

# **AGREEMENT FOR PROFESSIONAL SERVICES**



## **Agreement for Continuing Environmental Engineering Consultant Services Orlando International and Executive Airports**

**by and between**

**The Greater Orlando Aviation Authority  
and  
Montrose Environmental Solutions, Inc.**



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**AGREEMENT  
FOR  
CONTINUING PROFESSIONAL SERVICES**

**THIS AGREEMENT** is effective this day of Jan 12, 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 **Montrose Environmental Solutions, Inc.**, ("Consultant"), a Delaware corporation licensed to do business in Florida, with a business address at **5858 S. Semoran Blvd., Orlando FL 32822**.

**WITNESSETH:**

**WHEREAS**, the Owner desires to employ the Consultant to provide Continuing Environmental Engineering Consultant Services, as described herein, at the Orlando International and Executive Airport ("Airport"); and

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

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

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

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

**ARTICLE 1 - GENERAL PROVISIONS**

**1.1 Basic Definitions**

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

**1.1.1 Additional Services**

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

**1.1.2 Agreement**

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

**1.1.3 Basic Services**

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

#### 1.1.4 Government Entities

The following abbreviations will be used throughout this Agreement:

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

#### 1.1.5 Consultant's Compensation

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

#### 1.1.6 Services

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

### **ARTICLE 2 –SERVICES TO BE PROVIDED BY THE CONSULTANT**

#### **2.1 Basic Services**

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

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

#### **2.2 Additional Services**

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

#### **2.3 Personnel**

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

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

## **2.4 Subconsultants**

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

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

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

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

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

2.4.6 All Services performed by Subconsultants under this Agreement shall be pursuant to an appropriate written agreement between the Consultant and each Subconsultant. The Consultant shall require each Subconsultant to be bound to the Consultant by all the terms of this Agreement, and to be responsible to the Consultant for all the obligations and responsibilities for which the Consultant, pursuant to this Agreement, is responsible to the Owner, except as provided in Paragraph 15.5.12. 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 negligent act, errors or omissions, or intentional misconduct of the Consultant or any Subconsultants.

## **2.8 Consultant's Obligation to Repair Damaged Property**

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

## **2.9 Owner's Approval Shall Not Relieve Consultant of Responsibility**

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

## **2.10 Non-Exclusive Rights**

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

## **2.11 Consultant's Compliance with Laws and Regulations**

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

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



2.11.3 Effective January 1, 2021, the Consultant shall register with and utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (E-Verify), in accordance with the terms governing the use of the system, to verify the work authorization status of all newly hired employees, performing work in the United States. The Consultant shall include an express provision in all Subcontracts requiring the Subconsultants and Subcontractors to do the same and require all Subconsultants and Subcontractors to provide the Consultant with an affidavit stating that the Subconsultant/Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant must retain all such affidavits for the duration of the Contract. In accordance with Florida Statutes §448.095, the Owner shall terminate this Contract if Owner has a good faith belief that the Consultant knowingly employs an unauthorized alien or has otherwise violated Florida Statute §448.09(1). The Owner shall require the Consultant to terminate the contract of a Subconsultant/Subcontractor if Owner has a good faith belief that the Subconsultant/Subcontractor has knowingly violated Florida Statute §448.09(1). The Consultant may challenge any such termination in accordance with Florida Statutes §448.095. Consequences for a violation of this subsection also include liability for the Owner's costs as a result of the termination and debarment for at least one (1) year in accordance with Florida Statutes §448.095.

## **2.12 Consultant Is Not Owner's Agent**

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

## **2.13 Reduced Scope of Services**

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

## **2.14 Suspension**

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

## **2.15 Consultant's Representative**

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

## **ARTICLE 3 - OWNER'S RESPONSIBILITIES**

### **3.1 Furnishing Information and Instructions; Examination of Documents**

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

### **3.2 Review of Consultant's Submittals**

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

### **3.3 Reasonable Access**

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

### **3.4 Owner's Representative**

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

## **ARTICLE 4 – TIME**

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

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

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

4.4 If, at any time prior to completion of the Services, the Consultant determines that the Services are not progressing according to the schedule as set forth in the Addendum, the Consultant shall immediately notify the Owner in writing and shall provide a description of the cause of the delay, the effect on the schedule and the recommended action to meet the schedule.

## ARTICLE 5 – PAYMENTS TO CONSULTANT FOR SERVICES AND REIMBURSABLE EXPENSES

### 5.1 Compensation for Services

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

### 5.2 Reimbursable Expenses

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

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

### 5.3 Invoices

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

5.3.2 Monthly invoices shall also contain the following information:

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

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

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

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

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

#### **5.4 Adjustment to Fees**

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

#### **5.5 Annual Rate Adjustment**

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

### **ARTICLE 6 - RECORDS**

#### **6.1 Maintenance of Records**

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

#### **6.2 Records Availability**

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 Agreement 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 to which the records relate 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](http://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 three (3) years from the effective date shown on Page 1. The Owner, with the mutual agreement of the Consultant, may elect to renew this Agreement for two (2) additional one-year periods. The Consultant shall perform all services authorized during any renewal period in accordance with the terms and conditions set forth herein.

### **7.2 Agreement Termination – Default**

This Agreement 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. 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 Owner may take over the work and prosecute the same to completion by contract 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. If, after notice of termination for failure to fulfill contract 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.

### **7.3 Agreement Termination – Convenience**

This Agreement may be terminated in whole or in part in writing by the Owner for its convenience and an equitable adjustment in the contract price shall be made; provided, however, that the Consultant shall be given (1) not less than thirty (30) calendar days written notice of intent to terminate; and (2) an opportunity for consultation with the Owner (in the manner determined by the Owner in its sole discretion) prior to termination.

### **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.

## **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 Article 7 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.

# **ARTICLE 8 – DOCUMENTS AND DRAWINGS**

## **8.1 Furnishing Copies**

8.1.1 Except as otherwise provided in this Agreement or in any Addendum hereto, the Consultant shall furnish the Owner one (1) editable electronic media copy in original software format, one (1) in PDF format and one (1) hard copy of all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, and all other documents and instruments of any type or nature (except working papers), which have been prepared by the Consultant or by the Subconsultants in rendering Services. The Consultant further agrees that at the Owner's request, the Consultant shall cause one or more of its qualified employees to review promptly personally with the Owner's designated representatives any and all such drawings and documents. Copies of drawings and documents shall be furnished to the Owner by the Consultant at the Owner's request, and except as otherwise provided in any Addendum for Additional Services, the Consultant shall receive a reasonable amount for reimbursement of its cost for such additional copies.

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

## **8.2 Ownership**

All documents prepared or accumulated by the Consultant in rendering Services shall be the sole property of the Owner and the Owner shall be vested with all rights therein of whatever kind and however created; provided, however,

that the Consultant shall have no liability to the Owner for the Owner's use of the Consultant's work product unless used in connection with this Agreement or any Amendments or Addenda thereto, or for the Owner's use of work product of the Consultant which is delivered to the Owner in incomplete form, accompanied by written notice to the Owner that such work is incomplete describing in sufficient detail why the documents are incomplete. No reports, maps, drawings, specifications or other documents produced in whole or in part under this Agreement shall be the subject of any application for copyright by or on behalf of the Consultant or any of its Subconsultants.

### **8.3 Identification of Documents**

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

### **8.4 Confidentiality**

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

### **8.5 Sensitive Security Information**

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

8.5.1 SSI: Sensitive Security Information – also noted as (SSI) – is information that, if publicly released, would be detrimental to transportation security, as defined by Federal regulation 49 C.F.R. part 1520. Although SSI is not classified information, there are specific procedures for recognizing, marking, protecting, safely sharing, and destroying SSI. Persons receiving SSI are considered "covered persons" under the SSI regulation in order to carry out responsibilities related to transportation security and are obligated to protect this information from unauthorized disclosure.

- 8.5.2 A. The following information indicates requirements for access to, control of, and/or distribution of Project Documents Marked as Sensitive Security Information or SSI.
1. You Must – Lock All SSI: Store SSI in a secure container such as a locked file cabinet or drawer (as defined by Federal regulation 49 C.F.R. part 1520.9 (a)(1)).
  2. You Must – When No Longer Needed, Destroy SSI: Destruction of SSI must be complete to preclude recognition or reconstruction of the information (as defined by Federal regulation 49 C.F.R. part 1520.19).
  3. You Must – Mark SSI: The regulation requires that even when only a small portion of a paper document contains SSI, every page of the document must be marked with the SSI header and footer shown at left (as defined by Federal regulation 49 C.F.R. part 1520.13). Alteration of the footer is not authorized.



- B. Reasonable steps must be taken to safeguard SSI. While the regulation does not define reasonable steps, the TSA SSI Branch offers the following best practices as examples of reasonable steps:
1. Use an SSI cover sheet on all SSI materials.
  2. Electronic presentations (e.g., PowerPoint) should be marked with the SSI header on all pages and the SSI footer on the first and last pages of the presentation.
  3. Spreadsheets should be marked with the SSI header on every page and the SSI footer on every page or at the end of the document.
  4. Video and audio should be marked with the SSI header and footer on the protective cover when able and the header and footer should be shown and/or read at the beginning and end of the program.
  5. CDs/DVDs should be encrypted or password-protected and the header and footer should be affixed to the CD/DVD.
  6. Portable drives including "flash" or "thumb" drives should not themselves be marked, but the drive itself should be encrypted or all SSI documents stored on it should be password protected.
  7. When leaving your computer or desk you must lock all SSI and you should lock or turn off your computer.
  8. Taking SSI home is not recommended. If necessary, get permission from a supervisor and lock all SSI at home.
  9. Do not handle SSI on computers that have peer-to-peer software installed on them or on your home computer.
  10. Transmit SSI via email only in a password protected attachment, not in the body of the email. Send the password without identifying information in a separate email or by phone.
  11. Passwords for SSI documents should contain at least eight characters, have at least one uppercase and one lowercase letter, contain at least one number, one special character and not be a word in the dictionary.
  12. Faxing of SSI should be done by first verifying the fax number and that the intended recipient will be available promptly to retrieve the SSI.
  13. SSI should be mailed by U.S. First Class mail or other traceable delivery service using an opaque envelope or wrapping. The outside wrapping (i.e. box or envelope) should not be marked as SSI.
  14. Interoffice mail should be sent using an unmarked, opaque, sealed envelope so that the SSI cannot be read through the envelope.
  15. SSI stored in network folders should either require a password to open or the network should limit access to the folder to only those with a need to know.
  16. Properly destroy SSI using a cross-cut shredder or by cutting manually into less than ½ inch squares.
  17. Properly destroy electronic records using any method that will preclude recognition or reconstruction.
  18. Maintain an up-to-date record of all SSI Documents and list of persons with access to SSI Documents.
- C. When transmitting SSI, the SSI marking must be applied to the transmittal document (letter, memorandum, or fax). The transmittal document must contain, if applicable, a disclaimer noting that it is no longer SSI when it is detached from the SSI it is transmitting (transmittal e-mails do not need to contain this disclaimer), and a warning that if received by an unintended or different recipient, the sender must be notified immediately.

- D. When discussing or transmitting SSI to another individual(s), DHS Covered Persons must ensure that the individual with whom the discussion is to be held or the information is to be transferred has a valid Need-to-know. In addition, DHS Covered Persons must ensure that precautions are taken to prevent unauthorized individuals from overhearing the conversation, observing the materials, or otherwise accessing the information.
- E. SSI shall be mailed in a manner that offers reasonable protection of the sent materials and sealed in such a manner as to prevent inadvertent opening and show evidence of tampering.
- F. SSI may be mailed by U.S. Postal Service First Class Mail or an authorized commercial delivery service such as DHL or Federal Express.
- G. SSI may be entered into an inter-office mail system provided it is afforded sufficient protection to prevent unauthorized access, e.g., sealed envelope.

#### 8.5.3 ACKNOWLEDGEMENT OF SENSITIVE SECURITY INFORMATION

- A. The Owner has deemed there may be components of this project to be of critical concern due to said component scope. Executing this document is acknowledging the Security Sensitive Information (SSI) requirements and the proper Safeguarding of Sensitive but Unclassified Information.

- B. Below is the SSI language from 49 CFR Part 15.13 that will be incorporated into the all construction drawing sheets and on the project manual components that are SSI:

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520 or that may be otherwise exempt from public disclosure pursuant to Florida Statutes sections 331.22, 119.071, and/or 281.301. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of both the Greater Orlando Aviation Authority and either the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action.

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

- records.
5. Violation of this nondisclosure agreement or of the attached federal regulations is grounds for a civil penalty and other enforcement or corrective action by DOT and DHS and, if awarded the contract, will be cause for termination.
- C. The following documents are by reference:
- 49 CFR Part 15
  - 49 CFR Part 1520
  - Sensitive Security Information – Best Practices Guide for Non-DHS Employees and Contractors.
  - Sensitive Security Information – SSI Quick Reference Guide for DHS Employees and Contractors
  - DHS Form 11000-6 (08-04) – Department of Homeland Security Non- Disclosure Agreement.

## ARTICLE 9 - NOTICES

### 9.1 Consultant

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

### 9.2 Owner

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

### 9.3 Change of Address

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

## ARTICLE 10 - REMEDIES; ATTORNEYS' FEES AND COSTS

**10.1** All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to any party at law or in equity. In the event one party shall prevail in any action (including appellate proceedings), at law or in equity arising hereunder, the losing party will pay all costs, expenses, reasonable attorneys' fees and all other actual and reasonable expenses incurred in the defense and/or prosecution of any legal proceeding, including, but not limited to, those for paralegal, investigative and legal support services and actual fees charged by expert witnesses for testimony and analysis, incurred by the prevailing party referable thereto.

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

defined in **Exhibit "A."** The parties hereby consent to the jurisdiction the Circuit Court of the Ninth Judicial District in and for Orange County, Florida.

### **10.3 Governing Law**

The Agreement shall be governed by the laws of Florida.

### **10.4 Successors and Assigns**

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

## **ARTICLE 11 - WARRANTIES OF CONSULTANT**

### **11.1 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 therefor 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 or 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 - COVENANTS AGAINST DISCRIMINATION**

### **17.1 Applicable Regulations**

The Consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance and that it shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the DOT - effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended. This provision binds the Consultant and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of the Title VI of the Civil Rights Act of 1964.

### **17.2 Reporting Requirements**

The Consultant will provide all information and reports required by said Regulations, or by 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, the FDOT or the FAA to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of the Consultant is in the exclusive possession

of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner, the FDOT or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information. The Consultant shall remain obligated under this paragraph until the expiration of five (5) years after the termination of this Agreement. In the event of breach of any of the above nondiscrimination covenants, the Owner shall have the right to impose such contract sanctions as it or the FDOT, the FAA or other applicable government entity may determine to be appropriate, including withholding payments to the Consultant under this Agreement or canceling, terminating, or suspending this Agreement, in whole or in part. The rights granted to the Owner by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

### 17.3 Affirmative Action

Further, the Consultant shall undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, religion, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Such activities 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 assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Consultant assures that it shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection or retention of Subconsultants. The Consultant assures that it will require that its Subconsultants provide assurances to the Consultant that they similarly will undertake affirmative action programs and that they will require assurances from their Subconsultants, as required by 14 CFR Part 152, Subpart E, to the same effect.

### 17.4 Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies;

and/or



b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **17.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following 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.*).

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 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](mailto: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](mailto:GOAA@integritycounts.ca) or through the online reporting form at [www.integritycounts.ca/org/GOAA](http://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.

# **ARTICLE 20 – SPECIAL PROVISIONS, EXHIBITS AND DOCUMENTS**

## **20.1 Federal Fair Labor Standards Act**

All contracts and subcontracts that result from this contract 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.

## **20.2 Occupational Safety and Health Act of 1970**

All contracts and subcontracts that result from this contract 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 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.

## **20.3 Additional Exhibits**

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**




Approved as to Form and Legality (for the benefit of  
GOAA only) on Jan 12, 2024



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

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

**MONTROSE ENVIRONMENTAL SOLUTIONS, INC.**

By:   
   
Signature (Duly Authorized Rep.)  
Ellen M. Eveland  
Printed Name  
Vice President  
Title

## **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

### **Consultant's Representative**

Jim Cotton  
Montrose Environmental Solutions, Inc.  
5858 S. Semoran Blvd.  
Orlando FL 32822

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

- ☐ Board Meeting Minutes
- ☐ Consultant's Hourly Rates
- ☐ Designer's General Scope of Services, EDC-09
- ☐ 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, MWBE and LDB/VBE Certifications
- ☐ DBE, MWBE and LDB/VBE 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.





## GREATER ORLANDO AVIATION AUTHORITY

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

### MEMORANDUM

TO: Members of the Aviation Authority

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

DATE: December 13, 2023

### ITEM DESCRIPTION

Recommendation of the Procurement Committee to Rank Firms Shortlisted for Continuing Environmental Engineering Consulting Services at the Orlando International Airport, Orlando Executive Airport and Other Facilities operated by the Aviation Authority

### BACKGROUND

On August 20 and 23, a notice was publicly advertised requesting Statements of Qualifications (SOQs) for Continuing Environmental Engineering Consulting Services at the Orlando International Airport, Orlando Executive Airport and Other Facilities operated by the Aviation Authority.

This procurement is to provide continuing environmental engineering services and related professional services, including but not limited to, environmental consulting services; conducting all phases of environmental contamination assessments for petroleum and hazardous materials; preparing reports and providing pertinent training as required by federal, State of Florida, and local agencies; storage tank management; coordination with regulatory agencies and remedial contractors; emergency response to fuel, petroleum and hazardous materials incidents, including immediate response to limit releases to the environment, performance of initial remedial actions and other related services including coordination with the Aviation Authority, its Consultants, the City and all agencies having jurisdiction over the Facilities.

The Services may also include studies and preparation of reports involving scope definition and validation of projects, analysis of environmental design parameters, budget development, evaluation and documentation of existing conditions; environmental design, bid/procurement and award, permitting, environmental construction administration, technical support and review of documents prepared by others, environmental management support on various Authority projects and all other environmental engineering and related professional services which may be required.

### ISSUES

By October 4, 2023, five firms responded to the Aviation Authority's advertisement for the above-referenced services as follows, in alphabetical order:

- CDM Smith, Inc.
- Langan Engineering and Environmental Services, Inc.
- Montrose Environmental Solutions, Inc.
- PPM Consultants, Inc.
- Terracon Consultants, Inc.

On October 24, 2023, the Procurement Committee (PC) met to consider the responses. Based on the SOQs, staff's evaluations, and past performances on Aviation Authority or related projects, the PC shortlisted all five firms for further consideration as follows, in alphabetical order:



- CDM Smith, Inc.
- Langan Engineering and Environmental Services, Inc.
- Montrose Environmental Solutions, Inc.
- PPM Consultants, Inc.
- Terracon Consultants, Inc.

On November 15, 2023, the PC met to consider the shortlisted firms. Each firm was provided 30 minutes for the interview session, 10 minutes for an introduction followed by a 20-minute question/answer session conducted by the PC. Each of the shortlisted firms was interviewed and evaluated by the PC based on the following criteria:

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

At the conclusion of the interviews, the PC 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 three top-ranked Proposers.

The weighted scores per category and Proposer are as follows:

W-00469 Procurement Committee Evaluation	Scoring Range	CDM Smith	Langan Engineering & Environmental	Montrose Environmental	PPM Consultants	Terracon Consultants
<b>QUALIFICATIONS OF PROPOSED INDIVIDUALS AND PROPOSED APPROACH</b>						
• Ability of the proposed individuals to furnish the required services	1-50	39	37	43	35	43
• Experience and qualifications of the proposed individuals						
• Proposed approach (in the Executive Brief section)						
• Preferred: Three similar projects within the last five years						
<b>QUALIFYING PROGRAMS/PROJECTS OF PROPOSER</b>						
• Past performance, including the similarity of the qualifying programs/projects	1-30	25	24	28	20	27
• Breadth and depth of experience on the qualifying programs/projects						
• Past performance with the Authority (if applicable)						
• Past performance with other entities, references						
• Preferred: 3 similar projects within the last five years						
<b>APPROACH TO SMALL BUSINESS COMPLIANCE</b>						
• Demonstrated understanding of the Authority's Programs	1-10	7	7	9	7	7
• Proposed approach for this contract						
<b>OTHER CCNA FACTORS</b>						
• Willingness to meet time and budget requirements (availability to start)	1-10	8	8	8	8	8
• Recent, current, and projected workload of the firm (commitment to completion)						
• Volume of work previously awarded to each firm (without violating the principle of selection of the most qualified)						
<b>TOTAL</b>	100	79	76	88	70	85

It was the consensus of the PC that the Proposers should be ranked as follows, and recommended award of no-cost agreement with the three top-ranked firms:

- First: Montrose Environmental Solutions, Inc.**  
**Second: Terracon Consultants, Inc.**  
**Third: CDM Smith, Inc.**  
 Fourth: Langan Engineering and Environmental Services, Inc.  
 Fifth: PPM Consultants, Inc.

## SMALL BUSINESS

Proposers were required to (1) prepare a written action plan that demonstrates the Proposer's understanding of the Aviation Authority's Small Business Participation Program, and how the Proposer will achieve the participation goals for these types of services; and (2) submit proposed small business participation schedules showing where proposed participation could be achieved. All five proposers submitted thorough written actions plans and proposed participation schedules detailing where participation could be achieved. The Aviation Authority will establish Small Business Participation goals for each negotiated project or scope.

## **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 and (1) approve the ranking of the shortlisted firms for Continuing Environmental Engineering Consulting Services at the Orlando International Airport, Orlando Executive Airport and Other Facilities operated by the Aviation Authority as follows: First – Montrose Environmental Solutions, Inc.; Second – Terracon Consultants, Inc.; Third – CDM Smith, Inc.; Fourth – Langan Engineering and Environmental Services, Inc.; and Fifth: PPM Consultants, Inc.; (2) authorize hourly rate negotiations with the three top-ranked firms in accordance with the Aviation Authority's policy; and, (3) subject to successful negotiations with the three top-ranked firms: (a) approve a no cost Continuing Environmental Engineering Consulting Services Agreement at the Orlando International Airport, Orlando Executive Airport and Other Facilities operated by the Aviation Authority, with the three top-ranked firms for its negotiated hourly rates; and, (b) authorize an Aviation Authority Officer or the Chief Executive Officer to execute the necessary contract documents following satisfactory review by legal counsel.

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## *Hourly Rates Report By Vendor*

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<i>Office</i>	<i>Position</i>	<i>Hourly Rate</i>	<i>Effective</i>	<i>Renog. Date</i>	<i>Comments</i>
<b><u>Montrose Environmental Solutions, Inc.</u></b>					
HOME	Administrative Assistant	\$76.00	01/11/24	01/11/25	
HOME	CAD/GIS/BIM Analyst	\$67.00	01/11/24	01/11/25	
HOME	Chemist	\$113.00	01/11/24	01/11/25	
HOME	Database Administrator	\$115.00	01/11/24	01/11/25	
HOME	Multiplier	\$2.95	01/11/24	01/11/25	
HOME	Principal	\$246.00	01/11/24	01/11/25	
HOME	Senior Engineer	\$199.00	01/11/24	01/11/25	
HOME	Senior Project Manager	\$177.00	01/11/24	01/11/25	
FIELD	Biologist	\$109.00	01/11/24	01/11/25	
FIELD	Field Geologist	\$88.00	01/11/24	01/11/25	
FIELD	Project Geologist	\$115.00	01/11/24	01/11/25	
FIELD	Senior Geologist	\$151.00	01/11/24	01/11/25	



Document No:

**GOAA-EDC - 09**

<b>Title:</b>	<b>DESIGNER'S GENERAL SCOPE OF SERVICES</b>
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## SECTION 1 – GENERAL

### 1.0 Purpose

This EDC-09 further defines the scope of services required from the Designer for both Basic Services and Additional Services under a Professional Services Agreement (“Agreement”) with the Greater Orlando Aviation Authority (“Owner”), and any addenda or amendments thereto with an architectural or engineering firm.

### 1.1 Basic Definitions

The following terms have the meanings indicated, which are applicable to both the singular and plural thereof, wherever used in the Agreement and the Exhibits, documents and drawings referenced therein:

#### 1.1.1 Design Services

Design Services shall refer to and include all services set forth in a Professional Services Agreement with an architectural or engineering firm.

#### 1.1.1 Designer

The term “Designer” as used throughout the Agreement, Exhibits, EDCs, and the drawings and documents referenced therein, shall have the same meaning as the term “Consultant,” as defined in the Agreement.

#### 1.1.2 Construction Cost

“Construction Cost” means the total cost to the Owner of those portions of the entire Project designed or specified by the Designer. Construction Cost does not include the Designer’s compensation and expenses, the cost of land, rights-of-way, or for damages to properties, or the Owner’s legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to the Owner.

#### 1.1.3 General Provisions

The term “General Conditions” means the Owner’s 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 Design services are

required. All scope required of the Designer in the General Provisions are incorporated by this reference.

#### 1.1.4 Owner

The "Owner" is the person or entity identified as such in the Agreement and is referred to throughout the Exhibits, EDCs, the drawings and documents of the Owner's Master Design Guidelines as if singular in number.

#### 1.1.5 Owners Authorized Representative (OAR)

The OAR is either the Owner's staff, non-staff person or entity identified to provide administration of the Agreement and shall be selected by the Owner. The specific person or entity which will perform the OAR's responsibilities shall be identified at the beginning of these Sections. The OAR is referred to throughout the Exhibits, EDCs, the drawings and documents of the Owner's Master Design Guidelines. The OAR will utilize EDC-27 GOAA Engineering Procedures for Senior Project Manager design management and EDC-35 Owner's Authorized Representative General Scope of Services for Construction.

#### 1.1.6 Terms Defined in Other Documents

Except as otherwise defined herein, the capitalized terms in this Agreement which are defined in the General Provisions or the Agreement for Professional Services will have the same meaning throughout the Agreement.

### 1.2 Coordination with Other Documents

1.2.1 The Owner's General Provisions will be used as the general provisions for construction of the Project and this EDC. The Designer's scope of services shall include all the services described in the General Conditions as by Designer. The Designer shall not specify or modify documents in conflict with these General Provisions. The Owner's and OAR's scope of services are described and defined in the General Provisions. This EDC-09 is attached to the Professional Services Agreement for Design Services.

## SECTION 2 - BASIC SERVICES TO BE PROVIDED BY THE DESIGNER

### 2.1 Design Services Checklist and Deliverables

2.1.1 The Design Services Checklist, EDC-08, is incorporated into the Agreement by reference. EDC-08 defines specific Services required from the Designer under the Agreement, but is not intended to limit the services to provided by the Designer, and is not considered to be all inclusive of the services required to complete the Work. The Designer is solely responsible for providing a complete and thorough design of the Project.

2.1.2 The "Project Deliverables" set forth in EDC-06 is also incorporated into the Agreement by reference. EDC-06 defines the minimum requirements for drawings and documents prepared by the Designer for the Owner. Complex systems may require greater detail or large scales to adequately define the scope of work.

## 2.2 Data Collection/Preliminary Design Phase

2.2.1 The Designer shall attend the Design Kick-Off Meeting. The purpose of the meeting will be to discuss the Project requirements and to introduce the Designer's and Owner's representatives for the Project.

2.2.2 After the Design Kick-Off Meeting, the Designer shall review the Owner's library of Record Drawings and Documents and select the drawings and documents, if any, which may be applicable to the Project. The Designer shall also field verify both the applicable Record Drawings and Documents, and existing site conditions, as required by the Project Deliverables, EDC-06.

2.2.3.1 The Designer is responsible to have knowledge of the project's geographical location and the environmental conditions for the construction and operation of the facility. The Design shall identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed by the Designer with whom consultation is to be undertaken in connection with the Project.

2.2.3.1.1 The Designer shall thoroughly familiarize itself with all existing conditions and available as-built documentation that relate in any way to the Project or Services requested.

2.2.3.1.2 The Designer is responsible to identify all the permitting requirements for the construction and operation of the facility and provide the listing to the Authority at the 30% design submittal. The Permit Listing shall include a schedule of when the permits will be required for the Project.

2.2.3.1.3 For phased Work the Permit Listing shall also include any required multiple permits needed to obtain a Certificate of Occupancy.

2.2.3.2 The Designer shall not contact the permitting authorities directly on the Owner's behalf without the Owner's consent.

2.2.3.3 For projects funded by the Federal Aviation Administration (FAA) and project funded by the Florida Department of Transportation (FDOT), the Design and Engineer's Report shall comply with all FAA and FDOT requirements as promulgated by the FAA's Orlando Airport District Office and by the FDOT.

2.2.4 The Designer shall evaluate alternate solutions available and, after consultation with the Owner, recommend to the Owner those solutions which, in the Designer's judgment, best meet the Owner's requirements for the Project.

2.2.5 The Designer shall prepare a Preliminary Engineering Report which will contain the statement of the Owner's requirements for the Project, and, as appropriate, will contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the considerations involved and those alternate solutions available to the Owner which the Designer recommends. This Report shall be accompanied by the Designer's updated opinion of Construction Cost for each solution which is recommended for the Project.

2.2.6 The Designer shall submit this Preliminary Engineering Report to the Owner, and revise it as required to resolve the Owner's comments.

## 2.3 Schematic Design (30%)

2.3.1 Based on the approved Preliminary Engineering Report, the recommended solutions selected by the Owner and the specific modifications or changes in the scope, extent, character or design requirements of the Project agreed upon by the Owner and Designer in writing, the Designer shall prepare the preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project. The requirements for the 30% Submittal are further defined in EDC-06.

2.3.2 The Designer shall prepare and submit a revised opinion of probable Construction Cost based upon the 30% Submittal. When required by the owner the Designer shall reconcile this estimate with an independent estimate prepared by others.

2.3.3 The Designer shall participate in a Technical Review meeting with the Owner to review and address Owner's comments on the 30% submittal. The Designer shall also prepare and submit to the Owner, no later than two (2) weeks after the Technical Review Meeting, or prior to the next submittal, whichever occurs first, a written reply to each of Owner's comments which explains how each comment is being resolved, and where the resolution will be in the plans, specifications or contract documents.

## 2.4 Design Development (60%)

2.4.1 On the basis of the Schematic Design documents, including the Owner's comments after review of the 30% Submittal, the modifications or changes in the scope, extent, character or design requirements of the Project agreed upon by the Owner and Designer and the revised reconciled opinion of probable Construction Cost, the Designer shall prepare for incorporation in the Contract Documents intermediate Specifications and Drawings showing the scope, extent and character of the Work to be performed and furnished by the Designer, and as further defined in EDC-06.

2.4.2 The Designer shall provide technical criteria, written descriptions, design data and completed permit application forms for the Owner's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and shall assist the Owner in consultations with appropriate authorities. The Designer shall not, however, directly contact such permitting authorities on the Owner's behalf without the prior consent of the Owner.

2.4.3 The Designer shall prepare and submit a revised opinion of probable Construction Cost, and define any adjustments to the estimate since completion of the 30% estimate. When required by the owner the Designer shall reconcile the 60% estimate with an independent estimate prepared by others.

2.4.4 The Designer shall prepare, as part of its 60% submittal, for review and approval by the Owner, its legal counsel and other advisors, preliminary contract agreement forms, general conditions and other conditions, and bid forms, invitations to bid and instructions to bidders, all of which will be consistent in form and substance with the standard forms and pertinent guide sheets provided by the Owner.

2.4.3 The Designer shall participate in a Technical Review meeting with the Owner to review and address Owner's comments on the 60% submittal. The Designer shall also prepare and submit to the Owner, no later than two (2) weeks after the Technical Review Meeting, or prior to the next submittal, whichever occurs first, a written reply to each of Owner's comments which explains how each comment is being resolved, and where the resolution will be in the plans, specifications or contract documents.

## 2.5 Construction Documents (95%)

2.5.1 On the basis of the Design Development Design documents, including the Owner's comments after review of the 60% Submittal, the modifications or changes in the scope, extent, character or design requirements of the Project agreed upon by the Owner and Designer and the revised reconciled opinion of probable Construction Cost, the Designer shall prepare for incorporation in the Contract Documents final Specifications and Drawings showing the scope, extent and character of the Work to be performed and furnished by the Designer, and as further defined in EDC-06.

2.5.2 The Designer shall prepare, and include in the 95% submittal, for review and approval by the Owner, its legal counsel and other advisors, final contract agreement forms, General Provisions and supplementary conditions, and bid forms, invitations to bid and instructions to bidders.

2.5.3 The Designer shall participate in a Technical Review meeting with the Owner to review and address the Owner's comments on the 95% submittal. The Designer shall also prepare and submit to the Owner, no later than two (2) weeks after the Technical Review Meeting, or prior to the next submittal, whichever occurs first, a written reply to each of the Owner's comments which explains how each comment is being resolved, and where the resolution will be in the plans, specifications or contract documents.

## 2.6 Bid Documents

2.6.1 The Designer shall participate in a Technical Review meeting with the Owner to review and address Owner's comments on the 100% submittal. The Designer shall also prepare and submit to the Owner, no later than one (1) week after the Technical Review Meeting, or prior to the next submittal, whichever occurs first, a written reply to each of Owner's comments which explains how each comment is being resolved, and where the resolution will be in the plans, specifications or contract documents. The Designer shall resolve all of the comments from the Owner's review of the 95% Submittal, and modify the Specifications, Drawings and Bid Documents accordingly to produce the 100% complete Bid Documents.

2.6.2 The Designer shall prepare and submit an updated opinion of probable Construction Cost and define any adjustments to the estimate since completion of the 95% estimate. The Designer shall reconcile the 100% estimate with an independent estimate prepared by others.

## 2.7 Bidding and Award

2.7.1 The Designer shall assist the Owner in advertising for and obtaining bids or proposals for the contract for construction, materials, equipment and services; maintain a record of prospective bidders to whom Bid Documents have been issued; attend Pre-Bid Conferences; reproduce and distribute Bid Documents and Addenda to the Owner, plan rooms and prospective Bidders; and receive and process payments, if any, for Bid Documents.

2.7.2 The Designer shall prepare and issue Bid Addenda, as required, to clarify, correct or change the Bid Documents.



2.7.3 The Designer shall attend the Bid Opening, prepare bid tabulation sheets and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. The Designer will review bids and proposals and any relevant market conditions related to such bids, and provide a written evaluation thereof, including a detailed analysis of bids potentially subject to award which may appear to be unreasonably higher or lower than the reconciled estimate (when applicable), and provide a recommendation to award. The Designer shall note in the evaluation any irregularities, deviations, qualifications or conditions set forth in such bids or proposals.

## 2.8 Construction Phase

2.8.1 The Designer shall attend the Pre-NTP and Pre-Construction Conference meetings conducted by the Owner prior to the start of construction activities.

2.8.2 The Designer shall prepare, reproduce and distribute Contract Documents and Specifications, and Conformed Contract Documents and Specifications to the Owner, Contractor and the Owner's Authorized Representative (OAR).

2.8.3 The Designer's role during the Construction Phase is to assist the Owner and OAR in the administration of the construction contract. Specific duties of the Designer are further defined in the General Provisions, which are included by reference in the Agreement during the Construction Phase of the Project.

2.8.4 The Designer shall attend the Owner's Job Coordination Meeting (JCM) meetings during the term of the construction contract. These meetings will be typically held every two weeks or as otherwise directed by the Owner.

2.8.5 The Designer shall make visits to the site at intervals appropriate to the various stages of construction in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of the Contractor's Work. Such visits and observations by the Designer are not intended to be exhaustive or to extend to every aspect of the Work in progress, or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to the Designer in this Agreement and the Contract Documents, but rather, entail a general observation of the Work based upon the Designer's exercise of professional judgment in accordance with the governing standard of care. During each site visit, the Designer shall check that the Contractor is maintaining accurate and up-to-date As-Built Drawings on site. Based upon information obtained during such visits and such observations, the Designer shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and the Designer shall submit written reports to the Owner after each site visit to keep the Owner informed of the progress and observed quality of the Work. Such reports shall specifically identify, following such general observation, any deviations from plans, specifications, or codes, any defects, and any unsafe conditions, identified by the Designer.

2.8.6 The Designer shall not, during such visits to the site, or as a result of such observations of the Contractor's Work in progress, supervise, direct or have control over the Contractor's Work nor shall the Designer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the Work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's furnishing and performing the Work. Accordingly, the Designer neither guarantees the performance of any Contractor nor assumes

responsibility for any Contractor's failure to furnish and perform its Work in accordance with the Contract Documents.

2.8.7 During such visits and on the basis of such observations, the Designer shall submit a written recommendation to the OAR, with a copy to the Owner, recommending disapproval of or rejection of the Contractor's Work while it is in progress or after completion if the Designer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

2.8.8 The Designer shall issue necessary clarifications and interpretations of the Contract Documents as appropriate, and when requested by the OAR, to allow the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.

2.8.9 The Designer shall receive from the OAR all Contractor requests for Contract Modifications in the Work, including adjustments to the Contract Sum. Within five (5) working days after receipt, the Designer will respond to the Owner and OAR with a written recommendation of approval, adjustment or rejection for entitlement to such request. If the Designer determines that anything less than full entitlement exists, the response shall include an explanation with specific references to the applicable sections of the Contract Documents and Drawings which support the finding of partial or no entitlement. The OAR, at the Owners request, shall prepare the Change Orders, Construction Change Directives and Minor Change in the Work and will make available to the Designer. When specifically requested by the Owner the Designer shall prepare, reproduce and distribute drawings and specifications to describe the changes in the Work, and shall assist with the permitting of same. The Designer shall review and sign the Owner's executed Contract Modifications within five (5) working days unless specifically extended by the OAR.

2.8.10 The Designer shall review and take other appropriate action in respect of Shop Drawings and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept for the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

2.8.11 The Designer shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor, but subject to the provisions of the Contract Documents, and submit a written recommendation to the OAR.

2.8.12 The Designer may require special inspections or tests of the Work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. The Designer's review of such certificates will be for the purpose of determining that the results certified include compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. The Designer shall be entitled to rely on the results of such tests.

2.8.13 The Designer shall render the initial decisions on all claims of the Owner and Contractor relating to the acceptability of the Work or the interpretations of the requirements of the Contract

Documents pertaining to the execution and progress of the Work. In rendering such decisions, the Designer shall be fair and not show partiality to the Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

2.8.14 Based upon the Designer's on site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules, the Designer shall review the OAR's recommended amounts for payments to the Contractor. Such review of the recommendations of payment and timely signature will constitute the Designer's representation to the Owner and OAR, based upon such observations and review, that, to the best of the Designer's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to the Contractor's being entitled to such payment appear to have been fulfilled insofar as it is the Designer's responsibility to observe the Work. In the case of unit price Work, the Designer's recommendations of payment will include review of the OAR's determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).

2.8.14.1 Assist the OAR with the review, and negotiate as necessary, the Contractor's Schedule of Values to reach a mutually acceptable form prior to the First Application for Payment.

2.8.15 Following notice from the OAR that the Contractor considers the entire Work ready for its intended use, the Designer, Owner and OAR, accompanied by the Contractor, shall conduct an inspection to determine if the Work is substantially complete. If, after considering any objections of the Owner, Contractor and OAR, the Designer considers the Work substantially complete, the Designer shall recommend the issuance of a Certificate of Substantial Completion to the Owner by the OAR.

2.8.16 The Owner, OAR and Designer shall conduct a final inspection to determine if the completed Work of the Contractor is acceptable so that the Designer may recommend, in writing, final payment to the Contractor.

## 2.9 Project Close-Out

2.9.1 The Designer will prepare the Record Documents based upon the As-Built Drawings and Documents received from the OAR. The OAR will have reviewed and accepted the Contractor's As-Built Drawings and Documents when in their opinion they meet the intent of the Contract Documents and field observations. The Designer will prepare a complete set of Record Drawings representing, to the best of their knowledge, the as-built conditions of the Work, as further detailed in EDC-06.

2.9.2 The Designer will review all Close-out Documents and Manuals for conformance with the Contract Documents.

## 2.10 Project Budget and Designer's Opinions of Probable Cost

2.10.1 The Designer's opinions of probable Construction Cost provided for herein are to be made on the basis of the Designer's experience and qualifications, and represent the Designer's best judgment as an experienced and qualified design professional generally familiar with the construction industry.

2.10.2 If, at any time during the design of the Project, the Designer determines that the probable Construction Cost of the Work exceeds the budget established by the Owner, the Designer shall immediately advise the Owner in writing with an explanation of the cause of the anticipated cost overrun and recommendations on how to reduce the probable Construction Cost to within budget.

2.10.3 In the event that the lowest bona fide bid or proposal for construction of the Work exceeds the Designer's Opinion of Probable Construction Cost by 10% or greater, the Owner may, at the Owner's sole discretion, require the Designer, without additional compensation, to modify the Bid Documents and Drawings as required to reduce the Construction Cost to within the Owner's budget for the Work, and to provide all the Services associated with readvertising for construction bids, including reproduction and distribution of documents, and advertising costs. The modifications necessary to accomplish this reduction in Construction Cost shall be subject to the Owner's approval, and shall not change the basic intent or function of the Project.

## 2.11 Verification of Existing Conditions at Site

2.11.1 The Designer shall verify all existing conditions at site which may impact the design and construction of the Project and shall clearly indicate all such existing conditions on the Drawings in accordance with the requirements defined in EDC-06. All major systems, such as electrical, mechanical and plumbing, shall be field verified regardless of whether the system is impacted by the Project.

## 2.12 Design Phase Services

2.12.1 The Consultant agrees that the milestone dates shown on this Schedule for performance of the Services, including submittal and 100% completion of design dates, are reasonable, and the Consultant will complete all Services accordingly.

## 2.13 Owner's Representative

2.13.1 The Owner's Representative will have complete authority to transmit instructions, receive information and interpret and define the Owner's policies and decisions with respect to the Designer's Services for the Project, provided that such direction does not impact the scope, budget or schedule for the Services. The Owner's direction that impacts the scope, budget or schedule of the Services must be documented and must be signed by the Owner's Deputy Executive Director of Facilities.

## 2.14 Coordination

2.14.1 The Services to be performed by the Designer require the Designer, the OAR and the Contractor to work together harmoniously. The Designer, the OAR 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 Designer, OAR and Contractor shall cooperate with one

another in all matters. If the Designer, OAR or Contractor disagree on any matter, they shall promptly refer the matter to the Owner for resolution.

2.14.2 The Designer is required to coordinate with the other Designers, Contractors and OARs working on adjacent and/or concurrent projects to resolve issues related to the Work. The Designer 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 Designer 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 Designer shall proceed with initiating the coordination, including all follow-up necessary to ensure successful resolution of the issues.

### PART 3 – CODES, STANDARDS AND OTHER DOCUMENTS

#### 3.1 Owner's Documents

The following Owner's documents define specific requirements for Services provided by the Designer and are incorporated by reference into the Agreement:

<b><u>Owner's Document No.</u></b>	<b><u>Title</u></b>
EDC-02	CADD Standards
EDC-06	Project Deliverables
EDC-08	Design Service Checklist
Division 0	General Provisions of the Contract for Construction
Division 1	General Requirement Specifications
Division 2-14	Guidelines and Specifications
Division 15	Mechanical Specifications
Division 16	Electrical Specifications

The Designer shall not specify any matter which conflicts with the Owner's provided guidelines or other provisions unless authorized in writing by the Owner.

#### 3.2 Codes, Standards and Other Documents

The following codes, standards and other documents define specific requirements for Services provided by the Designer and are made a part of this Agreement by reference:

- Owner's Design Guidelines, Standards and Specifications
- City of Orlando adopted Building Codes and applicable ordinances
- Florida Department of Transportation (FDOT) requirements
- Federal Aviation Administration (FAA) Advisory Circulars
- Transportation Safety Administration (TSA)
- Florida Building Code (Current Edition)
  - Building
  - Plumbing
  - Mechanical
  - Fuel Gas

- NFPA 70 Electric Code
- National Electrical Code (NEC)
- Florida Fire Prevention Code
- National Fire Protection Association (NFPA) Codes & Standards)
- Florida Accessibility Code for Building Construction
- Americans with Disabilities ACT Accessibility Guidelines
- Other applicable Federal, State and local codes
- Other Codes, Standards and Requirements as may be defined by the Owner

### 3.3 FDOT Funded Projects

FDOT funded projects will require the Consultant to certify to the following:

I hereby certify that the plans, specifications, and contract documents produced by the Engineer for the above referenced project have been developed in compliance with federal, state and professional standards and applicable Federal Aviation Administration advisory circulars. In addition, I hereby certify that the project complies with all applicable building codes and other statutory requirements.

**END OF EDC – 09, DESIGNER’S GENERAL SCOPE OF 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 PROFESSIONAL SERVICES**

**SELECTION OF CONTINUING ENVIRONMENTAL ENGINEERING  
SERVICES CONSULTANTS (W-00469)**

Pursuant to Section 287.055, Florida Statutes and the policies and procedures of the Greater Orlando Aviation Authority (Authority), notice is hereby given that Statements of Qualifications are invited from firms and individuals (Proposers) to render professional Engineering Services to the Authority for **CONTINUING ENVIRONMENTAL ENGINEERING SERVICES CONSULTANTS (W-00469)** (Project) at the Orlando International Airport, Orlando Executive Airport and Other Facilities operated by the Authority (Airport).

Summary Description of the Project: This project is to provide continuing environmental engineering services and related professional services, including but not limited to, environmental consulting services; conducting all phases of environmental contamination assessments for petroleum and hazardous materials; preparing reports and providing pertinent training as required by federal, State of Florida, and local agencies; storage tank management; coordination with regulatory agencies and remedial contractors; emergency response to fuel, petroleum and hazardous materials incidents, including immediate response to limit releases to the environment, performance of initial remedial actions and other related services including coordination with the Authority, its Consultants, the City and all agencies having jurisdiction over the Airport.

The Services may also include studies and preparation of reports involving scope definition and validation of projects, analysis of environmental design parameters, budget development, evaluation and documentation of existing conditions; environmental design, bid/procurement and award, permitting, environmental construction administration, technical support and review of documents prepared by others, environmental management support on various Authority projects and all other environmental engineering and related professional services which may be required where the Authority elects not to solicit letters of interest by means of public advertisement.

A Pre-Submittal Conference will be held at **11:00 a.m., Wednesday, August 30, 2023, in the Carl T. Langford Board Room, One Jeff Fuqua Boulevard, Orlando International Airport, Orlando, FL 32827**. The Project Scope, the Submission Requirements, Small Business Participation Programs for the Statements of Qualifications, and questions regarding the Project will be reviewed at this Pre-Submittal Conference.

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

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

The 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 in consideration for an award.

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

**GREATER ORLANDO AVIATION AUTHORITY**



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**ADDENDUM NO. 1**

(Issued 08/21/23)

**NOTICE OF PROFESSIONAL SERVICES  
W-00469, SELECTION OF CONTINUING ENVIRONMENTAL ENGINEERING SERVICES  
CONSULTANT(S) AT THE  
ORLANDO INTERNATIONAL AIRPORT, ORLANDO EXECUTIVE AIRPORT AND OTHER  
FACILITIES OPERATED BY THE AVIAITON AUTHORITY**

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

Interested Proposers are requested to submit one (1) original along with one (1) electronic PDF version\* on a USB portable storage device (flash drive, thumb drive, etc.) of its Statement of Qualifications (SOQ) **up to 2:00 p.m. local time on Wednesday, September 20, 2023, ~~Wednesday, August 23, 2023~~**, to the Project Controls Office, Greater Orlando Aviation Authority, 11312 Terminal C Service Road, Bldg. No. 16, Orlando, FL 32824. Any SOQs received after the time and date stated above will not be considered and will be returned unopened. SOQs shall be submitted in sealed packages clearly labeled, **“Statement of Qualifications for Continuing Environmental Engineering Services (W-00469)”**.

**END OF ADDENDUM NO. 1 (W469)**

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**ADDENDUM NO. 2**

(Issued 08/28/23)

**NOTICE OF PROFESSIONAL SERVICES  
W-00469, SELECTION OF CONTINUING ENVIRONMENTAL ENGINEERING SERVICES  
CONSULTANT(S) AT THE  
ORLANDO INTERNATIONAL AIRPORT, ORLANDO EXECUTIVE AIRPORT AND OTHER  
FACILITIES OPERATED BY THE AVIAITON AUTHORITY**

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

A Pre-Submittal Conference will be held at 1:00 p.m., Wednesday, September 13, 2023, 11:00 a.m., August 30, 2023, in the **Carl T. Langford Board Room, One Jeff Fuqua Boulevard, Orlando International Airport, Orlando, FL 32827**. The Project Scope, the Submission Requirements, Small Business Participation Programs for the Statements of Qualifications, and questions regarding the Project will be reviewed at this Pre-Submittal Conference.

Written inquiries shall be directed to **Dan Carrington, Manager, Environmental Compliance**, at email: [W469@goaa.org](mailto:W469@goaa.org). Questions received after 5:00 p.m. (local time) on Friday, September 22, 2023, September 8, 2023, will not be answered.

Interested Proposers are requested to submit one (1) original along with one (1) electronic PDF version\* on a USB portable storage device (flash drive, thumb drive, etc.) of its Statement of Qualifications (SOQ) **up to 2:00 p.m. local time on Wednesday, October 4, 2023, September 20, 2023, to the Project Controls Office, Greater Orlando Aviation Authority, 11312 Terminal C Service Road, Bldg. No. 16, Orlando, FL 32824**. Any SOQs received after the time and date stated above will not be considered and will be returned unopened. SOQs shall be submitted in sealed packages clearly labeled, **“Statement of Qualifications for Continuing Environmental Engineering Services (W-00469)”**.

Revised Procurement Schedule:

September 13, 2023	Pre-Submittal Meeting
September 22, 2023	Deadline for Questions
October 4, 2023	Submittals Due
October 24, 2023	PC Shortlisting
November 15, 2023	PC Interview and Ranking
December 13, 2023	Aviation Authority Board Approval

**END OF ADDENDUM NO. 2 (W469)**

**GREATER ORLANDO AVIATION AUTHORITY  
NOTICE OF PROFESSIONAL SERVICES**

**SELECTION OF CONTINUING ENVIRONMENTAL ENGINEERING  
SERVICES CONSULTANTS (W-00469)**

**SUBMISSION REQUIREMENTS**

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

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

Written inquiries shall be directed to **Dan Carrington, Manager, Environmental Compliance**, at email: [W469@goaa.org](mailto:W469@goaa.org). Questions received after 5:00 p.m. (local time) on **Friday, September 8, 2023**, will not be answered.

Interested Proposers are requested to submit one (1) original along with one (1) electronic PDF version\* on a USB portable storage device (flash drive, thumb drive, etc.) of its Statement of Qualifications (SOQ) **up to 2:00 p.m. local time on Wednesday, August 23, 2023, to the Project Controls Office, Greater Orlando Aviation Authority, 11312 Terminal C Service Road, Bldg. No. 16, Orlando, FL 32824**. Any SOQs received after the time and date stated above will not be considered and will be returned unopened. SOQs shall be submitted in sealed packages clearly labeled, **"Statement of Qualifications for Continuing Environmental Engineering Services (W-00469)"**.

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

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

**SOQ 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 twenty (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 Authority if awarded the Agreement for the Project.
  - b) Name, address, Email address and telephone/fax numbers of one (1) individual to whom all future correspondence and/or communications will be directed.
  - c) A statement declaring the type of business relationship the Proposer will use (i.e., a single company, joint venture or other form of business relationship to perform the services for the Projects), and that such entity (or each entity in the case of a joint venture or partnership between two or more entities) possesses a Certificate of Authority to provide the Services. If the Proposer is a joint venture or partnership, the Qualifying Experience in Section 3 may be satisfied by the joint venture, partnership entity, or any member entity thereof. Please state whether the joint venture or partnership entity is currently in existence, is being formed specifically for this Project, or whether it will be formed upon award. If it is formed specifically for this project or will be formed upon award, please provide a form of the Joint Venture or Partnership Agreement.
2. **Executive Brief:** An executive brief which includes:
  - a) A comprehensive project approach to provide the required Services for the Project.
  - b) A narrative on why Proposer should be selected for the Project, including:
    - i. A brief overview of the specific experience and expertise of the proposed professional team (personnel and subconsultants) explaining why this team should be selected.
    - ii. Prior experience working in an operating airport.
    - iii. Prior examples and experience where the proposed professional team has worked together on other projects.
    - iv. Discussion of similar projects referenced in Paragraph 3 below (USGSA Form 330), with particular reference to scope, phasing, construction delivery methods and lessons learned.
  - c) A narrative outlining the Proposer's approach to incorporating sustainable design principles into the Services.
  - d) A narrative outlining Proposer's use of technology, including three-dimensional design with clash analysis on similar Projects, and the pros and cons, if any, of employing such technology on the Services.
  - e) 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 Authority, its other consultants and other interested governmental agencies.

- f) A statement regarding the Proposer's willingness to meet the Authority's time and budget requirements, noting the availability of the proposed individuals to start the required services.
- g) A statement regarding the recent, current and projected workload of the firm that demonstrates a commitment to completion of the required services.
- h) A statement regarding the volume of work previously awarded by the Authority to the proposer over the past ten (10) years.

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

- a) **It is preferred that Proposers and their key personnel have prior experience as the prime consultant on a minimum of three (3) similar projects within the last five (5) years.** Clearly identify the specific project and description in the USGSA Form 330 for each qualifying project.
- b) Provide additional information on other similar projects, which best represent the Proposer's skill and experience in working on projects of the size, type and complexity of the advertised Project.
- c) Proposers and their key personnel should have prior design experience (1) coordinating with; (2) meeting the requirements on projects funded by; and, (3) in accordance with, the rules and regulations of the following public/governmental agencies, including but not limited to, the Federal Aviation Administration, the Transportation Security Administration, the Florida Department of Transportation, the Florida Department of Environmental Protection, the South Florida Water Management District, the Saint Johns River Water Management District, the City of Orlando, 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 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/DBE Requirements:** All Proposers for non-federal and non-State of Florida funded projects are hereby notified that they must comply with: (1) the Minority and Women Business Enterprise (MWBE) Program requirement as defined in the Authority's MWBE Policy; and, (2) the Local Developing Business/Veteran Business Enterprise (LDB/VBE) Program requirement as defined in the Authority's LDB/VBE Policies. All Proposers for State of Florida funded projects are hereby notified that they must comply with the Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26, as referenced in the Authority's DBE Participation Program. **The Policies and certified MWBE, LDB/VBE and DBE Directories are available on-line at the Authority's website at:**



The Proposer shall prepare a written action plan that demonstrates the Proposer's understanding of the MWBE, LDB/VBE and DBE Participation Programs, and how the Proposer will achieve the participation goals for these type of Services.

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

Questions concerning the MWBE, LDB/VBE and DBE Participation Programs can be addressed to the Authority's Office of Small Business Development, Attn. Ms. Yovannie Rodriguez, Chief Administrative Officer, Greater Orlando Aviation Authority, Orlando International Airport, One Jeff Fuqua Blvd., Orlando, FL 32827; Phone: (407) 825-7105, Email: yovannie.rodriguez@goaa.org. Proposers shall be solely responsible for confirming MWBE, LDB/VBE and 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):

Type of Policy	Limits
Commercial General Liability:	\$5,000,000, each Occurrence
Maximum Deductible or Self-insured Retention:	100,000
Coverage shall include Products & Completed Operations and Contractual liability.	
Automobile Liability:	\$5,000,000, Combined Single Limit
Maximum Deductible or Self-insured Retention:	\$100,000
Workers Compensation And Employers' Liability	Statutory Limit  \$500,000 each accident \$500,000 disease-policy limit \$500,000 disease-each employee
Professional Liability and Errors and Omissions	\$5,000,000
Maximum Deductible or Self-insured Retention:	\$100,000
If coverage is written on a claims-made form basis, coverage shall apply for five (5) years after expiration/termination of this Agreement.	

Any deductible or self-insurance retention (\$0.00 and higher) for each coverage line must be indicated on the Certificate of Insurance. See Article 15, Indemnification and Insurance, of the Agreement for additional insurance requirements.

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

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

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

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

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

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

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

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

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

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

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

## **EVALUATION AND AWARD CRITERIA**

The Authority's Procurement Committee will evaluate the SOQs and intends to shortlist no less than three (3) of the most qualified Proposers. Among the factors that will be considered in selecting the shortlist of Proposers are their capabilities, adequacy of personnel, past record, including prior experience on similar programs, their past performance with the Authority (if applicable), their past performance with other entities and experience of the firm or individual, approach to providing the Services, compliance with the Authority's MWBE, LDB/VBE and DBE Participation Programs, and the responses to the inquiries set forth above. The Authority reserves the right to solicit from available sources relevant information concerning a Proposer's past performance and may consider such information in its selection of shortlisted Proposers, in accordance with the process set forth in Florida Statutes 287.055, Consultants' Competitive Negotiation Act (CCNA).

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

	Score
<b>QUALIFICATIONS OF PROPOSED INDIVIDUALS AND PROPOSED APPROACH</b> <ul style="list-style-type: none"><li>• Ability of the proposed individuals to furnish the required services</li><li>• Experience and qualifications of the proposed individuals</li><li>• Proposed approach (in the Executive Brief section)</li><li>• <b><u>Preferred:</u></b> Three similar projects within the last five years</li></ul>	1-50
<b>QUALIFYING PROGRAMS/PROJECTS OF PROPOSER</b> <ul style="list-style-type: none"><li>• Past performance, including the similarity of the qualifying programs/projects</li><li>• Breadth and depth of experience on the qualifying programs/projects</li><li>• Past performance with the Authority (if applicable)</li><li>• Past performance with other entities, references</li><li>• <b><u>Preferred:</u></b> Three similar projects within the last five years</li></ul>	1-30
<b>APPROACH TO SMALL BUSINESS COMPLIANCE</b> <ul style="list-style-type: none"><li>• Demonstrated understanding of the Authority's MWBE, LDB/VBE and DBE Participation Programs and other minority and small business programs</li><li>• Proposed approach for this contract</li></ul>	1-10
<b>CCNA FACTORS</b> <ul style="list-style-type: none"><li>• Willingness to meet time and budget requirements (availability to start)</li><li>• Recent, current, and projected workload of the firm (commitment to completion)</li><li>• Volume of work previously awarded to each firm (without violating the principle of selection of the most qualified)</li></ul>	1-10

The Authority intends, but is not obligated, to enter into non-exclusive agreements with a minimum of three (3) selected Proposers to perform the required Services. The term of these agreements shall be for a period of five (5) years. The Services are limited by Florida Statute 287.055 to

projects of a construction value of \$4,000,000.00 or less, and fees for studies of \$500,000.00 or less, or as defined by statute.

The Authority reserves the right to waive any informality in a SOQ, to reject any and all SOQs, to re-advertise or to elect not to proceed with the contract or 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 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 Authority.

## **OTHER INFORMATION**

Proposer's personnel will be required to meet the Authority's requirements for security background checks. 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 for Federal Regulations Part 1542 or 1544 and the Airport Security Improvement Act of 2000.

Proposers are hereby advised that individuals, who conduct lobbying activities with Authority employees or Board members, must register with the 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 1<sup>st</sup> of each year for the preceding year. As of January 16, 2013, lobbying any Authority Staff, who are members of any committee responsible for ranking Proposals, Letters of Interest, 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 Letters of Interests, Request for Qualifications or Request for Bids is released to the time that the Authority Board makes an award. As adopted by the Authority Board on September 19, 2012, lobbyists are now required to sign-in at the Authority offices prior to any meetings with Staff or Board members. In the event a lobbyist meets with or otherwise communicates with Staff or a Authority Board member at a location other than the 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 Authority's offices and the website.

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 Letter of Interest, 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.

Authority contracts require contractors/consultants to comply with the requirements of E-Verify. Contractors/consultants will be required to utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (E-Verify), in accordance with the terms governing the use of the system, to confirm the employment eligibility of persons employed by the contractor/consultant, during the term of the contract, to perform employment duties within Florida. Prime contractors/consultants are required to include an express provision in their subcontractor/subconsultant agreements requiring the subcontractors/subconsultants to do the same.

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.

## **GREATER ORLANDO AVIATION AUTHORITY**

## **EXHIBIT C – INVOICES**

### **Invoice Instructions**

1. Invoices must be received by the Owner no later than the 25<sup>th</sup> 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 INVOICE**PO#: 

GOAA Project No. and Description:

Date of Base Agreement: 1/1/2022

Reference Addendum: 001

Amendment: 000

Reference FAA AIP / FDOT JPA Nos.:

<b>To:</b>	<b>Deborah J. McKeown</b>	Sequential Statement No.:	01
	<b>Assistant Vice President, Project Controls</b>	Consultant's Invoice No.:	
	<b>Greater Orlando Aviation Authority</b>	Consultant's Project No.:	
	<b>11312 Terminal C Service Rd., Bldg. #16</b>	Period Start Date (required):	2/1/2022
	<b>Orlando, FL 32824</b>	Period Ending Date (required):	2/28/2022
		Date Prepared:	3/1/2022
<b>From:</b>	<b>Company Name</b>	<b>Payable To: SAME</b>	
	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		\$ -	-	\$ -	\$ -		\$ -
	<b>TOTAL - NTE FEE's</b>	\$ -	-	\$ -	\$ -	\$ -	\$ -
LS		\$ -	-	\$ -	\$ -		\$ -
LS		\$ -	-	\$ -	\$ -		\$ -
LS		\$ -	-	\$ -	\$ -		\$ -
	<b>TOTAL - LS FEE's</b>	\$ -	-	\$ -	\$ -	\$ -	\$ -
NTE		\$ -	-	\$ -	\$ -		\$ -
NTE		\$ -	-	\$ -	\$ -		\$ -
NTE		\$ -	-	\$ -	\$ -		\$ -
	<b>TOTAL - EXPENSES</b>	\$ -	-	\$ -	\$ -	\$ -	\$ -
	<b>GRAND TOTALS</b>	\$ -	-	\$ -	\$ -	\$ -	\$ -

**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
<b>Prime Consultant</b>						
Individual / Position Title No. 1						
Individual / Position Title No. 2						
Individual / Position Title No. 3						
Subtotal Prime Consultant						
<b>Subconsultant No. 1</b>						
Individual / Position Title No. 1						
Individual / Position Title No. 2						
Individual / Position Title No. 3						
Subtotal Subconsultant No. 1						
<b>Subconsultant No. 2</b>						
Individual / Position Title No. 1						
Individual / Position Title No. 2						
Individual / Position Title No. 3						
Subtotal Subconsultant No. 2						
<b>Subconsultant No. 3</b>						
Individual / Position Title No. 1						
Individual / Position Title No. 2						
Individual / Position Title No. 3						
Subtotal Subconsultant No. 3						
<b>TOTAL</b>						

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

[illegible][illegible]

**EXHIBIT D – OWNER’S TRAVEL POLICY**

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

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

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

**Authorized Travelers (Travelers)**

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

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

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

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

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

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

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

**Domestic Travel.** Travel within the 48 continental United States.

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

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

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

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

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

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

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

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

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

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

## 1.0 Insurance Limits

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

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

## 2.0 Insurance Certificates

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2023

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).

<b>PRODUCER</b> HUB International Mid-South 3011 Armory Drive Suite 250 Nashville TN 37204	<b>CONTACT</b> NAME: Sarah Kohler PHONE (A/C, No, Ext): 615-687-2899 E-MAIL ADDRESS: MSO.MEG@hubinternational.com	<b>FAX</b> (A/C, No): 615-658-4346
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : Crum Forster Specialty Insurance Company		44520
INSURER B : Hartford Fire Insurance Company		19682
INSURER C : Trumbull Insurance Company		27120
INSURER D : Hartford Underwriters Insurance Company		30104
INSURER E : Aspen Specialty Insurance		10717
INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER: 1258084099

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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GL/PROF/POLL <input checked="" type="checkbox"/> LIAB \$50K DED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	EPK146064	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 PROF POLL LIAB \$ 5,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	20CSES78601	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EFX124211	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	20WNS78600 20WBS78602	12/31/2023 12/31/2023	12/31/2024 12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Liability \$10M X \$6M			EX00KDL23	12/31/2023	12/31/2024	PER OCC AGG 10,000,000

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

PLEASE NOTE: If project specific information is required, it can be found at the end of page 2.

The General Liability, Auto Liability and Excess Liability will include any person or organization who the Named Insured is required by written contract as additional insured as per the attached endorsements.

The above referenced policies will include a blanket Waiver of Subrogation in favor of any person or organization who the Named Insured is required by written contract and applies as per the attached endorsements.

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

The Greater Orlando Aviation Authority  
5850-B Cargo Road  
Orlando FL 32827  
USA

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

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# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY HUB International Mid-South		NAMED INSURED Montrose Environmental Group, Inc **See Attached Named Insured List**	
POLICY NUMBER		5120 Northshore Drive North Little Rock AR 72118	
CARRIER	NAIC CODE	EFFECTIVE DATE:	

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Primary and non-contributory wording applies when required by written contract per the attached endorsements.

Should the policies be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.

Crum and Forster Excess Liability Policy #EFX124211 provides \$1,000,000 over Underlying General Liability, Pollution, Professional and \$5,000,000 over the Auto Liability and Employers' Liability. Aspen Specialty Excess Liability Policy #EX00KDL23 provides \$10,000,000 excess of \$6,000,000. All excess layers are following form.

Crum and Forster GL/Professional/Pollution Policy #EPK14604 includes third party pollution and onsite cleanup as notated above.

Crum and Forster GL/Professional/Pollution Policy #EPK14604 includes Professional Liability with a limit of \$5,000,000 and Pollution Liability with a limit of \$5,000,000 as notated above. General Liability, Professional Liability, and Pollution Liability have a deductible of \$50,000, unless otherwise notated.

Subject to the term, conditions, exclusions, and definitions of the above referenced policies, as issued by the carrier(s).

Workers' Compensation Policy # 20 WNS 78600

Issuing Company: Trumbull Insurance Company

States Covered (Item 3A): AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, WV

Workers' Compensation Policy # 20 WBR S78602

Issuing Company: Hartford Underwriter's Insurance Company

States Covered (Item 3A): MA, WI

Monopolistic states (WA, WY, and OH) are included with Stop Gap Liability coverage only.

—

RE: Project - Continuing Environmental Consulting Services, Orlando International Executive Airports. The general liability, auto liability and Excess liability will include The Greater Orlando Aviation Authority, the City of Orlando and their member (including, without limitation, members of the Authority's Board and the City's Council and members of the citizens advisory committee of each) officers agents and employees, are additional insured when required by written contract per the attached endorsements. The above referenced policies will include a blanket waiver of subrogation in favor of the Greater Orlando Aviation Authority, the City of Orlando and their member (including, without limitation, members of the Authority's Board and the City's Council and members of the citizens advisory committee of each) officers agents and employees and applies when required by written contract per the attached endorsements.

The following wholly owned subsidiaries of Montrose Environmental Group, Inc.  
are included as Named Insureds:

Legal Name	DBAs *
Enthalpy Analytical, LLC	Prism Analytical Technologies First Analytical Laboratories Montrose Environmental Solutions
Montrose Air Quality Services, LLC	Prism Analytical Technologies Montrose Environmental Solutions
ES Engineering Services, LLC	Montrose Environmental Solutions
FRS Environmental Remediation, Inc	The FGS Group Montrose Environmental Solutions
PARS Environmental, Inc.	Montrose Environmental Solutions
Advanced GeoServices Corp.	Montrose Environmental Solutions
MSE Group, LLC	
Analytical Environmental Services	Montrose Environmental Solutions
Environmental Planning Specialists, Inc.	Montrose Environmental Solutions Montrose Environmental Incorporated
Montrose Water and Sustainability Services, Inc.	Montrose Environmental Solutions
Leymaster Environmental Consulting, LLC	Montrose Environmental Solutions
Montrose Services, LLC	
Montrose Measurements and Analytics, LLC	
Montrose Environmental Solutions, Inc. changed from Montrose Environmental Solutions, LLC on Oct 1 2021	
Montrose Planning & Permitting, LLC	
Montrose Waste-To-Resources, LLC	
Emerging Compounds Treatment Technologies, Inc.	
Montrose Environmental Group Ltd.	
Montrose Foreign Holdings, Inc.	
Montrose Environmental Group AB	
Montrose Environmental Group GmbH	
Montrose Environmental Group BV	
Montrose Engineering & Geology, P.C.** changed from Advanced GeoServices Engineering & Geology P.C. March 2022	



The Center for Toxicology and Environmental Health, L.L.C.	CTEH, LLC
CTEH Leasing, LLC	
CTEH Properties, LLC	
CTEH Government Services, LLC	
CTEH IT Services, LLC	
Vista Analytical Laboratory, Inc.	Enthalpy Analytical
Environmental Intelligence, LLC	Montrose Environmental Solutions
SensibleIoT, LLC	
Environmental Chemistry, Inc.	Enthalpy Analytical
Horizon Water and Environment, LLC	Montrose Environmental Solutions
Environmental Standards, Inc.	
Vitale Scientific Associates, LLC	
Enthalpy CSV, Inc.	
TriAD Environmental Consultants, Inc.	
AirKinetics, Inc.	
HuCo Consulting, Inc.	
Environmental Alliance, Inc.	

*\*Subsidiaries may use DBAs/alternate names and/or actual legal names*

*\*\* This company is not a wholly owned subsidiary of Montrose Environmental Group, Inc. but is a named insured of the company.*

*Last updated by HUB: July 21, 2023*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) of Covered Operations</b>
Blanket when specifically required by written contract with named insured.	Blanket when specifically required by written contract with named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section III – Who Is An Insured** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” cause, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;  
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

3. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
4. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name of Additional Person(s) or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section III – Who Is An Insured** within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) or Organization(s)</b>
Blanket when specifically required in a written contract with the named insured.

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.

- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDED WAIVER OF TRANSFER OF RIGHTS  
OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART  
ONSITE CLEANUP COVERAGE PART

**SCHEDULE**

Name of Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

**SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us**  
within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of your ongoing operations or “your work” performed under a written contract with that person(s) or organization(s) and included in the “products-completed operations hazard”.

However, this waiver shall not apply to “damages” resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **D. Additional Insured if Required by Contract**

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
  - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
  - (2) Subsequent to the execution of such written contract, and
  - (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.
- (2) How Limits Apply
- If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:
- (a) The limits of insurance specified in the written contract or written agreement; or
  - (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

- (3) Additional Insureds Other Insurance
- If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.
- However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.
- (4) Duties in The Event Of Accident, Claim, Suit or Loss
- If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

#### **E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

- (3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

- (4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

#### **2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:



If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**3. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

**4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

**5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

**6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

**7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

- a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### **19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 20 WN S78600

**Endorsement Number:**

**Effective Date:** 12/31/2023

Effective hour is the same as stated on the Declarations of the policy.

**Named Insured and Address:** MONTROSE ENVIRONMENTAL GROUP, INC.  
5120 NORTSHORE DRIVE  
NORTH LITTLE ROCK, AR 72118

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Countersigned by

*Suean L. Castaneda*

Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 20 WN S78600

**Endorsement Number:**

**Effective Date:** 12/31/2023 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** MONTROSE ENVIRONMENTAL GROUP, INC.  
5120 NORTHSHORE DRIVE  
NORTH LITTLE ROCK, AR 72118

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY CONTRACT OR AGREEMENT  
TO OBTAIN THIS WAIVER FROM US.

Countersigned by \_\_\_\_\_  
Authorized Representative



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 20 WBR S78602

**Endorsement Number:**

**Effective Date:** 12/31/2023 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** MONTROSE ENVIRONMENTAL GROUP, INC.  
5120 NORTSHORE DRIVE  
NORTH LITTLE ROCK, AR 72118

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

Countersigned by \_\_\_\_\_

*Susan L. Castaneda*

Authorized Representative



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ALTERNATE EMPLOYER ENDORSEMENT**

**Policy Number:** 20 WN S78600

**Endorsement Number:**

**Effective Date:** 12/31/2023

Effective hour is the same as stated in the Information page of the policy.

**Named Insured and Address:** MONTROSE ENVIRONMENTAL GROUP, INC.  
5120 NORTSHORE DRIVE  
NORTH LITTLE ROCK, AR 72118

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

### **SCHEDULE**

**1. Alternate Employer**

**Address**

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED  
BY CONTRACT TO PROVIDE ALTERNATE EMPLOYER COVERAGE.

**2. State of Special or  
Temporary Employment**

STATES LISTED IN ITEM 3A OF THE INFORMATION PAGE

**3. Contract or Project**

ANY CONTRACT OR PROJECT