be given towards the A/E's history of responsiveness when faced with design or construction issues. Those A/E's that performed well and worked diligently to quickly resolve design or construction issues during construction may be assessed more leniently than those firms that responded defensively or did not contribute effectively to timely resolution.

4.5.3 The total amount of additional construction costs attributed to errors and omissions will be compared to the total cost of all construction, including change orders, expressed as a percentage. If this percentage is lower than industry averages for Due Care on similar type work, and if no evidence of negligence exists, then recommendation will be for no A/E backcharge.

4.5.4 Step One: Determine the percentage of construction cost attributed to design errors and omissions using the following formula:

$$c = b / a$$

Where,

a = original construction cost (awarded amount)

b = total change order cost attributed to design errors and omissions

c = percentage of construction cost attributed to design errors and omissions

Step Two: Define the Due Care Percentage (industry average) to be used

d = Due Care Percentage (industry average)

Step Three: Calculate the final recommended A/E backcharge amount using the following conditions:

- If $c \leq d$ then $f = 0$, except in cases where negligence exists
- If $c > d$ then $f = e - 0.10 \times a \times d$

Where,

c = percentage of construction cost attributed to design errors and omissions (from Step One)

d = due care percentage (from Step Two)

a = original construction cost (awarded amount)

e = total potential A/E backcharge amount (from A/E backcharge log)

f = final recommended A/E backcharge amount

4.5.5 In the Authority's sole discretion, the Authority may choose to evaluate separately instances of negligence that had a particularly notable impact to the Project. For these specific items of negligence, special consideration will be given whether to assess backcharges related directly to the item or items caused by the negligence, regardless of the overall percentage of changes resulting from errors and omissions. If the Authority decides to treat one or more of these items as separate issues, the backcharge for each item will be determined on the basis of the Whole Cost and Indirect Cost for that item.

4.6

Upon receipt of a final proposed A/E Backcharge recommendation from the OAR, the OAR's recommendation will be reviewed by the Authority's Director of Construction or designee. Upon acceptance and concurrence of the OAR's recommendation by the Director of Construction, the proposed A/E Backcharge recommendation will then be forwarded to the Deputy Executive Director-Facilities who will review the recommendation. The Authority's review may include interviews or discussions with the A/E and any other members of the contract team if necessary. The Deputy Executive Director - Facilities will make a recommendation to the Construction Committee on the assessment of A/E Backcharge amounts and notify the A/E. If approved by the Construction Committee, the recommended assessment of backcharge amounts will be made by deducting remaining fees owed the A/E or direct payment from the A/E to the Authority.

4.7

The A/E will have five (5) business days following the Construction Committee Meeting approving the Final A/E Backcharge, in which to object in writing, to the Chair of the Construction Committee, to the committee decision. Failure to object in a timely manner constitutes acceptance of the A/E Backcharge. Upon timely objection, mediation will be scheduled between the parties no later than thirty (30) days after receipt of such objection. The Authority will determine future action at the conclusion of mediation, which in its sole discretion may include binding arbitration under the auspices of the American Arbitration Association or litigation in the Circuit Court of Orange County, Florida.

Attachments: None

EXHIBIT B – NOTICE OF PROFESSIONAL SERVICES (ADVERTISEMENT)

**GREATER ORLANDO AVIATION AUTHORITY
NOTICE OF CONTINUING PROGRAM AND PROJECT
MANAGEMENT SERVICES FOR AIRFIELD, ROADWAY, AND HORIZONTAL
CONSTRUCTION PROJECTS (OAR) (W-00493)
ORLANDO INTERNATIONAL AND EXECUTIVE AIRPORTS**

Pursuant to 2 CFR Part 200 and Section 287.055 of the Florida Statutes, and the policies and procedures of the Greater Orlando Aviation Authority (Aviation Authority), notice is hereby given that interested firms (Proposers) are invited to submit Statements of Qualifications (SOQs) to perform **CONTINUING PROGRAM AND PROJECT MANAGEMENT SERVICES FOR AIRFIELD, ROADWAY, AND HORIZONTAL CONSTRUCTION PROJECTS (OAR) (W-00493)** (Services) at the Orlando International Airport (MCO) and Orlando Executive Airport (ORL).

The Services include the performance of program and project management and related services on airfield, roadway, and horizontal projects, including performing as the Owner's Authorized Representative (OAR). The Services may include, but are not limited to, all services necessary for the management of the design and construction of airfield, roadway, and horizontal construction projects, both individual projects and programs consisting of two or more individual projects, including:

- Management of design from planning and conceptual design phase through detailed design, bidding and award of construction contracts;
- Development of design criteria documents, assistance with procurement and management of design/build contracts;
- Studies and preparation of reports involving scope definition and validation of projects;
- Evaluation and documentation of existing conditions;
- Assistance with permitting coordination, as requested;
- Construction administration, including reporting, small business compliance, evaluation of invoices and payment applications, and contract compliance;
- Master document support, technical support and review of documents prepared by others;
- Management of the construction and commissioning of projects;
- Material testing, quantity surveying, construction inspection, construction safety compliance inspection, administrative support and departmental staff extension personnel, and other services required to verify compliance of construction with contract documents;
- Facilitation of coordination of adjacent projects;

- Departmental staff extension support services, as requested;
- Cost estimating, cost control, budgeting, scheduling, progress reporting, and planning services to support both design and construction activities;
- Assistance with negotiation of contracts and contract amendments for design services, and evaluation and negotiation of change orders for construction services;
- Coordination with Aviation Authority departments, its Consultants, the City of Orlando, the Federal Aviation Administration (FAA), the Florida Department of Transportation (FDOT), and any other agencies having jurisdiction over Aviation Authority facilities; and,
- All other related or similar services, which may be required or requested.

The Projects may include, but are not limited to, airfield and other roadway and civil projects that are included in the Aviation Authority's Capital Improvement Program, and all other new and/or the extension/expansion, widening and/or upgrading of existing runways, taxiways, aprons, other airfield infrastructure, roadways, other transportation infrastructure, facilities, parking, drainage, grading, dredging, civil, utilities, sanitary, subsurface, landscaping, and/or any other sitework.

A Pre-Submittal Conference will be held **at 4:00 p.m. local time, on Wednesday, November 15, 2023, 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, Responses to inquiries and Pre-Submittal Conference minutes, will be made available on the 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; (2) the Buy American requirements imposed by Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990, to the extent the contract includes any procurement of materials or equipment; (3) the minimum prevailing wage rates established by the Secretary of the U.S. Department of Labor (Davis Bacon), to the extent the services include construction services as defined by the federal government; (4) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246), as amended, requiring an Equal Opportunity Report Statement, to the extent the services include construction services as defined by the federal government; (5) Certification Regarding Lobbying Pursuant to 49 CFR Part 20 for Contracts, Grants, Loans, and Cooperative Agreements; (6) 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; (7) the Standard Title VI Assurances and Nondiscrimination Provisions; (8) the Foreign Trade Restriction Certification (49 USC §50104 and 49 CFR part 30); and, (9) the procurement of recovered materials pursuant to the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.

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 award of this contract is subject to approval by the Aviation Authority's Board of Directors prior to any services being performed.

GREATER ORLANDO AVIATION AUTHORITY

**GREATER ORLANDO AVIATION AUTHORITY
NOTICE OF CONTINUING PROGRAM AND PROJECT
MANAGEMENT SERVICES FOR AIRFIELD, ROADWAY, AND
HORIZONTAL CONSTRUCTION PROJECTS (OAR) (W-00493)
ORLANDO INTERNATIONAL AND EXECUTIVE AIRPORTS**

SUBMISSION REQUIREMENTS

For scope of services and information regarding the Pre-Submittal Conference, refer to the Advertisement, 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. Scott Shedek, Vice President, Construction, via email to W493@goaa.org**. Questions received after close of business on **November 22, 2023**, will not be answered.

Interested Proposers are requested to submit one (1) original printed copy along with one (1) electronic PDF version* on a USB portable storage device (flash drive, thumb drive, etc.) of a Statement of Qualifications **up to 2:00 p.m. local time on December 12, 2023, to the Project Controls Office, Greater Orlando Aviation Authority, 11312 Terminal C Service Road, Orlando International Airport, Orlando, FL 32824**. Any Statements of Qualifications (SOQ) 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 Continuing Program and Project Management Services for Airfield, Roadway and Horizontal Construction Projects (W-00493)"**.

All documents submitted to the Aviation Authority are public records. Labeling information 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: To maintain confidentiality of financial information, follow the Submission Requirements 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

SOQs 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. **SOQs 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 Services.
 - 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). 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 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 copy of the Joint Venture or Partnership Agreement. Important for Joint Ventures or Partnerships:
 - i. the Joint Venture or partnership must hold, in the name of the Joint Venture or partnership, the Florida Engineering Business Registration required by Section 6 below, and
 - ii. the Joint Venture or partnership must be the proposed policyholder of the insurance required in Section 5 below.
2. **Executive Brief** - An executive brief which includes:
 - a) A comprehensive approach to provide the required Services.
 - b) A narrative on why Proposer should be selected as the most qualified to perform the Services, including:
 - i. A brief overview of the specific experience and expertise of the proposed professional team (key personnel and subconsultants) explaining why this team should be selected.
 - ii. Prior experience working in an operating large hub and general aviation airports.
 - 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.
 - v. Specific discussion of experience with various project delivery methods, including Design Criteria Package (DCP) Development, Design/Bid/Build, and Design-Build projects with specific reference to Proposer's approach to management of the contractor team from pre-construction through close-out.
 - vi. A statement that the Proposer is willing to meet time and budget requirements, such as a commitment to starting immediately upon award of the contract and to continue through the completion of the awarded projects with the same proposed personnel.

- vii. A statement that based upon the recent, current, and projected workloads, the proposed individuals are and will continue to be available to perform the Services.
- viii. A statement summarizing the volume of work previously awarded to Proposer by the Aviation Authority
- c) A description of Proposer's use of technology, on similar Projects, and the pros and cons, if any, of employing such technology in the performance of 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** – Submit USGSA Form 330 for the Proposer, its proposed key personnel, and subconsultants. Include an Organizational Chart for reference. Provide a resume showing the experience of each individual on similar projects.

- a) It is preferred that Proposers, key personnel, and subconsultants have prior experience as the prime or subconsultant on a minimum of three (3) similar projects within the last five (5) years with a minimum construction value of not less than One Million dollars (\$1,000,000). A non-exhaustive list of anticipated projects is included in Attachment A. Clearly identify each specific qualifying project in the USGSA Form 330.
- b) Provide additional information on other similar services and projects which best represent the Proposer's skill and experience in working on projects of the size, type and complexity of the advertised Services.
- c) It is preferred that Proposers and their key personnel have prior 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. **MWBE/LDB/VBE Requirements** - All Proposers are hereby notified that for non-federal and non-State of Florida funded projects they must comply with: (1) the Minority and Women Business Enterprise (MWBE) Program requirement as defined in the Aviation Authority's MWBE Policy; and, (2) the Local Developing Business/Veteran Business Enterprise (LDB/VBE) Program requirement as defined in the Aviation Authority's LDB/VBE Policy.

The Policies and certified MWBE, LDB, and VBE Directories are available on the Aviation Authority's website at: http://www.orlandoairports.net/small_business

The Aviation Authority will establish MWBE/LDB/VBE Participation Goals for each negotiated project or scope.

DBE Requirements - Proposers are hereby notified that for federal and State of Florida funded projects, they must comply with the Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26, and the Aviation Authority's DBE Participation Program and Policy.

The Policies, Forms, and certified DBE Directory are available on the Aviation Authority's website at: <http://www.orlandoairports.net/airport-business>.

The Aviation Authority will establish DBE Participation Goals for each negotiated project or scope.

The Proposer shall submit a written action plan that demonstrates the Proposer's understanding of the MWBE/LDB/VBE and DBE Participation Programs, and how the Proposer plans to achieve the Participation Goals.

The Aviation Authority's award of each contract addendum is conditioned upon the Proposer satisfying the good faith effort requirements of 49 CFR 26.53. As a condition of responsiveness, the Consultant shall submit the following information with each proposal: (1) the names and addresses of the firms that will participate in the project or scope of work; (2) a description of the work that each firm will perform; (3) the dollar amount of the participation for each firm; (4) written statement that attests their commitment to use the firms listed to meet the Aviation Authority's project goal; (5) if the goal is not met, evidence of good faith efforts undertaken by the Consultant as described in Appendix A to 49 CFR Part 26; and, (6) any other information requested by the Aviation Authority, or otherwise required by law or required by the Aviation Authority's Policies or Programs.

Questions concerning the MWBE/LDB/VBE/DBE Programs can be addressed to the Aviation Authority's Office of Small Business Development, **Attn. Ms. Iranetta Dennis**, Vice President, Greater Orlando Aviation Authority, Orlando International Airport, 5850-B Cargo Road, Orlando, FL 32827; Phone: (407) 825-7130, email: iranetta.dennis@goaa.org. Proposers shall be solely responsible for confirming MWBE/LDB/VBE/DBE subconsultants' experience, capacity, certification, and any other information related to the Services.

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. If written on a claims-made basis, coverage shall apply for 3 years from completion of project/scope of work.
 - 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. Coverage shall include Products Completed Operations and Contractual liability, and naming Owner and City as additional insured.
 - c) Automobile Liability – Minimum of \$5,000,000 ~~per occurrence~~ Combined Single Limit, with maximum deductible or self-insured retention in an amount not exceeding \$100,000

and naming Owner as Additional Insured. 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 - policy limit
\$500,000 disease - each employee

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

6. **Licensure** - Proposers must be licensed professionals 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) Copy of an active Florida Engineering Business Registration for the Proposer.
- b) Copy of the professional registration certificates (licenses) for each proposed key personnel as applicable.
7. **Financial Statements** – Please submit the 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 with the original SOQ only, 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.)
8. **Claims Information** – Disclose all regulatory investigations, 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.
9. **REQUIRED CERTIFICATIONS.** Please complete and include in Tab 9:

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.

CERTIFICATION OF PROPOSER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The Proposer 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 Proposer 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 Proposer 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 Proposer represents that it is (☐) is not (☐) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If a Proposer responds in the affirmative to either of the above representations, the Proposer is ineligible to receive an award that is funded federally unless the Aviation Authority 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.

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 Authority at the Pre-Submittal Conference.

EVALUATION AND AWARD CRITERIA

The Aviation Authority's Procurement Committee will publicly evaluate the proposals and intends to shortlist no less than three (3) of the most qualified Proposers. Among the factors that will be considered in selecting the Proposers who will be shortlisted are their capabilities; adequacy of personnel; past record, including prior experience on similar projects; past performance with the Aviation Authority (if applicable) and past performance with other entities; approach to providing the Services; level and quality of the minority and small business participation written action plan; 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.

Shortlisted Proposers will be scheduled for a presentation and interview. Following the interviews, the Procurement Committee will evaluate the proposals, rank in order of preference, and select the most qualified proposer(s), based on the following evaluation criteria:

EVALUATION CRITERION	MAXIMUM POINTS
Qualifications of Proposer's team including subconsultants	50
Qualifying Projects	35
MWBE/LDB/VBD/DBE Action Plan	5
Other CCNA Factors (willingness to meet time/budget, workload, volume of work previously awarded if applicable)	5
Financial, Claims and Certifications	5
TOTAL	100

In the event of a tie, the top-ranked Proposer will be the Proposer with the most qualified proposed individuals, as determined by the Procurement Committee, in its sole discretion.

The Aviation Authority intends, but is not obligated, to enter into non-exclusive agreements with more than one Proposer to perform the Services. The term of the agreements shall be for a period of five (5) years and continue to completion of the Services for projects that are awarded during the 5-year term.

The Aviation Authority reserves the right to waive any informality in the SOQs, to reject any and all SOQs, to re-advertise for SOQs or to elect not to proceed with the Services for any reason.

All recommendations and decisions regarding award of the Services 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.

After Aviation Authority Board approval of the recommended ranking, the Aviation Authority will commence negotiations with the selected Proposers. **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.

Should the Aviation Authority be unable to negotiate a satisfactory contract that the agency determines to be fair, competitive, and reasonable, negotiations will be terminated with that Proposer and negotiations may be undertaken with the next-ranked Proposer, in accordance with the process set forth in Florida Statutes 287.055, Consultants' Competitive Negotiation Act.

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 Protection 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 Statements of 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 website.

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 Proposal, 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 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 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 Subconsultant/Subcontractor Agreements requiring the Subconsultant/Subcontractor 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.

Attachment A – List of Potential Projects

Attachment B – Proposed Contract

GREATER ORLANDO AVIATION AUTHORITY

ADDENDUM NO. 1
(Issued 11/21/2023)

**GREATER ORLANDO AVIATION AUTHORITY NOTICE OF CONTINUING
PROGRAM AND PROJECT MANAGEMENT SERVICES FOR AIRFIELD, ROADWAY,
AND HORIZONTAL CONSTRUCTION PROJECTS (OAR) (W-00493)
ORLANDO INTERNATIONAL AND EXECUTIVE AIRPORTS**

**This addendum to the above-referenced procurement includes the following
changes to the Submission Requirements:**

Revised Attachment 'A', List of Potential Projects

ATTACHMENT 'A'

List of Potential Projects

MCO

Airfield

Taxiways G & H Rehabilitation - Phase 2 (Construction)
Taxiways E & F Rehabilitation Phases 1 & 2 (Design and Construction)
~~Airsides 1 and 3 Apron Rehabilitation - Phases 1 & 2 (Design and Construction)~~
Airfield Single-Mode Fiber (Design and Construction)
New Runway 36L Cat II/III Infrastructure (Design and Construction)
Select Airsides 1, 2, 3 and 4 Apron Rehabilitation (Design and Construction)
~~Replace Runway 17L/35R In-pavement Lighting with LED~~
Airfield Miscellaneous Projects - Future MCO
Airfield Misc Projects - Future ORL
Airfield lighting and Electrical Upgrades

Ground Transportation

RAC Related Projects
RAC QTA Projects
~~Terminals A&B Rental Car Counter and Lobby Improvements~~
Roadway Improvement Program
Rental Car Expansion Program
Signage - Roadway
~~Employee Parking Lot~~
~~Ground Transportation Facility Pedestrian Bridge~~
Roadway Congestion Management Projects
Parking Improvements

Other

~~Fiber Infrastructure Program~~
Wildlife Attractant Removal (East Airfield)
~~Security Detection System Improvement~~
~~Office Trailers/Warehouse Renovation~~
Advanced Planning Studies (APS)
C/E/F Annex 2 and Parking
GOAA Infrastructure Development for Tenant Projects
~~Airport Power Systems Upgrades~~
Misc. drainage restoration and improvements

Other Airfield, Ground Transportation, Infrastructure or Other project required or identified in the CIP, PFC applications, or yearly project requests.

ATTACHMENT 'A'

List of Potential Projects

ORL

Airfield

- Runway 7-25 Rehabilitation (Design and Construction)
- Runway 13-31 Rehabilitation (Design and Construction)
- East Ramp Rehabilitation Phase 1a (Western/CBP Area) (Construction)
- East Ramp Rehabilitation Phase 1b (Balance of Original Phase 1) (Construction)
- East Ramp High Mast Lighting (Design and Construction)
- Airfield Lighting & Signage Improvements - Multiple Phases (Design and Construction)
- Taxiway A Rehabilitation (Eastern Section - Design and Construction)
- Taxiway A Connectors (Design and Construction)
- Runway 7-25 Centerline (Rubble removal, clean and re-stripe)
- Airport Markings Assessment

Land Development, Roadway and Other

- ORL Master Plan Update
- ORL Fencing Upgrades
- Improvements to Colonial Promenade (Funded in FY 2022)
- Roadway and Parking Improvements
- Stormwater Restoration Project (Phase 1 - FEMA Stormwater Projects)
- Airport Beacon (Construction)

Other Airfield, Ground Transportation, Infrastructure or Other project required or identified in the CIP, PFC applications, or yearly project requests.

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						

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	<p>For the purpose of this policy, the following words or phrases shall mean:</p> <p>Authorized Approver. An employee appointed by the Aviation Authority Board and holding office at the level of Vice President or above.</p> <p>Authorized Travelers (Travelers)</p> <ul style="list-style-type: none">• 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. <p>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.</p> <p>Common Carrier. Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.</p> <p>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.</p> <p>Daily Travel. All travel, including conferences and seminars that do not require an overnight stay.</p> <p>Day of Travel. Day of departure and day of return for authorized travel.</p>

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 \$10,000
Automobile Liability: Maximum Deductible or Self-insured Retention:	\$5,000,000 Combined Single Limit \$10,000
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 \$10,000

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)
11/27/2023

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 Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Erika Cox		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS: Erika.Cox@ioausa.com		
INSURED Loyal Wingman, LLC 2118 Hoffner Avenue Belle Isle, FL 32809	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Phoenix Insurance Company		25623
	INSURER B : Travelers Casualty Insurance Company of Americ		19046
	INSURER C : Travelers Property Casualty Company of America		25674
	INSURER D : Travelers Casualty & Surety Company		19038
	INSURER E : Travelers Casualty & Surety Company of America		31194
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

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	
A	X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		660-9S31713A	11/16/2023	11/16/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
								MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
B	X	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>	X		BA-4T816921-23-47-G	11/16/2023	11/16/2024	BODILY INJURY (Per person)	\$
		HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
									\$
C	X	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/>						EACH OCCURRENCE	\$ 4,000,000
		CLAIMS-MADE			CUP-9S318310-23	11/16/2023	11/16/2024	AGGREGATE	\$ 4,000,000
		DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
D	X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A	UB-9S318186-23	11/16/2023	11/16/2024	E.L. EACH ACCIDENT	\$ 500,000
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
								E.L. DISEASE - POLICY LIMIT	\$ 500,000
E		Professional Liabili			107541139	11/16/2023	11/16/2024	All Claims	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Greater Orlando Aviation Authority is additional insured with respect to General Liability and Automobile Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Greater Orlando Aviation Authority 5855 Cargo Road Orlando, FL 32827	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