

# **AGREEMENT FOR PROFESSIONAL SERVICES**



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**Base Agreement for  
Financial Consulting for Construction, Maintenance,  
Environmental and Other Projects, Financial Consulting  
for the Capital Improvement Program (CIP) and Capital  
Initiation Requests (CIR), Grant and Passenger Facility  
Charge (PFC) Application Services, and Audit and  
Advisory Services  
Orlando International and Executive Airports**

**by and between**

**The Greater Orlando Aviation Authority  
and  
R. M. Chin & Associates, Inc.**



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**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

**THIS AGREEMENT** is effective this 7th day of December, 2022, 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 **R. M. Chin & Associates, Inc.**, ("Consultant"), an Illinois corporation licensed to do business in Florida, with a business address at **500 W. 18th St. Suite 200, Chicago IL 60616**.

**WITNESSETH:**

**WHEREAS**, the Owner desires to employ the Consultant to provide consultant services for Financial Consulting for Construction, Maintenance, Environmental and Other Projects, Financial Consulting for the Capital Improvement Program (CIP) and Capital Initiation Requests (CIR), Grant and Passenger Facility Charge (PFC) Application Services, and Audit and Advisory Services, as described herein, at the Orlando International and Executive Airports ("Airport"); and

**WHEREAS**, the Consultant is, qualified, willing and able to perform the consultant services required on the terms and conditions hereinafter set forth, and holds any necessary licenses and registrations to perform the services; and

**WHEREAS**, the Owner has given public notice of the consultant 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 procurement policies of the Owner.

**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 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 Agreement**

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

**1.1.2 Services**

The Services to be performed by the Consultant for the Owner are generally described in **Exhibit A and B** of this Agreement with the specific Services to be described in Project Addenda.

### 1.1.3 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

### 1.1.4 Consultant's Compensation

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

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

### 2.1 Services

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

2.1.2 The Consultant agrees to perform 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 as determined by the Owner on an as-needed basis, although the Owner is not obligated to obtain such Services from Consultant. Projects may be negotiated and assigned to Consultant by a Project Addendum to this Agreement which will define the specific services to be performed and Consultant's compensation.

It is expressly understood that the Owner is not obligated to utilize the services of the Consultant for any particular project at the Orlando International Airport, the Orlando Executive Airport, or any other facility operated by the Owner.

### 2.2 Personnel

The Consultant agrees to retain the necessary qualified personnel to perform all 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. Consultant shall include this provision in every Subconsultant Agreement.

### 2.3 Subconsultants

2.3.1 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.

2.3.2 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.

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

2.3.4 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.

2.3.5 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 Project Addenda.

2.3.6 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 15.5.13. 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.

## **2.4 Consultant's Standards of Performance**

The Consultant shall perform and cause all Subconsultants 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 Consultant shall render the Services in a manner that is consistent with the applicable standards of reasonable care, provided by consultants providing similar services in the same geographic area.

## **2.5 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 applicable standard of care and performance the Services set forth in this Agreement and Project Addenda.

## **2.6 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, calculations, estimates, reports, memoranda, other documents and instruments, and other services furnished by the Consultant. Within seven (7) days after receipt of 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.

## **2.7 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.

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

Review or approval by the Owner of data, calculations, estimates, 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 this Agreement.

## **2.9 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 consulting or professional services, including without limitation, any of the Services provided for herein.

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

2.10.1 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.

2.10.2 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.

2.10.3 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.

## **2.11 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.



## **2.12 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.

## **2.13 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 (7) days' written notice.

## **2.14 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.

## **2.15 E-Verify**

If the solicitation documents notify the Consultant that e-verification of employees is required or that FDOT funds are used to fund this Agreement, the Consultant shall utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (e-verify), in accordance with the terms governing the use of the system, to confirm the employment eligibility of persons employed by the Consultant, during the term of the Contract, to perform employment duties within Florida. The Consultant shall include an express provision in Subcontracts requiring the Subconsultants to do the same.

# **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 Deliverables**

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 owner 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 security and parking 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. Time is of the essence in the performance of the Services.

**4.2** The date for commencement of the Services by the Consultant will be set forth in the Project Addendum.

**4.3** A schedule for the Services shall be included in each Project Addendum by executing a Project Addendum. By accepting a Project Addendum, the Consultant acknowledges that the schedule set forth in such Project 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 Project 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 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.

5.3.3 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.

5.3.4 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.

5.3.5 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.

#### **5.4 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 this Agreement, as well as following completion or termination of this 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 this 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 this 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) 825-2400; [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 five (5) years from the effective date shown on Page 1.

### **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 Project 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 Project Addenda Termination**

Owner may terminate Project Addenda without cause by verbal or written notification to Consultant. Upon notification, Consultant will immediately discontinue all services specified in the Project 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 this Agreement or any Project 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, DATA AND TECHNOLOGY**

## **8.1 Furnishing Copies**

8.1.1 Except as otherwise provided in this Agreement or in any Project 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, calculations, estimates, 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 deliverables. Copies of deliverables shall be furnished to the Owner by the Consultant at the Owner's request, and except as otherwise provided in any Project Addendum, the Consultant shall receive a reasonable amount for reimbursement of its cost for such additional copies.

8.1.2 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, 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**

8.2.1 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 Project 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.

8.2.2 Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or other work product of any type, including drafts, prepared by Consultant pursuant to this Agreement shall be the exclusive property of the Owner and all such work product shall be delivered to the Owner upon completion or termination hereof. The Owner's exclusive rights in such work product shall include, but not be limited to, the right to

copy, publish, display, transfer, prepare derivative works or otherwise use such property. The Consultant shall not use, willingly allow, cause or permit any such work product to be used for any purpose other than the performance of this Agreement. The Owner shall be the owner of all licenses to any software provided by Consultant in connection with this Agreement.

### **8.3 Identification of Documents**

All 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. Consultant shall provide physical and logical protection for the hardware, software, applications and data that meet or exceed industry standards and be responsible for the security of all information provided to it or generated hereunder.

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.

## **8.6 Information Technology Warranties.**

Consultant shall strictly comply with the descriptions and representations (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) contained in the Request for Proposals, the Proposal submitted by Consultant, Exhibit "A," and all documents referenced therein and, in addition to other warranties implied or expressed, Consultant hereby expressly warrants that it will perform the Services in a timely manner and in a workmanlike manner and in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services. Any products provided in connection with this Agreement, if any, will conform to generally applicable standards in the industry and the Consultant shall use only new standard parts and materials, unless otherwise agreed to in writing by the Owner. Consultant shall not violate or in any way infringe upon the rights of third parties, including proprietary information and any intellectual property rights. Consultant represents that it is the lawful owner or licensee of all software, hardware, methods and any intellectual property used in connection with this Agreement and has the right to grant the Owner access to or use thereof. Consultant shall assign to the Owner all manufacturer's warranties for hardware, software and other materials furnished to the Owner under this Agreement, if any. All deliverables shall interface, integrate and be functionally compatible with and shall perform on any and all of the Owner's hardware and software configurations. All software and hardware deliverables and any update or revision thereto, if any, shall be free from defects and meet all specifications set forth herein. Consultant specifically warrants that the Services, including any deliverables, if any, shall perform the functions substantially as described herein and that all equipment and supplies shall be free from defects in materials or workmanship, shall be installed properly and in accordance with manufacturer's recommendations or other industry standards and shall function in a failure-free manner. Consultant shall, without charge to the Owner, correct any and all defects and make any additions, modifications, or adjustments to any of the deliverable or Services as may be necessary to ensure operation in accordance with the intent and requirements of this 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, to the extent allowed by law, 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 sixty (60) 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, binding arbitration under the auspices of the American Arbitration Association. The parties hereby consent to the jurisdiction **and venue of** 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 Project Addenda. The Consultant shall not assign the Agreement or any Project Addenda in whole or in part without written consent of the Owner.

## **ARTICLE 11 – ADDITIONAL REPRESENTATIONS 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.

## **11.2 Public Records; Open Meetings.**

The Consultant has been advised that the Owner, and its activities, are subject to (i) the Public Records Law, Chapter 119, Florida Statutes, which imposes broad disclosure requirements upon documents of the Owner with regard to documents deemed to be public records, and (ii) the Government-in-the-Sunshine-Law, Section 286.011, Florida Statutes, which requires, with limited exceptions, the Owner to conduct business in open meetings. Consultant will cooperate with Owner to observe and comply with the requirements of said laws in performing the Services. The Consultant agrees that it will comply with all Owner policies and procedures in observing the requirements of said laws.

## **11.3 Binding Proposal.**

The Consultant shall comply at all times with the certifications, affirmative statements and other representations made by Consultant in its proposal, unless waived in writing by the Owner; which certifying affirmative statements and other representations are incorporated herein by this reference.

## **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 a Project 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 Project Addendum hereto, or arising out of any judgment or award in any suit or proceeding declaring this Agreement or any Project Addendum hereto null, void, or voidable or delaying the same, or any part thereof, from being carried out; provided, however, that this waiver shall not prevent the Consultant from seeking to recover the reasonable value of the Services rendered by the Consultant prior to the entry of such judgment or award.

## **ARTICLE 14 - MEMBER PROTECTION**

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

## **ARTICLE 15 – INDEMNIFICATION AND INSURANCE**

### **15.1 Consultant's Obligations for Indemnification**

15.1.1 To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City of Orlando (the "City") the Owner, its officers, directors, agents and employees (including without limitation members of the Owner's Board and the City's Council and members of the citizens advisory committees of each), 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 Intellectual Property Indemnification. In addition to the indemnification obligations in paragraph 15.1.1, Consultant shall defend, indemnify and hold harmless the Owner against any and all liability resulting from any intellectual property claim or potential claim and if Consultant infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Agreement, Consultant shall, at the Owner's option **(a)** obtain for the Owner the right to use such products and services; **(b)** replace any goods, services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing goods, services, or products and refund the price paid therefore to the Owner.

15.1.3 If the indemnification provisions recited in paragraphs 15.1.1 or 15.1.2 are deemed to be void under Florida law, then the Consultant shall indemnify Owner arising from or relating in any way to the breach of this Agreement, its officers and employees in accordance with, and to the fullest extent permitted by Florida law,.

### **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.

### **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 for each occurrence.

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 17 - COVENANTS AGAINST DISCRIMINATION**

### **17.1 Pertinent 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 subtier 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 Contact 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-funded, FDOT-funded, 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. Prior to being awarded a Project Addendum, the Consultant shall provide to the Owner either: 1) a written commitment to contract with DBE-certified subconsultants to meet the Owner's DBE goal for Services, or 2) evidence satisfactory to the Owner that the Consultant has made good faith efforts to reach the Owner's DBE goal for Services.

**18.2** It is the policy of the Owner on all non-federally funded, non-FDOT funded, 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) a written commitment to contract with MWBE-certified firms to meet the Owner's MWBE goal for 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 ten (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 (1) 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 All Amendments Must be Written; No Waiver**

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. Failure by any party at any time to enforce any default or right reserved to it or to require the performance of any of the terms, covenants or provisions hereof by the other party at

the time designated, shall not be deemed a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

## **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 thirty-six (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 this 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 this 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 Agreement 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 Agreement 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 (29 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 Consultant 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.

Attest:

**Greater Orlando Aviation Authority**

\_\_\_\_\_  
Witness Signature

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

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

\_\_\_\_\_  
Printed Name

(SEAL)

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

this 2nd day of December, 2022

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

Rumberger, Kirk & Caldwell, P.A.  
Legal Counsel  
Greater Orlando Aviation Authority

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

(SEAL)

**R. M. Chin & Associates, Inc.**

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

\_\_\_\_\_  
Signature (Duly Authorized Rep.)

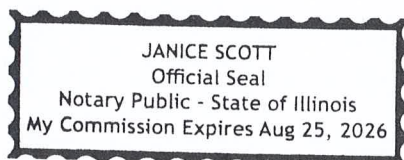
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Certification of Consultant's Authorized Representative

State of: ILLINOIS  
County of: COOK

The foregoing instrument was acknowledged before me by means of EILEEN CHIN OF R. M. Chin & Associates, Inc., (Consultant's duly authorized representative), an Illinois corporation, on behalf of the corporation. He/she is personally known to me or has produced a Driver's License as identification.



\_\_\_\_\_  
Notary Public



## **EXHIBIT A – RELATED DOCUMENTS**

### **Owner's Representative**

Davin Ruohomaki  
Sr. Director, Engineering and Construction  
Greater Orlando Aviation Authority  
One Jeff Fuqua Blvd.  
Orlando, FL 32827-4399

### **Consultant's Representative**

Ms. Eileen Chin  
R. M. Chin & Associates, Inc.  
500 W. 18th St. Suite 200  
Chicago IL 60616

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

- ☐ Board Meeting Minutes
- ☐ Consultant's Hourly Rates



## GREATER ORLANDO AVIATION AUTHORITY

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

### MEMORANDUM

TO: Members of the Aviation Authority

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

DATE: August 17, 2022

### ITEM DESCRIPTION

Recommendation of the Professional Services Committee to Rank Firms Shortlisted for Construction-Engineering-Financial Consulting, Capital Planning, Grant Management, Invoice Review, and Construction Audit Services at the Orlando International and Orlando Executive Airports

### BACKGROUND

On April 3 and 6, 2022, a notice was publicly advertised requesting Statements of Qualifications (SOQs) for Construction-Engineering-Financial Consulting, Capital Planning, Grant Management, Invoice Review, and Construction Audit Services at the Orlando International and Orlando Executive Airports, which include, but are not limited to, the Categories of Services as follows:

Category 1: Financial Consulting for Construction, Maintenance, Environmental and Other Projects Services:

- Assist with the development of project control budgets and funding plans for construction projects;
- Review construction contract awards, change orders and professional services fee proposals for contract compliance and funding eligibility for federal, state and other funding sources, including, but not limited to, Bipartisan Infrastructure law (BIL) grants, Airport Improvement Program (AIP) grants, Florida Department of Transportation (FDOT) grants, Passenger Facility Charges (PFC), Operations and Maintenance Funds, Capital Expenditure Funds, General Airport Revenue Bonds, Capital Facility Charge (CFC), as applicable;
- Perform independent, third party reviews of change orders prior to submission to the Aviation Authority's Construction Committee; verify that change orders adequately describe the contract change and include plan revisions where applicable; verify independent cost estimates and cost recapitulation worksheets to ensure that change order pricing is aligned with the scope of work; verify funding source and availability of funds for change orders; review change order pricing for supporting documentation and appropriate mark-ups; and, perform labor burden analysis for change order labor rates, as needed;
- Review scope description, verify availability of funds, review supporting documentation and independent estimates for job order contracts; perform independent estimates; collect, maintain, analyze, and publish change orders, professional fees, and labor rate databases; perform reviews for Davis-Bacon wage compliance on AIP and other federally funded projects as applicable; and all other services as requested to support the Aviation Authority's departments and public committees that are responsible for oversight of construction projects from inception through final close-out; and,

- Prepare Executive Reporting, which may include, but is not limited to, cost reports, key performance indicator reports for projects, construction project statistics, cash flow projections, and Estimates at Completion (EACs).

Category 2: Construction Payment Application and Invoice Review Services:

- Review construction project payment applications, professional services fee invoices, and other project related invoices for contract compliance, including but not limited to, verification of approved billing rates, allowable costs, and supporting documentation, such as certified payrolls and construction change order approvals;
- Review construction project payment applications, professional services fee invoices, and other project related invoices for funding compliance including, but not limited to, availability of funding, alignment of scope, verification that costs are eligible, allowable, reasonable and allocable and comply with specific grant agreement terms, and federal, state, PFC, and local funding requirements, including compliance with procurement, reporting, Buy American, and prevailing wage requirements, as applicable;
- Prepare payment and funding forms for timely entry into the Aviation Authority's accounting system to ensure payment in accordance with Florida prompt payment statutes; and,
- Maintain Invoice and payment application tracking reports; and other analyses required for various funding sources.

Category 3: Financial Consulting for the Capital Improvement Program (CIP) and Capital Initiation Requests (CIR) Services:

- Assist with the development of project control budgets and funding plans for construction projects;
- Assist in the development and updates of the CIP and CIR budgets;
- Maintain CIP and CIR data, analyze price escalation and cost estimate validation;
- Evaluate financing alternatives as it relates to eligibility for AIP, FDOT, PFC, BIL and other funding sources;
- Perform financial analysis, such as cash flow projections for capital projects based on funding sources and financial commitments;
- Assist with financial support activities for bond issuances and other strategic initiatives; and the annual budget process; and,
- Perform Executive Reporting, which may include, but is not limited to, cost reports, key performance indicator reports, construction project statistics, cash flow projections and Estimates at Completion (EACs).

Category 4: Grant and PFC Application Services:

- Assist in preparation of applications for federal, state, and PFC funding;
- Assist with requests for federal agency approvals for procurement and contract compliance as needed; and,
- Assist with grant and PFC application close-out.

Category 5: Extension of Staff Services:

- Assist the Engineering, Construction, and Finance Departments in preparation for Construction Committee, Professional Services Committee, Construction Finance Oversight Committee, and other Aviation Authority meetings upon request;
- Assist with agendas and minutes;
- Assist with contract, purchase order and invoice processing using specified software programs; and,
- Assist with budget planning and tracking, creation of projects and completion of project control forms.

Category 6: Audit and Advisory Services:

- Perform audits of engineering and construction contracts, upon request; and,
- Provide advisory services regarding best practices and process improvements.

Under any category, the Services may also include financial, audit, accounting, and other oversight services in support of emergency or disaster recovery efforts, assistance with the Construction Department and legal counsel on construction claims reviews, dispute review board proceedings, legal

proceedings, advisory services regarding best practices and process improvements, and any other extension of staff duties as requested to support the Aviation Authority.

It was preferred that proposers and their key personnel demonstrate experience in performing similar professional financial consulting services for projects of a scope and nature comparable to the advertised services, and have successfully completed similar projects within the last three years. It was also preferred that proposers clearly identify experience (1) on specific similar professional financial consulting contracts, which best represent the Proposer's and the key personnel's skill performing services similar to those required by the Aviation Authority; and, (2) with funding sources involved on each qualifying contract, and indicate prior experience meeting the requirements on projects funded with the following funding sources: BIL Grants, AIP Grants, FDOT Grants, PFC, CFC, Operations and Maintenance Funds, Capital Expenditure Funds, General Airport Revenue Bonds, and other funding sources as applicable.

Proposers were required to prepare a written action plan that demonstrates the Proposer's understanding of the Aviation Authority's Disadvantaged Business Enterprise (DBE), Minority and Women Business Enterprise (MWBE), and Local Developing Business (LDB)/Veteran Business Enterprise (VBE) Participation Programs and how the Proposer will achieve the participation goals for each negotiated scope of work. The Aviation Authority will establish DBE/MWBE/LDB/VBE Participation Goals for each negotiated scope of services as applicable.

The terms of the agreement shall be for a period of five years.

## **ISSUES**

On May 3, 2022, twelve responses to the Aviation Authority's advertisement for the above-referenced services were received, as follows:

- Anchin, Block & Achin, LLP
- Anser Advisory Consulting, LLC dba Anser Advisory
- Baker Tilly US, LLP
- Carr, Riggs & Ingram, LLC
- CliftonLarsonAllen, LLP
- CohnReznick, LLP
- Corporate Solutions Tech, Inc.
- Exiger, LLC
- Grassi & Co., CPAs, P.C.
- Moss Adams, LLP
- R.M. Chin & Associates, Inc.
- Talson International, LLC

On June 2, 2022, the Professional Services Committee (PSC) met to consider the responses. Based on the SOQs, staff's evaluation, and past performance on Aviation Authority or related projects, the PSC shortlisted the following firms for further consideration (in alphabetical order):

- Anser Advisory Consulting, LLC dba Anser Advisory
- Baker Tilly US, LLP
- Carr, Riggs & Ingram, LLC
- CohnReznick, LLP
- Exiger, LLC
- Moss Adams, LLP
- R.M. Chin & Associates, Inc.
- Talson International, LLC

On July 12, and 13, the PSC met to consider the shortlisted firms. Each firm was interviewed and evaluated by the PSC based on the following criteria:

- Comprehensive Approach
- Qualifications and Experience of Firm
- Qualifications and Experience of Key Personnel
- Insurance and Licensure
- Financial Statements

- Commitment to the DBE/MWBE/LDB/VBE Participation Programs
- References

In accordance with Aviation Authority Policy 450.02, a performance guarantee, such as a Performance Bond or letter of credit, shall be required for all solicitations for services with an estimated annual amount equaling or exceeding \$300,000. Historically, the services for the current solicitation have exceeded this threshold. Pursuant to Policy 450.02, this performance guarantee requirement may be waived by the Aviation Authority Board.

At the conclusion of the interviews and discussion, the PSC recommended the ranking below. It was the consensus of the PSC that the five ranked firms were the most highly qualified, demonstrated the best understanding of the scope of services advertised, and presented the most comprehensive detailed responses to all questions posed during the interviews.

The PSC recommended entering into a no-cost agreement for Construction-Engineering-Financial Consulting, Capital Planning, Grant Management, Invoice Review, and Construction Audit Services at the Orlando International and Orlando Executive Airports with each of the five ranked firms and waiving the requirement for bonds, as outlined in the memorandum.

**First: Anser Advisory Consulting, LLC dba Anser Advisory (AAC):** AAC provided an excellent SOQ, which included an excellent comprehensive approach and a thorough understanding of the services required. AAC clearly demonstrated its similar professional financial consulting services and its prior experience meeting the requirements on projects funded with all required funding sources. AAC has been in business for over 25 years with an office located in Longwood, FL. AAC has significant Aviation Authority experience and has been very responsive during its tenure as the incumbent for the referenced financial consulting services for the Aviation Authority. In addition to its experience with the Aviation Authority, AAC has provided similar financial consulting services at Charlotte Douglas International Airport, NC; Salt Lake City International Airport UT; San Francisco International Airport, CA; Phoenix Sky Harbor International Airport, AZ; Cincinnati/Northern Kentucky International Airport, KY; and, John Glenn Columbus International Airport, OH; . AAC has proposed a very experienced team with extensive similar work experience, and its proposed project manager has over 20 years of similar financial consulting services experience. AAC provided the required insurance and financial statements, and received positive reference responses. AAC provided its written action plan that demonstrated its commitment to the Aviation Authority's Small Business Participation Programs.

**Second: Carr, Riggs & Ingram, LLC (CRI):** CRI provided a very good SOQ, which included an excellent comprehensive approach and a clear understanding of the services required. CRI demonstrated its similar professional financial consulting services and its prior experience meeting the requirements on projects funded with all required funding sources. CRI has been in business for over 25 years with an office located in Orlando, FL. CRI has relevant similar financial consulting services with the Aviation Authority. CRI has also provided similar financial consulting services for the Melbourne International Airport, FL; the City of Fort Lauderdale, FL; the School Board for Lake City, FL; Orlando Health, Inc., FL; Orange County Public Schools, FL; and, School District of Osceola County, FL. CRI has proposed a very experienced team with extensive similar work experience, and its proposed project manager has over 20 years of similar financial consulting services experience. CRI provided the required insurance and financial statements, and received positive reference responses. CRI provided its written action plan that demonstrated its commitment to the Aviation Authority's Small Business Participation Programs.

**Third: CohnReznick, LLP (COHNREZNICK):** COHNREZNICK provided a very good SOQ, which included an excellent comprehensive approach and a clear understanding of the services required. COHNREZNICK demonstrated its similar professional financial consulting services and its prior experience meeting the requirements on projects funded with all required funding sources. COHNREZNICK has been in business for over 26 years with Florida offices located in Miami and Tallahassee. COHNREZNICK has provided similar financial consulting services at Chicago O'Hare International Airport, IL; Port Authority of New York and New Jersey – LaGuardia Airport Redevelopment; Metropolitan Washington Airports Authority, DC; Florida Department of Economic Opportunity; Connecticut Department of Transportation; Texas Division of Emergency Management, and Department of Housing and Community Affairs; and

Digital Realty (real estate investment trust). COHNREZNICK has proposed a very experienced team with extensive similar work experience, and its proposed project manager has over 35 years of similar financial consulting services experience. COHNREZNICK provided the required insurance and financial statements, and received positive reference responses. COHNREZNICK provided its written action plan that demonstrated its commitment to the Aviation Authority's Small Business Participation Programs.

**Fourth: R.M. Chin & Associates, Inc. (CHIN):** CHIN provided a very good SOQ, which included an excellent comprehensive approach and a clear understanding of the services required. CHIN demonstrated its similar professional financial consulting services and its prior experience meeting the requirements on projects funded with all required funding sources. CHIN has been in business for over 30 years with an office in Orlando, FL. CHIN has provided similar financial consulting services for American Airlines at various airports in the U.S.; Dallas-Fort Worth International Airport; and, Midway and O'Hare International Airports. CHIN has proposed a very experienced team with extensive similar work experience, and its proposed project manager has over 30 years of similar financial consulting services experience. CHIN provided the required insurance and financial statements, and received positive reference responses. CHIN provided its written action plan that demonstrated its commitment to the Aviation Authority's Small Business Participation Programs.

**Fifth: Talson International, LLC (TALSON):** TALSON provided a very good SOQ, which included an excellent comprehensive approach and a clear understanding of the services required. TALSON demonstrated its similar professional financial consulting services and its prior experience meeting the requirements on projects funded with all required funding sources. TALSON has been in business for over 20 years with its headquarters located in Philadelphia, PA. TALSON has provided similar financial consulting services for Philadelphia International Airport, PA; Denver International Airport, CO; Port of Seattle-Tacoma International Airport, WA; Sarasota Municipal Airport Authority, FL; New Orleans Regional Transportation Authority, LA; Panama Canal Authority - Third Set of Locks Expansion, Panama; Children's Hospital of Philadelphia, PA; Meta (formerly known as Facebook) at various locations; and, Baptist Health Care, GA. TALSON has proposed a very experienced team with extensive similar work experience, and its proposed project manager has over 40 years of similar financial consulting services experience. TALSON provided the required insurance and financial statements, and received positive reference responses. TALSON provided its written action plan that demonstrated its commitment to the Aviation Authority's Small Business Participation Programs.

## **ALTERNATIVES**

The Aviation Authority Board could, upon finding of abuse of discretion, reject the recommendation of the PSC and direct the PSC to conduct further evaluations consistent with the published selection process and criteria.

## **FISCAL IMPACT**

There is no fiscal impact for the base agreements. 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 Professional Services Committee and (1) approve the ranking for Construction-Engineering-Financial Consulting, Capital Planning, Grant Management, Invoice Review, and Construction Audit Services at the Orlando International and Orlando Executive Airports, as follows: First – Anser Advisory Consulting, LLC dba Anser Advisory; Second – Carr, Riggs & Ingram, LLC; Third – CohnReznick, LLP; Fourth – R.M. Chin & Associates, Inc.; and, Fifth – Talson International, LLC; (2) waive the requirement for bonds; (3) authorize hourly rate negotiations with the five ranked firms in accordance with the Aviation Authority's policies and procedures; and, (4) subject to successful negotiations with the five ranked firms: (a) approve a no-cost agreement for Construction-Engineering-Financial Consulting, Capital Planning, Grant Management, Invoice Review, and Construction Audit Services at the Orlando International and Orlando Executive Airports with each firm 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><b>Office</b></i>	<i><b>Position</b></i>	<i><b>Hourly Rate</b></i>	<i><b>Effective</b></i>	<i><b>Renog. Date</b></i>	<i><b>Comments</b></i>
<b><u>R. M. Chin &amp; Associates, Inc.</u></b>					
HOME	Administrative	\$73.00	11/02/22	11/02/23	
HOME	Associate Director	\$89.00	11/02/22	11/02/23	
HOME	Budget Analyst	\$105.00	11/02/22	11/02/23	
HOME	Director	\$218.00	11/02/22	11/02/23	
HOME	Manager	\$133.00	11/02/22	11/02/23	
HOME	Manager II	\$141.00	11/02/22	11/02/23	
HOME	Multiplier	\$2.32	11/02/22	11/02/23	
HOME	Partner	\$284.00	11/02/22	11/02/23	
HOME	Principal	\$258.00	11/02/22	11/02/23	
HOME	Project Analyst	\$94.00	11/02/22	11/02/23	
HOME	Senior Accountant	\$107.00	11/02/22	11/02/23	
HOME	Senior Manager	\$174.00	11/02/22	11/02/23	
HOME	Staff Accountant	\$67.00	11/02/22	11/02/23	



**EXHIBIT B – NOTICE OF PROFESSIONAL SERVICES (ADVERTISEMENT) including Exhibit A Scope of Service for Specific Projects**

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

**W452 CONSTRUCTION-ENGINEERING FINANCIAL CONSULTING, CAPITAL  
PLANNING, GRANT MANAGEMENT, INVOICE REVIEW AND CONSTRUCTION AUDIT  
SERVICES**

**ORLANDO INTERNATIONAL and EXECUTIVE AIRPORTS**

Pursuant to 2 CFR Part 200, Section 287.057, Florida Statutes and the policies and procedures of the Greater Orlando Aviation Authority (Authority), notice is hereby given that all interested firms and individuals (Proposers) are invited to submit Statement(s) of Qualifications (SOQs) to render professional financial services (Services) to the Authority for **W452 Construction-Engineering Financial Consulting, Capital Planning, Grant Management, Invoice Review and Construction Audit Services** (Project) at the Orlando International and Executive Airports (Airport).

The Authority intends to select one or more Proposers for each Category of Services described below. The precise scope of services will be negotiated, as needed, with each selected Consultant based upon their experience and workload capacity.

All interested Proposers, including small businesses, are encouraged to submit for

- a. one Category of Services;
- b. more than one Category of Services; and/or
- c. all Categories of Services.

The Categories of Services are as follows:

**1) Financial Consulting for Construction, Maintenance, Environmental and Other Projects:** Services may include but are not limited to:

- Assist with the development of project control budgets and funding plans for construction projects;
- Review construction contract awards, change orders and professional services fee proposals for contract compliance and funding eligibility for federal, state and other funding sources, including, but not limited to, Bipartisan Infrastructure law (BIL) grants, Airport Improvement Program (AIP) grants, Florida Department of Transportation (FDOT) grants, Passenger Facility Charges (PFC) funding, Operations and Maintenance funding, Capital Expenditure funding, General Airport Revenue bond funding, Capital Facility Charge (CFC) funding, and other funding sources, as applicable;
- Perform independent, third party reviews of change orders prior to submission to the Authority's Construction Committee; verify that change orders adequately describe the contract change and include plan revisions where applicable; verify independent cost estimates and cost recapitulation worksheets to ensure that change order pricing is aligned with the scope of

work; verify funding source and availability of funds for change orders; review change order pricing for supporting documentation and appropriate mark-ups; perform labor burden analysis for change order labor rates, as needed;

- Review scope description, verify availability of funds, review supporting documentation and independent estimates for job order contracts; perform independent estimates; collect, maintain, analyze, and publish change order, professional fees, and labor rate databases; perform reviews for Davis-Bacon wage compliance on Airport Improvement Program (AIP) and other federal funded projects as applicable; and all other services as requested to support the Authority's departments and public committees that are responsible for oversight of construction projects from inception through final close-out; and
- Executive Reporting, which may include, but is not limited to cost reports, Key Performance Indicator reports for projects, construction project statistics, cash flow projections, and Estimates at Completion (EACs).

**2) Construction Payment Application and Invoice Review:** Services may include, but are not limited to

- Review construction project payment applications, professional services fee invoices, and other project related invoices for contract compliance, including but not limited to verification of approved billing rates, allowable costs, and supporting documentation, such as certified payrolls, construction change order approvals.; and
- Review construction project payment applications, professional services fee invoices, and other project related invoices for funding compliance including, but not limited to availability of funding, alignment of scope, verification that costs are eligible, allowable, reasonable and allocable and comply with specific grant agreement terms and federal, state, PFC, and local funding requirements, including compliance with procurement, reporting, Buy American, and prevailing wage requirements, as applicable.
- Prepare payment and funding forms for timely entry into the Authority's accounting system to ensure payment in accordance with Florida prompt payment statutes.
- Invoice and payment application tracking reports; and other analysis required for various funding sources.

**3) Financial Consulting for the Capital Improvement Program (CIP) and Capital Initiation Requests (CIR):** Services may include but are not limited to

- Assist with the development of project control budgets and funding plans for construction projects;
- Assist in the development and updates of the Capital Improvement Program and Capital Initiation Request budgets;

- Maintain CIP/CIR data, analysis of price escalation and cost estimate validation;
- Evaluation of financing alternatives as it relates to eligibility for Airport Improvement Program (AIP), Florida Department of Transportation (FDOT), Passenger Facility Charges (PFC), Bipartisan Infrastructure law (BIL) and other funding sources;
- Financial analysis, such as cash flow projections for capital projects based on funding sources, financial commitments;
- Financial support activities for bond issuances and other strategic initiatives;
- Financial support services for the annual budget process; and
- Executive Reporting, which may include, but is not limited to cost reports, Key Performance Indicator reports, construction project statistics, cash flow projections and Estimates at Completion (EACs).

4) **Grant and Passenger Facility Charge (PFC) Application Services:** Services may include, but are not limited to,

- Assist in preparation of applications for federal, state, and PFC funding;
- Assist with requests for federal agency approvals for procurement and contract compliance as needed; and
- Assist with grant and PFC application close-out.

5) **Extension of Staff Services:** Services may include, but are not limited to,

- Assist the Engineering, Construction, and Finance Departments in preparation for Construction Finance Oversight Committee, Construction Committee, Professional Services Committee, and other meetings upon request;
- Assist with agenda and minutes;
- Assist with contract, purchase order and invoice processing using specified software programs; and
- Assist with budget planning and tracking, creation of projects and completion of project control forms.

6) **Audit and Advisory Services:**

- Perform audits of engineering and construction contracts, upon request.
- Provide advisory services regarding best practices and process improvements

Under any category, the Services may also include financial, audit, accounting, and other oversight services in support of emergency or disaster recovery efforts, assisting the construction department and legal counsel on construction claims reviews, dispute review board proceedings, legal proceedings, advisory services regarding best practices and process improvements, and any other extension of staff duties as requested to support the Authority.

Proposers may submit SOQs for more than one category. A separate SOQ is not required for each category.

A Pre-Submittal Conference will be held **at 11:00 AM (local time) on April 11, 2022, in the ALPHA/BRAVO Conference Rooms, Orlando International Airport, 11344 Terminal C Service Road, Orlando, FL 32824.** The Services Scope, the Submission Requirements, the Minority and Women Business Enterprise (MWBE) Participation, Local Developing Business/Veteran Business Enterprise (LDB/VBE) Participation and Disadvantage Business Enterprise (DBE) Participation Program and questions regarding the Services will be reviewed at the Pre-Submittal Conference. The Advertisement, Submission Requirements, Responses to inquiries and Pre-Submittal Conference minutes, will be made available on the Authority's website at:

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

### **IMPORTANT NOTICE**

Proposers are hereby notified that these services may be utilized on a federally-funded contract and as such, the contract may require compliance with: (1) the Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26, as referenced in the Owner's Disadvantaged Business Enterprise Participation Program; (2) the Buy American requirements imposed by Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990; (3) the minimum prevailing wage rates established by the Secretary of the U.S. Department of Labor (Davis Bacon); (4) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246), as amended, requiring an Equal Opportunity Report Statement; and, (5) Certification of Non-Segregated Facilities.

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 Services referenced in this Advertisement are subject to approval by the Authority prior to any services being performed.

### **GREATER ORLANDO AVIATION AUTHORITY**

By: M. Carson Good  
Aviation Authority Chairman

**GREATER ORLANDO AVIATION AUTHORITY  
NOTICE OF PROFESSIONAL SERVICES  
W452 CONSTRUCTION-ENGINEERING FINANCIAL CONSULTING, CAPITAL  
PLANNING, GRANT MANAGEMENT, INVOICE REVIEW AND CONSTRUCTION AUDIT  
REVIEW SERVICES  
ORLANDO INTERNATIONAL and EXECUTIVE AIRPORTS**

**SUBMISSION REQUIREMENTS**

For the Categories of Services and other information regarding the Pre-Submittal Conference, refer to the Advertisement, which is available on the Authority's website at:

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

Written inquiries shall be directed to **Mark Birkebak, Director of Engineering, Greater Orlando Aviation Authority via email at W452@goaa.org**. Questions received after close of business on **April 22, 2022**, will not be answered.

Interested Proposers are requested to submit one (1) original and three (3) printed copies along with one (1) electronic PDF version\* on a USB portable storage device (flash drive, thumb drive, etc.) of a Statement of Qualifications (SOQ) **up to 2:00 p.m. local time on May 3, 2022, to the Project Controls Office, Greater Orlando Aviation Authority, 11312 Terminal C Service Road, Bldg. 16, Orlando, FL 32824**. Any SOQ 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, **"SOQ for W452 Construction-Engineering Financial Consulting Services"**.

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 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 selected for award.
  - 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). 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 contract, or whether it will be formed upon award. If it is formed specifically for this contract 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) An explanation of the Proposer's comprehensive approach to providing the Services.
  - b) A narrative on why **Proposer** should be selected, including:
    - i. Refer to the Categories of Services numbered 1-6 in the Advertisement. For each Category that the Proposer proposes to perform, include a brief overview of the Proposer's experience and expertise explaining why the Proposer should be selected for the particular Category of Services.
    - ii. Describe the Proposer's similar professional financial consulting contracts with particular reference to scope, funding sources, construction delivery methods and lessons learned.
    - iii. Specifically describe the Proposer's experience on federal and state grant-funded construction projects at operating airports, or other comparable infrastructure projects, with specific reference to Proposer's approach to the coordination and communication with the Owner and the Program Management (OAR) teams and project implementation (discuss shared use of technology, if any).
3. **Qualifying Experience** - **For each Category of Services that the Proposer proposes to perform, include a separate tabbed section** (i.e., Tab 3(a), 3(b), etc.). If proposing on all six categories, include six tabbed sections, one for each category.
  - a) **It is preferred that Proposers have prior experience performing similar professional financial consulting contracts within the last three (3) years.**

- b) **It is preferred that Proposer's key personnel have no less than three (3) years of experience performing the proposed Category of Services in airport finance or the construction industry.**

For each Category of Services that the Proposer proposes to perform, include:

- a) An Organizational Chart for reference
- b) Resumes for no more than three (3) of the proposed personnel. The same individuals may be proposed for multiple categories, as long as additional personnel are identified that are capable of sharing the workload.
- c) Clearly identify specific similar professional financial consulting contract(s), which best represent the Proposer's and the key personnel's skill and experience performing services similar to those required by the Aviation Authority. Include the client name, dates of service and a detailed description of services performed. Clearly identify the funding sources involved on each qualifying contract. Indicate prior experience meeting the requirements on projects funded with the following funding sources: Bipartisan Infrastructure law (BIL) grants, and Airport Improvement Program (AIP) grants, Florida Department of Transportation (FDOT) grants, Passenger Facility Charges (PFC), Aviation Authority Operations and Maintenance funding, Capital Expenditure funding, General Airport Revenue bond funding, Capital Facility Charge (CFC) funding, and other funding sources as applicable.
- d) Identify prior examples where the proposed personnel have worked together on other similar projects/contracts (if applicable).
- c) Provide the name, title, address, Email address and phone number 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/contract. Reference checks will be conducted on those projects and may be conducted on other projects/contracts.

- 4. **MWBE/LDB/VBE Requirements** - All Proposers are hereby notified that they must comply with the following, for locally-funded contracts: 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 Policy.

**The Policies and certified MWBE and LDB/VBE Directories are available on-line at the Authority's web site:**

[http://www.orlandoairports.net/small\\_business](http://www.orlandoairports.net/small_business)

The Proposer shall prepare a written action plan that demonstrates the Proposer's understanding of the MWBE and LDB/VBE participation programs and how the Proposer will achieve the participation goals for each negotiated scope of work. The Proposer's plan to assist small business (MWBE and LDB/VBE) firms by either assisting these firms with obtaining appropriate levels of insurance coverage or by lowering



subconsultant insurance thresholds to accommodate participation shall also be included.

**The Authority will establish MWBE/LDB/VBE Participation Goals for each negotiated scope of services as applicable.**

Questions concerning the MWBE/LDB/VBE programs can be addressed to the Aviation Authority's Office of Small Business Development, Attn. Mr. George Morning, Director, Greater Orlando Aviation Authority, Orlando International Airport, 5850-B Cargo Road, Orlando, FL 32827; Phone: (407) 825-7130, Email: [george.morning@goaa.org](mailto:george.morning@goaa.org). Proposers shall be solely responsible for confirming MWBE, LDB, and VBE subcontractors' experience, capacity, certification and any other information related to the Services.

5. **DBE Requirements** - For federal and State of Florida funded contracts, all Proposers are hereby notified that they must comply with the Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26, and the Authority's DBE Participation Program and Policy. The Proposer shall submit a written statement or action plan that demonstrates the Proposer's understanding of the DBE Participation Program and Policy, and how the Proposer will achieve established DBE Participation Goals for each negotiated scope of work.

**The Policies, Forms, and certified DBE Directory are available on-line at the Authority's web site:**

[http://www.orlandoairports.net/small\\_business](http://www.orlandoairports.net/small_business)

Any scope of work with an established DBE Participation Goal that is negotiated pursuant to this Solicitation will only be awarded to a consultant who makes good faith efforts to meet the established DBE Participation Goal. During negotiations for each such scope of work, the consultant, at a time designated by the Authority, will be required to submit the following information: the names and addresses of the DBE firms that will participate in the scope of work; the proposed role for each proposed DBE firm, including an estimated dollar amount and participation goal for each firm; and any other information requested by the Authority, or otherwise required by law or required by the Authority's Policies or Programs.

**The Authority will establish DBE Participation Goals for each negotiated scope of services as applicable.**

Questions concerning the DBE program can be addressed to the Aviation Authority's Office of Small Business Development, Attn. Mr. George Morning, Director, Greater Orlando Aviation Authority, Orlando International Airport, 5850-B Cargo Road, Orlando, FL 32827; Phone: (407) 825-7130, Email: [george.morning@goaa.org](mailto:george.morning@goaa.org). Proposers shall be solely responsible for confirming DBE subconsultants' experience, capacity, certification and any other information related to the Services.

6. **Insurance Requirements** – Include evidence of the Proposer’s ability to provide the following insurance coverage, either by means of an existing policy or other verifiable proof (Agent/Broker commitment letter):

- a) Professional Liability – Minimum of \$1,000,000 per claim and annual aggregate with maximum deductible or self-insured retention in an amount not exceeding \$100,000. Any deductible or self-insurance retention should be indicated on the Proposer’s certificate of insurance.
- b) Commercial General Liability (CGL) – Minimum of \$1,000,000 per occurrence and annual aggregate, with maximum deductible or self-insured retention in an amount not exceeding \$100,000. Any deductible or self-insurance retention should be indicated on the Proposer’s certificate of insurance.
- c) Automobile Liability – Minimum of \$1,000,000 per occurrence, with maximum deductible or self-insured retention in an amount not exceeding \$100,000. Any deductible or self-insurance retention should be indicated on the Proposer’s certificate of insurance.
- d) Worker’s Compensation - (statutory limit)  
Employer’s Liability:                      \$500,000 - each accident  
   \$500,000 disease - policy limit  
   \$500,000 disease - each employee

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.

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

- a) Evidence that the Proposer is 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.
- b) Include a copy of any Certified Construction Auditor (CCA) and/or Construction Control Professional (CCP) certifications from the National Association of Construction Auditors (thenaca.org)

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.

8. **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 the proposed 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 LOI. 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 (W-452) 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.

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

- The project/contract 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.

10. **RATES.** Include a completed price proposal form that lists billable rates for each proposed position. The price proposal form is attached as Exhibit A. The rates shall include all labor, travel, materials and overhead costs necessary to perform the services. The Authority will review the rates for reasonableness. For federally-funded contracts, rates must comply with federal requirements and Consultants must be capable of validating their applied overhead rates by providing the Authority with a copy of their audit certification that conforms to acceptable industry audit standards, such as the Government Auditing Standards (GAGAS) or the Generally Accepted Auditing Standards (GAAS).
11. **CERTIFICATION OF PROPOSER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS** – Proposers must include a page listing the following two completed certification statements. The Proposer must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The Proposer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

### Certifications

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

### Note

If a Proposer responds in the affirmative to either of the above representations, the Proposer is ineligible to receive an award that is funded federally unless the Authority has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests.

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

### **EVALUATION AND AWARD CRITERIA**

Following submission, the Authority's Professional Services Committee (PSC) **intends to shortlist no less than three (3) Proposers**. Among the factors that will be considered in selecting the Proposers who will be short listed are their qualifications, approach to providing the Services, ability to provide the required Services, prior experience on similar projects/contracts, their past performance with the Authority (if applicable), their past performance with other entities, quality of minority and small business participation plan, 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.

Shortlisted Proposers may be scheduled for an interview, presentation or both. Following shortlisting, and interviews or presentations, the Authority shall make a final ranking and select in order of preference, based on the above information, weighing of CCNA (Consultants' Competitive Negotiation Act) factors, and interview results, in order to select for award, **the most highly qualified** Proposers to perform the Services, with price and other factors considered.

**The Authority intends, but is not obligated, to enter into non-exclusive agreements with one or more selected Proposers to perform the Services. The term of these agreements shall be for a period of five (5) years.**

The extent and scope of the Services, along with the fees for such Services will be negotiated with the selected Proposer(s) but will be subject to approval by the Authority. Should the Authority be unable to negotiate a satisfactory contract with the Proposer considered to be the most qualified, at a price the Authority determines to be fair, competitive and reasonable,

negotiations with that Proposer shall be terminated. The Authority shall then undertake negotiations with the second most qualified, and if necessary, additional Proposers in accordance with the ranking. Upon successful completion of negotiations with a Proposer, the Authority shall have the right, but not the obligation, to award all or any portion of the Services. The Authority reserves its right to award any or all of the advertised Services, subject to the availability of funding.

The Authority reserves the right to waive any informality in the SOQs, to reject any and all SOQs, to re-advertise or to elect not to proceed with the Services for any reason. All recommendations and decisions regarding award of the contracts 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 REQUIREMENTS**

**Security.** Proposer's personnel will be required to meet the Greater Orlando Aviation Authority's (Authority) 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.

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

**Convicted Vendor.** 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 SOQ or 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.

**E-Verify.** 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.

**Civil Rights.** 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 bidders 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 bids 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.

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

- (a) Definitions. The definitions pertaining to this provision are those that are set forth in 49 CFR 30.7–30.9.
- (b) Certification. By signing this solicitation or by the submission of a Proposal, the Proposer certifies that with respect to this solicitation, and any resultant contract, the Proposer:
  - (1) Is not a contractor of a foreign country included on the list of countries that discriminated against U.S. firms published by the Office of the United States Trade Representative (U.S.T.R.);
  - (2) Has not entered into any contract or subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.; and
  - (3) Has not entered into any subcontract for any product to be used on the Federal public works project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.
- (c) Applicability of 18 U.S.C. 1001. This certification in this solicitation provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false,

fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

- (d) Notice. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (e) Restrictions on contract award. No contract will be awarded to an offeror:
  - (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
  - (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
  - (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list; unless a waiver to these restrictions is granted by the President of the United States or the Secretary of Transportation. (Notice of the granting of a waiver will be published in the Federal Register.)
- (f) System. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by Paragraph (b) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (g) Subcontracts. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this solicitation provision, including this paragraph (g), in each solicitation issued under such contract.

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

- (a) Definitions. The definitions pertaining to this clause are those that are set forth in 49 CFR 30.7–30.9.
- (b) General. This clause implements the procurement provisions contained in the Continuing Resolution on the Fiscal Year 1988 Budget, Public Law No. 100–202, and the Airport and Airway Safety and Capacity Expansion Act of 1987, Public Law No. 100–223.
- (c) Restrictions. The Contractor shall not knowingly enter into any subcontract under this contract:
  - (1) with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (U.S.T.R.); or

- (2) for the supply of any product for use on the Federal Public works project under this contract that is produced or manufactured in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.
- (d) Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminates against U.S. firms published by the U.S.T.R. and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R., unless the contractor has knowledge that the certification is erroneous.
- (e) Erroneous certification. The certification in paragraph (b) of the provision entitled “Restriction on Federal Public Works Projects—Certification,” is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may cancel this contract for default at no cost to the Government.
- (f) Cancellation. Unless the restrictions of this clause are waived as provided in paragraph (e) of the provision entitled “Restriction on Federal Public Works Projects—Certification,” if the Contractor knowingly enters into a subcontract with a subcontractor that is a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or that supplies any product for use on the Federal public works project under this contract of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R., the Contracting Officer may cancel this contract for default, at no cost to the Government.
- (g) Subcontracts. The Contractor shall incorporate this clause, without modification, including this paragraph (g) in all solicitations and subcontracts under this contract:

Certification Regarding Restrictions on Federal Public Works Projects—  
Subcontractors

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF  
AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE



FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

- (2) The Offeror shall provide immediate written notice to the Contractor if, at any time, the Offeror learns that its certification was erroneous by reason of changed circumstances.
- (3) The Contractor shall not knowingly enter into any subcontract under this contract:
  - (i) with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.; or
  - (ii) for the supply of any product for use on the Federal public works project under this contract that is produced or manufactured in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. The contractor may rely upon the certification in paragraph (g)(1) of this clause unless it has knowledge that the certification is erroneous.
- (4) Unless the restrictions of this clause have been waived under the contract for the Federal public works project, if a contractor knowingly enters into a subcontract with a subcontractor that is a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or that supplies any product for use on the Federal public works project under this contract that is produced or manufactured in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R., the Government Contracting Officer may direct, through higher-tier contractors, cancellation of this contract at no cost to the Government.
- (5) Definitions. The definitions pertaining to this clause are those that are set forth in 49 CFR 30.7–30.9.
- (6) The certification in paragraph (g)(1) of this clause is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Government Contracting Officer may direct, through higher-tier Contractors, cancellation of this subcontract at no cost to the Government.
- (7) The Contractor agrees to insert this clause, without modification, including this paragraph, in all solicitations and subcontracts under this clause.

(End of clause)

## TRADE RESTRICTION CERTIFICATION

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

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

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

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

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification,

the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

**Exhibit 'A'** – Fee Form

**Exhibit 'B'** – List of Potential Engineering and Construction Projects.

## **GREATER ORLANDO AVIATION AUTHORITY**

By: M. Carson Good  
Aviation Authority Chairman

**W452 PROPOSER NAME:** \_\_\_\_\_

**EXHIBIT A: PRICE PROPOSAL FORM**

**1. FEES:**

Each Proposer must provide Hourly Rates for services that include labor, travel, materials and overhead cost for providing the Services. Out-of-pocket expenses incurred by Proposer will not be separately reimbursed. Fees will be invoiced on a monthly basis. The Authority shall be required to pay fees in accordance with the Agreement and only to the extent that the services are requested by the Authority and are performed to the Authority's satisfaction.

<b>TITLE OF ENGAGEMENT TEAM MEMBER*</b>	<b>YEAR 1 HOURLY RATE</b>	<b>YEAR 2 HOURLY RATE</b>	<b>YEAR 3 HOURLY RATE</b>	<b>YEAR 4 HOURLY RATE</b>	<b>YEAR 5 HOURLY RATE</b>
Partner	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Principal	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Director	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Associate Director	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Senior Manager	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Manager II	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Manager	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Managing Consultant	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Senior Consultant	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Consultant	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Supervising Senior	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Senior Auditor	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Senior Accountant	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Staff Accountant	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Senior Associate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

<b>TITLE OF ENGAGEMENT TEAM MEMBER*</b>	<b>YEAR 1 HOURLY RATE</b>	<b>YEAR 2 HOURLY RATE</b>	<b>YEAR 3 HOURLY RATE</b>	<b>YEAR 4 HOURLY RATE</b>	<b>YEAR 5 HOURLY RATE</b>
Cost Engineer II	\$_____	\$_____	\$_____	\$_____	\$_____
Budget Analyst	\$_____	\$_____	\$_____	\$_____	\$_____
Project Analyst	\$_____	\$_____	\$_____	\$_____	\$_____
Analyst	\$_____	\$_____	\$_____	\$_____	\$_____
Administrative Staff	\$_____	\$_____	\$_____	\$_____	\$_____
Technical Specialist	\$_____	\$_____	\$_____	\$_____	\$_____
Intern	\$_____	\$_____	\$_____	\$_____	\$_____

The above table shall not be altered in any form or fashion. Any alterations or additions may be considered an irregularity and the proposal may be rejected by the Authority. It is acceptable to leave positions blank if Proposers do not propose any individuals in that position. Proposers may also include (on a separate sheet) the Hourly Rates for Engagement Team Member positions not listed in the table above which may assist in the performance of the Scope of Services, along with an explanation of the job description for the position.

# **EXHIBIT 'B'**

## **List of Potential Projects**

### **ORLANDO INTERNATIONAL AIRPORT**

#### **Airfield**

Runway 18L-36R Rehab (Group VI) (Design and Construction)  
East Airfield - Phase 1 (Taxiway F,J,K,L & N Rehabilitation) (Design and Construction)  
East Airfield Taxiway Rehab - Phase 2 (Design and Construction)  
Airfield Misc Projects - Future  
Taxiways G & H Rehab (Design and Construction)  
Taxiways E & F Rehab (Design and Construction)  
Apron & Taxiway Rehab (Design only)

#### **Ground Transportation**

Future RAC Related Projects  
Roadway Improvement Program  
Signage - Roadway  
Parking Garage C Canopy System  
Employee Parking Lot  
Ground Transportation Facility Pedestrian Bridge

#### **North Terminal Complex**

Baggage Program Enhancements  
Future CCTV Projects  
Access Control Security Enhancements  
Airside 1 and 3 APM  
North Terminal Building System Replacement  
Changing Regulatory Requirements  
Airside 2 and 4 APM System Updates  
Airside 2 and 4 APM Replacement  
North Terminal Building Updates  
North Terminal Security Checkpoints  
Passenger Processing Efficiency Systems  
North Terminal CUSS CUPPS Program  
Airline Terminal Improvements and Relocations  
Security Enhancement Program ( incl Access Control)  
Signage  
Health & Safety Renovations  
North Terminal Buildings Roof Replacement

#### **South Terminal Complex**

Landside Building Enhancements/Expansions  
Airside Building Enhancements/Expansions  
Apron, Fueling, Airfield & Secure Road, GSE

## **EXHIBIT 'B'**

### **List of Potential Projects**

Public Parking, Rental Car and Related Facilities  
Ground Transportation  
Roads, Utilities, Drainage & Sitework

#### **Other**

Fiber Infrastructure Program  
Wildlife Attractant Removal  
Environmental Mitigation  
Master Stormwater Planning  
Office Trailers/Warehouse Renovation

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

#### **ORLANDO EXECUTIVE AIRPORT**

##### **Airfield**

East Ramp Rehabilitation  
Airfield Lighting and Signage  
Taxiway A Rehabilitation  
Taxiway A Connector Taxiways Rehabilitation

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

**ADDENDUM NO. 1**  
(Issued April 15, 2022)

**GREATER ORLANDO AVIATION AUTHORITY  
W452 CONSTRUCTION-ENGINEERING FINANCIAL CONSULTING, CAPITAL PLANNING,  
GRANT MANAGEMENT, INVOICE REVIEW AND CONSTRUCTION AUDIT SERVICES  
ORLANDO INTERNATIONAL and EXECUTIVE AIRPORTS**

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

**Section 3 - Qualifying Experience**

For each Category of Services that the Proposer proposes to perform, include:

- b) Resumes for no more than ~~three (3)~~ **six (6)** of the proposed personnel **per category**. The same individuals may be proposed for multiple categories, as long as additional personnel are identified that are capable of sharing the workload. **Resumes are to be included for each category for which the proposer is submitting.**

**Evaluation and Award Criteria (paragraph 2)**

Shortlisted Proposers may be scheduled for an interview, presentation or both. Following shortlisting, and interviews or presentations, the Authority shall make a final ranking and select in order of preference, based on the above information, ~~weighing of CCNA (Consultants' Competitive Negotiation Act) factors,~~ and interview results, in order to select for award, **the most highly qualified** Proposers to perform the Services, with price and other factors considered.

**Exhibit A – Fees (last paragraph)**

The above table shall not be altered in any form or fashion. Any alterations or additions may be considered an irregularity and the proposal may be rejected by the Authority. It is acceptable to leave positions blank if Proposers do not propose any individuals in that position. ~~Proposers may also include (on a separate sheet) the Hourly Rates for Engagement Team Member positions not listed in the table above which may assist in the performance of the Scope of Services, along with an explanation of the job description for the position.~~

**END OF ADDENDUM NO. 1 (W452)**



## **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 ten (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 Sub-consultants 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 Sub-consultants or Suppliers, that all Sub-consultants and Suppliers have been paid to date from funds received for previous Professional Service Invoices and that payment has not been previously received.
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 subconsultants 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: 7/18/2013

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 Director, Project Controls</b>	Consultant's Invoice No.:	
	<b>Engineering and Construction</b>	Consultant's Project No.:	
	<b>Greater Orlando Aviation Authority</b>	Period Start Date:	
	<b>11312 Terminal C Service Rd.</b>	Period Ending:	1/1/2014
	<b>Orlando, FL 32824</b>	Date Prepared:	1/1/2014
<b>From:</b>	<b>Company Name</b>	<b>Payable To:</b>	<b>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		\$ -	-	\$ -	\$ -		\$ -
NTE		\$ -	-	\$ -	\$ -		\$ -
NTE		\$ -	-	\$ -	\$ -		\$ -
	<b>TOTAL - NTE FEES</b>	\$ -	-	\$ -	\$ -	\$ -	\$ -
LS		\$ -	-	\$ -	\$ -		\$ -
LS		\$ -	-	\$ -	\$ -		\$ -
LS		\$ -	-	\$ -	\$ -		\$ -
	<b>TOTAL - LS FEES</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.

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 (May 2022 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]

**EXHIBIT D – OWNER’S TRAVEL POLICY**

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

**2. Definitions** For the purpose of this policy and procedure, the following words or phrases shall mean:

**Authorized Travelers**

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

**Business Client.** Any person, other than an Authority member, employee, consultant, or other traveler, who receives the services of or is subject to solicitation by the Authority in connection with the performance of its lawful duties; persons or representatives of firms considering or being solicited for investment, or for location, relocation, or expansion of a business, in the Authority's airport system; and other business, financial, promotional, or other persons affiliated with the 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 Authorized Traveler with a class of travel in excess of the airfare paid and which conflicts with Policy 204.01 – Code of Ethics and Business Conduct.

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

**Denied Boarding Customer.** Those Authorized 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 clients or guests, which costs are defined and prescribed as hereinafter set forth.

**Guest.** A person, other than an Authority member, employee, or other Authorized Traveler, authorized by the Chief Executive Officer, to receive the hospitality of the Authority in connection with the performance of its lawful duties.

**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 (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); 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 Authority member, employee or other traveler is assigned.

**Per Diem.** Amounts paid for travel expenses on a daily basis, based on Per Diem tables published by the General Services Administration (GSA) or otherwise contained herein.

**Standardized Regulation.** That document published monthly by the US Department of Commerce entitled "Standardized Regulations -- Government Civilians, Foreign Areas." A copy of which can be viewed at Travel Services.

**Senior Staff.** Those appointed Authority employees holding office at the Department Director level and above.

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

**Travel Day.** A period of 24 hours consisting of 4 quarters of 6 hours each beginning at midnight.

**Travel Services.** The Authority employee(s) assigned the duties and responsibilities to coordinate, perform research, and make reservations for all Authority travel.

**Travel Expenses.** The actual and reasonable costs of transportation, meals, lodging, and incidental expenses normally incurred by a traveler, which costs are defined and prescribed as hereinafter set forth.

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

### **3. General Policy**

1. Travelers are expected to exercise the same care in incurring travel expenses that any prudent person exercises when traveling on personal business.
2. It is the responsibility of the traveler to comply with this policy and to be knowledgeable of the nature and extent of reimbursable expenses.
3. It is the general policy of the Authority to reimburse reasonable travel, meals and entertainment expenses, incurred during authorized travel, subject to any limitations provided for in this policy.
4. If an Authorized Traveler or Business Client on a trip deviates from this policy and procedure for justifiable reasons, the circumstances of the deviation and the reasons therefore are to be documented and reviewed for approval by the Chief Executive Officer.
5. If an Authorized 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 Authority, in accordance with Amendment #10 to Operation and Use Agreement between the City of Orlando and the Authority for such services, the Authorized 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.

6. Except as noted above, noncompliance with this policy will be addressed in accordance with policy 204.02, Allegations of Misconduct. Non-employees may have reimbursement denied.

#### **4. Planning and Approving**

1. Travel Authorization. All requests for travel (domestic and international) must be submitted on the Travel Authorization & Expense Report (Report). It should contain the dates of travel, a total budget amount and all other pertinent information required by Travel Services to process the requested travel arrangements. The approving authority must ensure that funding is available in the appropriate line item budget. The Report must include a statement of purpose for the travel and indicate the benefits to the Authority. A copy of any printed program or agenda shall also be submitted. If none is available, a statement to that effect must be submitted. The report must be signed by the traveler, and approvals obtained in advance of the proposed travel, as follows:

<u>Type of Travel</u>	<u>Approval Authority</u>
Budgeted Daily	Department Directors
Unbudgeted Daily	Department Directors
Budgeted Domestic	Department Directors
Unbudgeted Domestic	Chief Executive Officer
International Travel	Chief Executive Officer
Consultant - Per Contract,	Chief Executive Officer

While Department Directors are authorized to delegate approval of travel to a named designee, nonetheless, the Department Director is ultimately responsible for the appropriateness and accuracy of all travel within the respective department.

All Department Directors' travel must be approved by the next higher authority.

2. Department Responsibilities. The Department Director shall have the responsibility to review all travel requests and ensure their compliance with policy and procedures.
3. Travel Services' Responsibilities. Travel Services shall be responsible for arranging travel plans, including Daily Travel that has conference or seminar registration, rental car or airfare, in accordance with policy and procedure. All airfare and other travel reservations will be made by Travel Services or its authorized representative, such as a local or nationally recognized travel agency, unless otherwise approved by the Chief Executive Officer, in accordance with Form 430.02.01, Authorized Representative for Travel Services. Travel Services may provide options for lodging, airfare, and other expenses if deemed cost-effective.
4. Use of Internet. Airline reservations can be made by Travel Services or its authorized representative using the internet, by either accessing the travel agent's website or other travel websites. Authorized Travelers may use the internet to research fares and other travel expenses for trip planning purposes.

**5. Special  
Conditions  
of Travel**

1. Authorized Travelers Other Than Authority Board Members or Employees. The Chief Executive Officer may approve travel by persons who are serving as consultants or advisors 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 Authority Board members, employees and other travelers.
2. Travel and/or Entertainment of Business Clients or Guests. Actual and reasonable travel and entertainment expenses incurred by Authority Board members or employees on behalf of a Business Client or authorized guest shall be paid directly to third party vendors when practical. The Chief Executive Officer may

authorize consultants to incur similar expenses. When not practical, reimbursement will be to the person incurring the expense (including business client or guest), provided receipts authorizing disbursement of Aviation Authority funds pursuant to this policy are obtained. Receipts must be machine validated cash register or credit card receipts. Stubs from guest checks are not acceptable. The Chief Executive Officer may waive (under special circumstances) any requirement for the disclosure of names of business clients or guests. In this event, the payment voucher shall contain a statement noting the special circumstances justifying the waiver.

3. 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 Economic Development Commission, the Orlando Orange County Convention and Visitors Bureau, Chamber of Commerce, 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 these policies. All such travel shall be authorized in advance by the Chief Executive Officer.
4. 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 or approved by Travel Services.
5. Honorarium Travel. Travel in connection with Honorarium events may have related costs waived or paid by a sponsoring organization, if written acknowledgement is provided.
6. Complimentary Upgrades.
  - a. Authorized Travelers will not accept a Complimentary Upgrade of seating on any flight.
  - b. 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.

c. 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.
- Airline requests the Authorized Traveler to change seat/class due to the flight being oversold.

7. Most Economical Method. Authorized Travelers are required to use the Most Economical Method of travel. Travel Services may reserve refundable or nonrefundable airfares as deemed appropriate under the circumstances. If an Authorized 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 with the Travel Authorization & Expense Report.

8. 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 Authorized 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 Director, Senior Director and/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).



9. Emergency Travel. The Chief Executive Officer may authorize travel for any employee, Authority Board member, or other traveler pursuant to emergency notice. The requirements of Section 4.1 of this policy may be waived at the discretion of the Chief Executive Officer whenever travel is pursuant to emergency notice. Travel Expense Reports shall be submitted upon completion of travel in accordance with Section 13 herein.
10. Election of Reimbursement Method. A consistent method of reimbursements for meals and/or lodging shall be elected for each travel request, as follows:

For domestic travel, a traveler may elect to receive either:

- 1) a Per Diem of \$50 per day (inclusive of meals and lodging) or,
- 2) a standard meal allowance plus lodging and incidentals (with receipts for lodging and applicable incidentals).

For international travel, a traveler may elect to receive either:

- 1) a Per Diem allowance for meals and incidentals as published in the “Standardized Regulations-Government Civilians, Foreign Areas” not to exceed 100% of published amounts (no receipts required), plus reimbursement for lodging based on actual receipts not to exceed 150% [prorated for day rate or early check-in, in accordance with Section 6.2(b)] of published amounts.
- 2) Reimbursement of meals and incidentals based on actual receipts, not to exceed 150% of published amounts, plus reimbursement for lodging based on actual receipts not to exceed 150% [prorated for day rate or early check-in, in accordance with Section 6.2(b)] of published amounts.

## **6. Rates of Payment**

1. Per Diem.
  - a. \$50 Per Diem (Domestic only): An Authorized Traveler may elect to receive a Per Diem of \$50 per travel day while engaged in authorized travel in excess of one Travel Day. If a traveler elects the \$50 Per Diem, no lodging expense or meal allowance will be paid or reimbursed for such day. Receipts are not required if a

traveler elects to receive a \$50 Per Diem instead of payment or reimbursement of lodging expense and a meal allowance.

b. International: An Authorized Traveler may elect to receive the Per Diem for meals and incidentals as published in the Standardized Regulations, not to exceed 100% of published amounts at the time of travel. Receipts are not required if a traveler elects to receive a Per Diem in lieu of actual reimbursement of expenses for meals and incidentals.

2. 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. Travel Services will consider, in the following order of importance, the traveler's safety, the convenience of the hotel location for the traveler's business, the duration of transportation and the time of commencement and/or conclusion of Aviation Authority business, and the rate guidelines as outlined in the paragraph below, when making hotel reservations. Lodging expenses must be substantiated by an itemized receipt.

a. Domestic Lodging Rates. Reimbursement or 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 approving authority as indicated under Section 4.1 herein.

b. International Lodging Rates. Airline schedules into many long haul destinations in Europe, Asia, South America, etc. typically result in Authorized Travelers arriving at their destination before the business day begins. Where Aviation Authority business is conducted the same day of arrival, lodging expenses for day rate or early check in (typically for a ½ day/ reduced rate) if available, are permitted for Authorized Travelers arriving at an international destination before 11:00 a.m. International lodging expenses are limited to reasonable amounts, not to exceed 150% and prorated for day rate or early check in [for example, 75% (1/2 of 150%) for 1/2 day rate] of the amount published in the Standardized Regulations for the area traveled at the time of travel, or the conference rate. Expenses will be reviewed by the approving authority as indicated under Section 4.1 herein for reasonableness.

- c. In-State Lodging -- Tax Exemption. When reserving lodging within the State of Florida, an Aviation Authority credit card payment or an advance check shall be made payable to the lodging facility being used, to ensure exemption from sales tax. Travel Services or its authorized representative, will make the appropriate arrangements with the lodging facility and Finance.
  - d. Non-reimbursable Expenses. Additional amounts charged to the room, including but not limited to movies or alcoholic beverages, will not be reimbursed. Snacks and non-alcoholic beverages from mini bars can be reimbursed if included in the Per Diem reimbursement.
3. 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 unreceipted, and apply that method consistently throughout his or her Travel Period.
- a. The unreceipted meals allow the traveler to be reimbursed up to a standardized amount without a need to submit receipts.
  - b. Receipted meals allow the traveler to be reimbursed up to a specified amount, but must be accompanied by a receipt reflecting the amount spent on the meal. The receipt must be a machine validated itemized cash register or credit card receipt. Stubs from guest checks are not acceptable.
  - c. Meal Allowances for Domestic and International Flights. For the purpose of determining meal allowance, the Travel Day shall begin two hours before departure on domestic flights and three hours before departure on International flights.
    - 1) Travel Within the US or Two Cities Within Another Country  
When traveling between cities where meal allowance varies, the traveler will be reimbursed at the allowance rate for the city in which the meal is consumed.
    - 2) Travel Between Countries  
When traveling between countries where the meal allowance varies, an Authorized Traveler

will be reimbursed at the allowance rate for the particular city in which he or she consumes the meal.

- d. Meal Allowance Traveling via Ground Transportation. Travel involving ground transportation shall commence at the time of departure. However, meals during Daily Travel, as defined in Section 2, shall not be reimbursed.
- e. Domestic Meals. Domestic unreceipted meals will be calculated at the maximum amount for cities as listed in the current GSA CONUS guide. Receipted meals will be reimbursed at actual amounts not to exceed the GSA CONUS amount plus 30% (multiply the GSA CONUS amount by 1.3 and round up to the nearest dollar).
- f. International Meals. These will be reimbursed in accordance with the Standardized Regulations, either at: (1) the Per Diem amounts for meals and incidentals at 100% of the current rate (without need for receipts); or (2) actual itemized receipts not to exceed 150% of the current rate. Either method selected generally shall include any and all meal gratuities, unless documented in writing and approved by the Aviation Authority under Section 4.1. The method for reimbursement shall be consistent for all meals on a trip. The current rates of international meal allowances shall be available from Travel Services.
- g. Allocation of Meal Reimbursement. All meal reimbursements will be allocated and reimbursed as listed below. Authorized meal allowances are generally inclusive of any and all gratuities. Exceptional gratuities must be documented in writing and approved by the Aviation Authority under Section 4.1.
  - 20% for breakfast if authorized travel commences after midnight and before 8 a.m. or if authorized travel ends after midnight and before 12 noon and for authorized Travel Days between the day travel commences and the day it ends.
  - 30% for lunch if authorized travel commences before 1 p.m.. or if authorized travel ends after 1 p.m. and for Travel Days between the day authorized travel commences and the day it ends.

50% for dinner if authorized travel commences after 1 p.m. and before midnight or if authorized travel ends after 6 p.m. and before midnight and for Travel Days between the day the authorized travel commences and the day it ends.

- h. Allocation of Meal Allowances. Any meal expenditure incurred by an Authorized Traveler while with a Business Client or authorized Guest shall be separately reimbursed in accordance with Section 10 of this policy. When a meal is reimbursed as an Entertainment Expense, the allocable portion of the daily meal allowance for that meal will not be reimbursed.
- i. Expenditure Amounts. Limitations on expenditures set forth above are applicable to Authorized Travelers when not accompanied by a Business Client or authorized Guest. When accompanied by a Business Client or Guest, expenditures shall be made in accordance with Sections 5 and 10 of this policy.
- j. Complimentary Meals. If a complimentary or sponsored meal is provided or is included in a registration fee paid by the Aviation Authority, it shall be the traveler's option to accept or decline these meals. Continental breakfasts and snacks do not constitute complimentary meals.

## **7. Transportation**

1. General Requirement. All travel must normally be by the usually traveled direct route or method. If a person travels by an indirect route or any other method for his or her own convenience, any extra costs shall be borne by the traveler and reimbursement or payment of expenses shall be based only on such charges as would have been incurred by use of the usually traveled route or method.

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

2. Commercial Air Travel. Commercial air travel will be by premium economy (however this may be designated by an airline). First class rates may be authorized by the Chief Executive Officer, (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 in accordance with (a) (1), (a) (2), or (b) 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. International Airfare. The Chief Executive Officer may authorize a traveler to use an airline's business class for any International Travel segment to avoid or minimize undue physical fatigue due to length of trip, number of travel segments, or changes in time zones, when pre-approved by the Chief Executive Officer in accordance with Form 430.02.02, Request for Pre-Approval to Travel in Business Class.

Travel Services may book travel in business class in the following circumstances:

- (1) for International Travel if any segment of the flight exceeds 3 hours of travel.
- (2) if the flight has multiple segments, business class may be authorized when the entire flight from point of origin to point of destination (including any domestic segments of the trip) exceeds 5 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. Domestic Airfare. Travel Services may book travel in business class if any segment of the flight exceeds 4 hours of travel.
- c. Private Aircraft. Notwithstanding the provisions of the preceding paragraphs, a traveler on a private aircraft shall be reimbursed for the actual amount charged and paid for such traveler's fare up to the most economical cost of a coach class commercial airline ticket for the same flight, even though the owner or pilot of such aircraft is also entitled to reimbursement for transportation expense for the same flight. However, the owner or pilot may not receive from the Aviation Authority a combined amount which exceeds his or her actual expenses.
- d. Unused Ticket. All unused portions of airline tickets for which the fare is paid or reimbursed by the Aviation Authority shall be forwarded to Travel Services by the traveler. A statement

must be attached explaining why the portion of the ticket was not used.

- e. Receipts. All travel expense reports with airfare must be accompanied by the ticket receipt.
- f. 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 expense over the ticketed cost as determined by this policy for the business portion of the trip is the responsibility of the traveler. Personal airfare must be reimbursed to the Aviation Authority in advance of the travel, if known. Unless Travel Services estimates that funds advanced will be greater than expenses to be reimbursed to the Authorized Traveler, an Authorized Traveler who alters travel plans for personal reasons should pay any additional cost of transportation directly to the Aviation Authority at the time of purchase or if paid directly to the provider, the employee will not charge such additional cost to the Aviation Authority nor request reimbursement of such additional cost.

### 3. Car Rentals

- a. Authorization. Use of a rental car must be included on the Travel Authorization & Expense Report and deemed to be more economical, efficient or appropriate than alternative forms of ground transportation. Rental cars must be approved in advance by the Chief Executive Officer or Department Director.
- b. State Contract. Whenever available, 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. An explanation for use of rental cars obtained from a source other than the State contract vendor must be justified in writing and approved by the Chief Executive Officer in advance. Use of a rental vehicle larger than an intermediate size described in the State contract, which is required to transport business clients or materials, must be included in the Travel Authorization & Expense Report and approved by the Chief Executive Officer or Department Director in advance.
- 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 Authorized Travelers. Travel Services will inform the traveler if this insurance must be purchased separately at the time of travel.

4. Privately Owned Vehicles

The approving authority as indicated on page 4 herein may authorize the use of a privately-owned vehicle for travel on behalf of the Aviation Authority in lieu of Aviation Authority-owned or rented vehicles or common carriers.

An Authorized Traveler who requests, and is approved the use of a privately-owned vehicle, shall be entitled to a mileage allowance at the rate set forth in Section 7 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 or the traveler's official headquarters, whichever is less, to point of destination and return, and if possible, shall be computed using a web based mapping program, such as MapQuest.

Actual vicinity mileage necessary for the conduct of Aviation Authority business is allowable but must be shown as a separate item on the Report.

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 8.

The Aviation Authority shall not enter into an agreement in which a depreciation allowance is used in computing the amount paid to an individual for the use of a privately-owned vehicle on Aviation Authority business.

- 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 at least annually thereafter.

b. Mileage Allowance. The mileage allowance for Authorized Travelers shall be calculated in accordance with the Internal Revenue Service published mileage reimbursement rate. Except for actual vicinity mileage discussed above, the Authorized Traveler shall be reimbursed for actual miles submitted for expense reimbursement unless the actual amount exceeds the estimate provided by the Travel Services Department by more than \$5. In such cases, additional justification shall be required prior to reimbursement.

5. Chartered Transportation

The Chief Executive Officer or Senior Director may authorize in advance travel to the extent feasible 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 common carrier.

6. 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.

**8. Incidental  
Expenses**

Receipts are required, when available, for the following incidental travel expenses when specific reimbursement is elected under Section 5, Special Conditions of Travel.

- Convention and conference registration fees. Additionally, a traveler may be reimbursed for the actual and reasonable fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the Aviation Authority's participation at the conference or convention, including, but not limited to, banquets and other meal functions. It shall be the traveler's responsibility, however, to substantiate that such charges are proper and necessary.
- Reasonable tips and gratuities based on the Tipping Standard Guide of the United States, i.e. Valet Attendant \$2, Skycap at the airport, Hotel Doorman and Hotel Bellman \$1 per bag, not to exceed 20% of the underlying expense. Gratuities for meal

allowances shall not be separately reimbursed, unless approved as noted in Section 6.3.

- Actual passport and visa fees required for authorized travel
- Actual and necessary fees charged to purchase traveler's cheques for authorized travel expenses
- Actual fees charged for exchange of currency or other foreign currency transaction fees and related bank charges, including ATM fees, necessary to pay authorized travel expenses
- Actual fees for immunizations required or recommended for authorized travel
- Actual cost of maps necessary for conducting official business
- Actual fees charged by the airlines including seat assignments, early or preferred boarding, baggage fees, blankets, pillows, and other airline fees incurred by the Authorized Traveler for incidental charges that are necessary to accomplish the business purpose of the trip.
- Additional lost baggage and/or travel insurance for international travel
- Taxi, train, or shuttle bus fare
- Storage or parking fees
- Gasoline when using a rental car
- Tolls
- Communication expense incurred in the conduct of Aviation Authority business. Any travel expense report requesting payment of or claiming reimbursement for communication expense charged to a hotel bill or credit card must state the points and parties contacted and the reason for such communications. Aviation Authority Board members shall be reimbursed for reasonable communication expenses related to their individual business while traveling on behalf of the Aviation Authority if so documented. Authorized travelers will not be reimbursed for personal phone calls if deemed unreasonable by the approving authority under Section 4.1.

- Laundry and Pressing. When authorized travel extends beyond 4 days, the traveler may be reimbursed for laundry, dry cleaning, and pressing costs when substantiated by receipts.
- In countries where a language barrier may exist, reimbursement for expenses such as taxi fare, currency exchange fees, or tolls may be made without receipts provided that a statement is attached to the travel report and detailing non-receipted expenses.
- Other travel related incidentals of nominal cost necessary for authorized travel, when substantiated by a receipt. In those isolated situations where receipts are not available, reimbursement may be made provided that a statement by the traveler is attached to the travel report which details non-receipted expenses.

**9. Travel  
Advances**

Aviation Authority Board Members and Employees (other than those members/employees possessing Aviation Authority authorized credit cards), who have been authorized to travel may, when necessary, draw an advance of not less than \$25 nor more than the amount of estimated expenses for travel, less amounts prepaid by the Aviation Authority, by completing and submitting the Travel Authorization & Expense Report no less than 5, nor more than 20 working days before said travel. The amount of advance is subject to the approval of the approving authority as indicated on page 4 herein.

- If two or more travel reports are outstanding, no additional travel advances will be issued.
- For any advance that is outstanding for more than 30 days, and is directly attributable to the traveler's failure to properly file the report in a timely fashion, payroll deduction will automatically be made.

**10. Entertainment  
Expenses**

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

1. 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.

2. Recreational Activities. Hospitality in the form of recreational activities may be provided and shall be requisitioned through normal purchasing procedures when possible.
3. Entertainment. Actual and reasonable entertainment expenses incurred by Authority Board members, employees and other authorized persons as described in Section 5 are allowable under this policy only when in the presence of or when physically accompanying a Business Client or authorized Guest.

When incurred in the presence of a Business Client or authorized Guest, entertainment expenses shall be reimbursed for Aviation Authority members and Authorized Travelers, after approval by the approving authority as indicated under Section 4.1 herein.

#### **11. Operational and Promotional**

**Advances** Operational items are those items necessary for the continued smooth operation of the Aviation Authority such as deposits necessary to hold rooms for functions, etc. Promotional items are those items which may be used during the marketing and promotional activities associated with Aviation Authority business such as mugs, gifts for foreign airline officials, etc. Advances of this nature shall be made to an Authority Board member or employee only if the item cannot be requisitioned through normal purchasing procedures because of time constraints or other legitimate operational reasons. The request and justification must be made in writing and approved by the approving authority as indicated under Section 4.1 herein.

**12. Receipts** While receipts in the prescribed form are required for most payments or reimbursements pursuant to this policy, it is recognized that unexpected circumstances may arise such as language barriers, loss of receipts, or unavailability of receipts, which require an alternative procedure for documentation of reimbursable expenses. In those isolated situations where receipts are not available, a statement must be prepared by the traveler and included in the Travel Authorization & Expense Report. Such certification may then be presented instead of the unavailable or lost receipt.

#### **13. Reporting**

1. Domestic Travel. An employee must submit a completed Travel Authorization & Expense Report to the Finance Department with required documentation no later than 20 working days after the travel period has ended.

2. International Travel. An employee must submit a completed Travel Authorization & Expense Report with required documentation to the Finance Department no later than the earlier of 30 working days after the travel period has ended or upon receipt of the credit card statement verifying the international currency exchange rates. A copy of the applicable credit card statement, or appropriate receipts, must be submitted with the Travel Authorization & Expense Report.
3. Reporting Requirements. The following shall be included in completed Travel Expense Reports:
  - a. Trip Benefits. Trip benefits shall be stated on the Travel Authorization & Expense Report indicating significant benefits realized by the traveler as a result of the trip for all travel other than local travel.
  - b. Program Agenda. If not available upon completion of travel, include a statement to that effect on the Travel Authorization & Expense Report.
  - c. Significant Deviations from Estimated Expenses. Significant deviation from estimated expenses (i.e., more than 20% and greater than \$250) shall be explained in the Travel Authorization & Expense Report approved by the approving authority as indicated under Section 4.1 herein.
4. Routing of Completed Travel Authorization & Expense Reports. Completed Travel Authorization & Expense Reports will be reviewed for compliance with this policy by the Finance Department. Audit procedures may be performed by the Internal Audit Department with assistance from external auditors as required.
5. Funds Due Aviation Authority. Any funds advanced in excess of the travel expenses incurred and allowed should be reimbursed to the Authority's Finance Department and a cash receipt form obtained no later than 20 working days for Domestic travel, and 30 working days for International travel, after the travel period has ended. A copy of the cash receipt must be attached to the travel expense report.
6. Funds Due Traveler. Travel Authorization & Expense Reports showing an amount due to or on behalf of an Authorized Traveler will be processed for payment in accordance with standard payment procedures. Payment of undisputed items will be processed for payment within 2 payment cycles.

7. Canceled Trips. Canceled travel requests shall be documented as such and routed through Travel Services. The traveler shall be responsible for requesting refunds for any registration fees, etc., which were expended prior to the required cancellation.

Forms:           Form 430.02.01, Authorized Representative for Travel Services  
                    Form 430.02.02, Request For Pre-Approval To Travel In Business  
                    Class

**APPROVAL AND  
UPDATE HISTORY**

**Re-numbering  
Format and  
Authority**

August 28, 1991 (R)

**Last Approval**

Authority Board: February 21, 2018  
Chief Executive Officer: January 28, 2014

**Supersedes:**

All Previous



**GREATER ORLANDO AVIATION AUTHORITY**

Orlando International Airport  
One Jeff Fuqua Boulevard  
Orlando, Florida 32827-4399  
(407) 825-2001

**AUTHORIZED REPRESENTATIVE FOR TRAVEL SERVICES**

TO: Chief Executive Officer

FROM: \_\_\_\_\_

DATE: \_\_\_\_\_

SUBJECT: Travel to \_\_\_\_\_ Dates of Travel \_\_\_\_\_

Pursuant to Operational Procedure 430.02, *Authorized Travel Expense and Subsistence*, Section 4.3, Planning and Approving, I request authorization to book the following travel arrangements for the specific travel described above:

\_\_\_\_\_  
I understand that this authorization does not serve as approval of the requested travel.

I certify that this procurement will be in accordance with Authority Policy 430.02. I understand that noncompliance will be addressed in accordance with Policy 204.02, Allegations of Misconduct.

All documentation, including Most Economical Method of Travel will be attached to this authorization and forwarded to Travel Services within 3 business days of procurement.

Traveler \_\_\_\_\_ Date \_\_\_\_\_

Department Director \_\_\_\_\_ Date \_\_\_\_\_

Senior Director \_\_\_\_\_ Date \_\_\_\_\_

Chief Executive Officer \_\_\_\_\_ Date \_\_\_\_\_

February 2018

Form 430.02.01

**Pre-travel review for compliance with Policy 430.02 by Travel Services**

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

Comments:



**GREATER ORLANDO AVIATION AUTHORITY**

Orlando International Airport  
One Jeff Fuqua Boulevard  
Orlando, Florida 32827-4399

**REQUEST FOR PRE-APPROVAL TO TRAVEL IN BUSINESS CLASS\***

TO: Chief Executive Officer

FROM: \_\_\_\_\_ Ext. \_\_\_\_\_

DATE: \_\_\_\_\_ Dates of Travel \_\_\_\_\_

SUBJECT: Travel to \_\_\_\_\_

Pursuant to Policy 430.02, *Authorized Travel Expense and Subsistence*, Section 7.2(a), International Airfare, I request authorization for Travel Services to book business class fare for the specific travel described above. Following is the reason/need:

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I understand that this authorization does not serve as approval of the requested travel in business class. All documentation evidencing the reason/need will be attached to this authorization.

I certify that this procurement will be in accordance with Policy 430.02, *Authorized Travel Expense and Subsistence*, and will be approved in advance of booking and coordinated with Travel Services. I understand that noncompliance will be addressed in accordance with Authority Policy 204.02, *Allegations of Misconduct*.

Traveler \_\_\_\_\_ Date \_\_\_\_\_

Department Director \_\_\_\_\_ Date \_\_\_\_\_

Senior Director \_\_\_\_\_ Date \_\_\_\_\_

Chief Executive Officer \_\_\_\_\_ Date \_\_\_\_\_

\*In accordance with Policy 430.02, Section 7, 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.

February 2018

Form 430.02.02

**Pre-travel review for compliance with Policy 430.02 by Travel Services**

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

Comments:



## EXHIBIT E – INSURANCE LIMITS

### 1.0 Insurance Limits

The Consultant shall furnish insurance with the following limits for the period of time required by this Agreement for work Outside 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	\$1,000,000 Each Occurrence \$100,000
Automobile Liability: Maximum Deductible or Self-insured Retention:	\$1,000,000 Combined Single Limit \$100,000
Workers Compensation and Employers' Liability	Statutory Limit \$500,000 each accident \$500,000 disease-policy limit \$500,000 disease-each employee
Professional Liability and Errors and Omissions: Maximum Deductible or Self-insured Retention:	\$1,000,000 Each Claim \$100,000

### 2.0 Insurance Certificates

The Consultant shall furnish evidence of insurance reflecting compliance with the insurance requirements listed in 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 this Agreement (whichever comes first). Any deductible or self-insurance retention must be indicated on the certificate of insurance.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/21/2022

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> Brown & Brown of Illinois, Inc. 263 Shuman Blvd., Suite 110  Naperville IL 60563		<b>CONTACT NAME:</b> Christine Dziedzic <b>PHONE (A/C, No, Ext):</b> (630) 245-4600 <b>FAX (A/C, No):</b> (630) 245-4601 <b>E-MAIL ADDRESS:</b> Christine.Dziedzic@bbrown.com																			
<b>INSURED</b> R.M. Chin & Associates, Inc.; The Chin Group, LLC 500 W. 18th Street, Suite 200  Chicago IL 60616-1104		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td><b>INSURER A:</b> The Continental Insurance Company</td><td>AM Best A XV</td><td>35289</td></tr><tr><td><b>INSURER B:</b> Valley Forge Insurance Company</td><td>AM Best A XV</td><td>20508</td></tr><tr><td><b>INSURER C:</b> Continental Casualty Company</td><td>AM Best A XV</td><td>20443</td></tr><tr><td><b>INSURER D:</b> Evanston Insurance Company</td><td>AM Best A XV</td><td>35378</td></tr><tr><td><b>INSURER E:</b></td><td></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td><td></td></tr></table>		<b>INSURER A:</b> The Continental Insurance Company	AM Best A XV	35289	<b>INSURER B:</b> Valley Forge Insurance Company	AM Best A XV	20508	<b>INSURER C:</b> Continental Casualty Company	AM Best A XV	20443	<b>INSURER D:</b> Evanston Insurance Company	AM Best A XV	35378	<b>INSURER E:</b>			<b>INSURER F:</b>		
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<b>INSURER D:</b> Evanston Insurance Company	AM Best A XV	35378																			
<b>INSURER E:</b>																					
<b>INSURER F:</b>																					

**COVERAGES** **CERTIFICATE NUMBER:** 21/22 MASTER **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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU NOT EXCLUDED <input checked="" type="checkbox"/> CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Project & Location			5095096292	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7018368349	02/01/2022	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5095095739	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			5095095742	12/31/2021	12/31/2022	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL & POLLUTION LIAB			MKLV7PL0005076	12/31/2021	12/31/2022	EACH CLAIM LIMIT \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Construction-Engineering Financial Consulting, Capital Planning, Grant Management, Invoice Review & Construction Audit Services, Orlando International & Executive Airport.  
Primary & Non-Contributory Additional Insured on General Liability & Auto Liability, Waiver of Subrogation on General Liability, Auto Liability & Work Comp.  
Excess/Umbrella Follows Form:  
Deductibles: General Liability \$0, Auto Comp & Collision \$1,000 each, Umbrella \$10,000, Professional Liability \$35,000.  
Greater Orlando Aviation Authority & the City of Orlando & their member, officers, directors, agent & employees

<b>CERTIFICATE HOLDER</b> The Greater Orlando Aviation Authority Engineering and Construction 11312 Terminal C Service Road Orlando FL 32824	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  Christine Dziedzic
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**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI.** Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII.** Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

#### **D. Hired "Autos"**

The following is added to **Section III, Paragraph A.:**

##### **5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
  - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

#### **E. Airbag Coverage**

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

#### **F. Electronic Equipment**

**Section III, Paragraphs B.4.c and B.4.d.** are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

#### **G. Diminution In Value**

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the "auto's" actual cash value (ACV).

#### **III. Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III:**

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
  - a. An "auto" owned by that "executive officer" or a member of that person's household; or
  - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and



or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

### 3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B – Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

### P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

### Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages or defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A – Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

### R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

### S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

### T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

- 1. as if each **Named Insured** were the only **Named Insured**; and
- 2. separately to each **Insured** against whom a **claim** is made.

### U. Transfer of Interest



**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

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

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 on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 333 S Wabash Ave, Chicago, IL 60604

Endorsement Expiration Date:

Policy No: WC 5 95095742 Policy

Effective Date: 12/31/2021 Policy

Page: 35 of 56

- C. All notices and premium payments made under this section shall be directed to the Underwriters through the entity named in Item 8 of the Declarations.

## SECTION XVII - ASSISTANCE AND COOPERATION OF THE INSURED

The **Insured** shall cooperate with the Underwriters in all investigations. The **Insured** shall execute or cause to be executed all papers and render all assistance as is requested by the Underwriters. The **Insured** agrees not to take any action which in any way increases the Underwriters' exposure under the Policy.

Upon the Underwriters' request, the **Insured** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of acts, errors or omissions or **Pollution Conditions** with respect to which insurance is afforded under this Policy; and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

The **Insured** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without the written consent of the Underwriters.

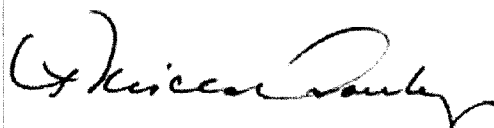
## SECTION XVIII - SEVERABILITY

- A. In granting coverage under this Policy, the Underwriters have relied only upon the statements and representations in the Application, or in documents actually attached to the Application. The Director of Risk Management, Treasurer, Chief Financial Officer, or General Counsel of the Insured Firm represent that all such statements and representations are, to the best of his or her belief, true and shall be deemed material to the acceptance of the risk of the hazard assumed by the Underwriters under this Policy.
- B. In the event that any such statements and representations are untrue, this Policy shall not afford any coverage, and may be rescinded, but only with respect to any Insured who knew as of the effective date of such coverage that facts were not truthfully disclosed in the Application;

## SECTION XIX - SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The Underwriters agree to waive their rights of recovery against any client of the **Insured Organization** for a **Claim** which is covered pursuant to Insuring Agreements A and/or B of this Policy to the extent the **Insured Organization** had, prior to such **Claim**, a written agreement to waive such rights. Any recoveries shall be applied first to subrogation expenses, second to **Damages** and **Claims Expenses** paid by the Underwriters, and third to the Each **Claim** Deductible. Any additional amounts recovered shall be paid to the Named Insured. No right of Subrogation shall accrue hereunder against any Insured unless the said Insured shall have committed criminal acts with active or deliberate criminal intent, in relation to matters that are the subject of a Claim hereunder.

In Witness Whereof, this Company has executed and attested these presents, but this Policy shall not be valid unless signed by duly authorized representatives of this Company.



President



Secretary