

**ADDENDUM NO. 13  
TO THE AGREEMENT DATED MAY 14, 2021  
BETWEEN GREATER ORLANDO AVIATION AUTHORITY  
AND VANASSE HANGEN BRUSTLIN, INC.**

**Project: FY25 Environmental Permitting Assistance, Orlando International Airport**

**THIS ADDENDUM** is effective this 1st day of October, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (“Aviation Authority”), and **VANASSE HANGEN BRUSTLIN, INC.** (“Consultant”).

**WITNESSETH:**

**WHEREAS**, by Agreement dated May 14, 2021, Aviation Authority and Consultant entered into an agreement for Consultant to provide Continuing Environmental Consulting Services; and

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

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

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

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

2. Consultant shall be compensated for such additional services in the **LUMP SUM AND NOT TO EXCEED amount of FIFTY-TWO THOUSAND FOUR HUNDRED FORTY-FOUR AND NO/100 DOLLARS (\$52,444.00)**, broken down as follows:

<b>Professional Fees:</b>	<b>NTE:</b>	<b>\$42,052.00</b>
<b>Professional Fees:</b>	<b>LS:</b>	<b>\$10,125.00</b>
<b>Reimbursable Expenses:</b>	<b>NTE:</b>	<b><u>\$267.00</u></b>
<b>Total:</b>		<b>\$52,444.00</b>

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

AND

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


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

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

5. Except as expressly modified in this Addendum, the Agreement dated May 14, 2021 and all prior addenda will remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto by their duly authorized representatives, have executed this Addendum this day of Sep 12, 2024.

**GREATER ORLANDO AVIATION AUTHORITY**



By: box SIGN 1V3Q39J4-13VYLXV6  
Kevin J. Thibault, P.E.  
Chief Executive Officer

Approved as to Form and Legality  
(for the benefit of GOAA only)  
this day of Sep 9, 2024



By: box SIGN 1J8RLK51-13VYLXV6  
**NELSON MULLINS RILEY AND  
SCARBOROUGH, Legal Counsel  
Greater Orlando Aviation Authority**

**VANASSE HANGEN BRUSTLIN, INC.**



By: box SIGN 46798V6P-13VYI XV6  
Signature (Duly Authorized Rep.)

Kathleen Keen

Printed Name

Managing Director - Gulf Coast

Title



## MEMORANDUM

TO: Members of the Procurement Committee

FROM: Keegan O'Brien, P.E., Assistant Vice President of Environmental

DATE: September 3, 2024

## ITEM DESCRIPTION

Request for Approval of an Addendum to the Continuing Environmental Consulting Services Agreement with Vanasse Hangen Brustlin, Inc. for FY25 Environmental Permitting Assistance at Orlando International Airport.

## BACKGROUND

In 2021, the firms providing Continuing Environmental Consulting Services were selected through a competitive award process. These services are procured on an as-needed or annual basis.

On April 21, 2021, the Aviation Authority Board approved a Continuing Environmental Consulting Services Agreement with the following firms:

- Breedlove, Dennis and Associates, Inc.
- Bio-Tech Consulting, Inc.
- DRMP, Inc.
- The Transit Group, Inc. d/b/a Ecological Associates, Inc.
- EXP U.S. Service, Inc.
- MSE Group, LLC
- Terracon Consultants, Inc.
- Vanasse Hangen Brustlin, Inc.

These no-cost base agreements established the negotiated hourly rates. The continuing environmental consulting services may include, but are not limited to, evaluation and assessment of wildlife issues, uplands and wetlands evaluation, habitat analysis, threatened and endangered species issues, jurisdictional wetland determinations, water quality analysis, land management, and monitoring of wetlands mitigation on facilities operated or purchased by the Aviation Authority and all other related services including coordination with the Aviation Authority, its Consultants, the City of Orlando and all agencies having jurisdiction over the facilities. The Services may also include preparation of required notices and reports, coordination and providing assistance with requirements of authorities having jurisdiction over various mitigation sites, documentation of existing environmental conditions, preparation of environmental studies, technical support, and assistance with permitting activities which may be required where the Aviation Authority elects not to solicit letters of interest by means of public advertisement.

## ISSUES

Consultant's proposal, dated August 15, 2024, is to assist in preparing, processing, tracking, and complying with federal, state, and local environmental permits and approvals.

Services cannot commence before the date of Procurement Committee approval. The approved addendum must be executed by the Aviation Authority before invoicing for services.

EXHIBIT A

The cumulative contract value of all addenda/amendments since the last approval by the Aviation Authority Board for the Continuing Environmental Consulting Services Agreement with Vanasse Hangen Brustlin, Inc. does not exceed the \$250,000 threshold; thus, this agenda item does not require Board approval.

**SMALL BUSINESS**

The Minority and Women Business Enterprise (MWBE), Local Developing Business (LDB) and/or Veteran Business Enterprise (VBE) has been reviewed by the Aviation Authority's Small Business Development Department. The findings and recommendation are attached.

**ALTERNATIVES**

None.

**FISCAL IMPACT**

The fiscal impact is \$52,444.00. Funding is from Operation and Maintenance Funds, subject to Aviation Authority Board adoption of the FY25 Aviation Authority Budget.

**RECOMMENDED ACTION**

It is respectfully requested that the Procurement Committee approve an Addendum to the Continuing Environmental Consulting Services Agreement with Vanasse Hangen Brustlin, Inc. for the services contained herein and the amount as shown below:

Not to Exceed Fees	\$42,052.00
Lump Sum Fees	\$10,125.00
Not to Exceed Expenses	\$267.00
<b>TOTAL</b>	<b>\$52,444.00</b>
CRI – Compliance Review Date	DL 8/26/24
CRI – Funding Eligibility Review Date	8/26/24



August 15, 2024

Ms. Keegan O'Brien, P.E.  
Greater Orlando Aviation Authority  
Orlando International Airport  
5855 Cargo Road  
Orlando, Florida 32827-4399

RE: Environmental Permitting Assistance for Orlando International Airport

Dear Ms. O'Brien:

Vanasse Hangen Brustlin, Inc. (VHB) has prepared a scope and fee for the for as-needed environmental permitting assistance in FY 2025. The Greater Orlando Aviation Authority (GOAA) has been conducting a range of permitting and permitting compliance activities on a number of their properties at Orlando International Airport.

In FY 2025, GOAA will require an environmental consultant to assist them in preparing, processing, tracking and complying with federal, state, and local environmental permits and approvals. VHB staff are currently assisting on on-going projects that will continue in FY 2025. Based upon the current projects and known pending projects, VHB submits this scope of work to provide as-needed assistance to GOAA in their environmental permitting efforts at Orlando International Airport.

The budget for this effort is \$52,444 as outlined in Exhibit B.

Thank you for this opportunity and please don't hesitate to contact me if you have any questions.

Most respectfully provided,

**Vanasse Hangen Brustlin, Inc.**

A handwritten signature in blue ink that reads "Gary M. Serviss".

Gary M. Serviss  
Southeast Region Environmental Services Director

225 E. Robinson Street, Suite 300  
Landmark Center Two  
Orlando, Florida 32801  
P 407.839.4006  
F 407.839.4008

Engineers | Scientists | Planners | Designers

## EXHIBIT A

### **Scope of Work for Permitting on Greater Orlando Aviation Authority Properties Prepared by Vanasse Hangen Brustlin, Inc. for The Greater Orlando Aviation Authority**

The Greater Orlando Aviation Authority (GOAA) has been conducting a range of permitting and permitting compliance activities on a number of their properties at Orlando International Airport. GOAA will require an environmental consultant to assist them in preparing, processing, tracking, and complying with federal, state, and local environmental permits and approvals. Vanasse Hangen Brustlin, Inc. (VHB) staff are currently assisting on several on-going projects that will continue in FY 2025.

VHB submits this scope of work to provide as-needed assistance to GOAA in their environmental permitting efforts at Orlando International Airport during FY 2025. Provided below are some of the projects and activities where VHB may provide consulting services to GOAA as requested.

#### **1.0 SCOPE OF WORK**

**1.1 Permit History and Compliance Tracking** – GOAA has a long history of obtaining environmental permits from the US Army Corps of Engineers (ACOE), South Florida and St. Johns River Water Management Districts (SFWMD and SJRWMD), as well as local government approvals. VHB shall review existing and active permits and approvals to define the compliance related issues for GOAA properties.

GOAA has developed a revised permit tracking system that provides weekly updates. VHB will review and provide comments on the tracking system outputs.

**1.2 Permitting Assistance** – There are many permitting activities that may require VHB's assistance in the near term of this scope of work. Anticipated permitting efforts may include:

1. Permitting support for the consistent review of ACOE previously permitted wetland boundaries and projects with the Florida Department of Environmental Protection.
2. Extension of expiring permits.
3. Gopher tortoise, surveys, permitting and relocation.
4. Permitting in support of airport development.
5. Emergency access is required by FAA to all water bodies and improvements to the Mud Lake access will require design and permitting.
6. Wildlife hazard removal associated with airport projects.

**1.3 Miscellaneous Services** – In addition to the above larger tasks, there are a number of smaller items that come up and require a quick response.

**2.0 COMPENSATION**

Services provided to complete the scope of work identified in Task 1.0 shall be invoiced approximately monthly on an hourly fee plus expense reimbursement basis per VHB's approved rate table. For cost purposes, a budget of \$52,444 is initially established for this assignment.

# VHB

## EXHIBIT B

### GREATER ORLANDO AVIATION AUTHORITY Permitting on GOAA Properties

#### Staffing Hour Estimate

WORK TASK

2023			2024								
OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
T1,T2, T3	T1,T2, T3	T1,T2, T3	T1,T2, T3	T1,T2, T3	T1,T2, T3	T1,T2, T3	T1,T2, T3	T1,T2, T3	T1,T2, T3	T1,T2, T3	T1,T2, T3

ROLE	FIRM	INDIVIDUAL*	2023			2024								
			OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Principal in Charge	VHB	M. Lamb		1					1					
Sr. Project Manager	VHB	G. Serviss	3	2	2	2	2	2	2	2	2	2	2	2
Sr. Project Manager	VHB	S. Ruby Julien	4	6	8	4	8	4	8	4	8	4	8	4
Senior Scientist	VHB	C. Smith	4	4	6	6	6	6	4	4	4	4	4	4
Environmental Specialist IV	VHB	M. Wielenga	2	2	3	3	2	2	2	2	2	3	4	3
Sr. GIS Professional	VHB	S. Osiecki		1		1			1			1		
Project Administrator	VHB	D. Miles	2	2		2			2			2		2
<b>TOTAL STAFF HOURS</b>			<b>15</b>	<b>18</b>	<b>19</b>	<b>18</b>	<b>18</b>	<b>14</b>	<b>20</b>	<b>12</b>	<b>16</b>	<b>16</b>	<b>18</b>	<b>15</b>

\*It is anticipated the above named personnel will be utilized in the accomplishment of this assignment. However, as the assignment is actually being accomplished, it may become necessary to supplement or change personnel in the best interest of completing the project.



# VHB

## EXHIBIT B

### Greater Orlando Aviation Authority *Permitting on GOAA Properties*

#### Staffing Cost Estimate

	Role	Firm	Total Hours	Hourly Rate	Total Fee
	Principal in Charge	VHB	2	\$445.00	\$890.00
	Sr. Project Manager	VHB	95	\$256.00	\$24,320.00
	Senior Scientist II	VHB	56	\$202.00	\$11,312.00
	Environmental Specialist IV	VHB	30	\$121.00	\$3,630.00
	GIS Manager	VHB	4	\$175.00	\$700.00
	Project Administrator	VHB	12	\$100.00	\$1,200.00
			<b>199</b>		<b>\$42,052.00</b>

**SPECIALTY CONSULTANTS**

**\$10,125.00**

**SUBTOTAL**

**\$52,177.00**

**REIMBURSABLE EXPENSES:**

**\$267.00**

**TOTAL:**

**\$52,444.00**

VHB

EXHIBIT B  
Greater Orlando Aviation Authority  
Permitting on GOAA Properties  
Breakdown of Fixed Fees

Permitting on GOAA Properties

Position:	Principal in Charge		Sr. Project Manager		Senior Scientist II		Environmental Specialist IV		GIS Manager		Project Administrator		Director of Water Resources		Senior Project Engineer		Project Engineer		Total		
Rate (\$/Hour):	\$445.00		\$256.00		\$202.00		\$121.00		\$175.00		\$100.00		\$229.00		\$171.00		\$163.00		Manhours	Cost	Avg. Hourly Rate
	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost			
<b>Tasks</b>																					
1. Permit History and Compliance Tracking	2	\$890.00	16	\$4,096.00	8	\$1,616.00	6	\$726.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	32	\$7,328.00	\$229
2. Permitting Assistance	0	\$0.00	72	\$18,432.00	40	\$8,080.00	16	\$1,936.00	4	\$700.00	8	\$800.00	0	\$0.00	0	\$0.00	0	\$0.00	140	\$29,948.00	\$214
3. Miscellaneous Services	0	\$0.00	7	\$1,792.00	8	\$1,616.00	8	\$968.00	0	\$0.00	4	\$400.00	0	\$0.00	0	\$0.00	0	\$0.00	27	\$4,776.00	\$177
	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	#DIV/0!
	0	\$0.00	0	\$0.00		\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	#DIV/0!
	0	\$0.00	0	\$0.00		\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	#DIV/0!
Sub-Total	2	\$890.00	95	\$24,320.00	56	\$11,312.00	30	\$3,630.00	4	\$700.00	12	\$1,200.00	0	\$0.00	0	\$0.00	0	\$0.00	199	\$42,052.00	
<b>Not-To-Exceed Expenses (company name)</b>																				\$267.00	
<b>Not-To-Exceed Expenses (subconsultant)</b>																				\$10,125.00	
<b>TOTAL NOT-TO-EXCEED FEE</b>	<b>2</b>	<b>\$890.00</b>	<b>95</b>	<b>\$24,320.00</b>	<b>56</b>	<b>\$11,312.00</b>	<b>30</b>	<b>\$3,630.00</b>	<b>4</b>	<b>\$700.00</b>	<b>12.0</b>	<b>\$1,200.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>199</b>	<b>\$52,444.00</b>	

Expense Breakdown

<b>Reproduction</b>					
8 1/2 x 11 B&W Copies		Copies @	\$0.10	=	\$0.00
8 1/2 x 11 Color Copies		Copies @	\$1.50	=	\$0.00
11 x 17 Color Copies		Copies @	\$2.50	=	\$0.00
24x36 Blueprints	0	Copies @	\$9.00	=	\$0.00
					Sub-Total Reproduction
					\$0.00
Field Vehicles	5	Days @	\$50.00	=	\$250.00
Miscellaneous Supplies					\$17.00
Postage		Reports @	\$5.00	per letter =	\$0.00
Delivery service	0	trips @	\$	per trip =	\$
					Sub-Total Misc
					\$267.00
<b>TOTAL EXPENSES</b>					<b>\$267.00</b>

# VHB

## EXHIBIT B

### GREATER ORLANDO AVIATION AUTHORITY

*Permitting on GOAA Properties*

#### Subconsultants

	Task 1	Task 2	Task 3	Task 4	Total
DeLisis, Inc.		10,125.00			\$10,125.00
<b>TOTAL FEE</b>	<b>\$0.00</b>	<b>\$10,125.00</b>			<b>\$10,125.00</b>



**Date:** 8/13/24 **and** **Professional Services Agreement Between DeLisi, Inc. (Consultant)**  
**VHB (Client/Owner).**

**Client/Owner Information:**  
 Client: VHB  
 Contact Person: Gary M. Serviss, LEED AP  
 Street Address: 301 North Cattlemen Rd, Suite 105 Phone: 941-256-7151  
 City/State/Zip: Sarasota, FL 34232-6429 Fax: \_\_\_\_\_  
 Email Address: gserviss@vhb.com Cell: \_\_\_\_\_

**Project Information:**  
 Project Name: Orlando International Airport Environmental Permitting Consultation  
 Project Description & STRAP Numbers: \_\_\_\_\_  
 Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_

**Consultant Information:**  
 Project Manager: Daniel DeLisi, AICP

**Fee and Type:**

**Time and Materials:** *Based on Rate Schedule in effect at the time service is rendered.*  
 Estimated Fee Total: \$10,125

**Lump Sum:** *Not-to-Exceed Fixed Fee Based on the Rate Schedule in effect at the time service is rendered.*  
 Fixed Fee Total: \_\_\_\_\_

**Retainer Fee:** *\*Retainer Fee to be paid at the time of contract execution.*  
 Retainer Fee Total \_\_\_\_\_

**Total Fees:** \$ 10,125

**Scope of Service (Limited to the following):**

**Task 1: Coordination and Outreach:** DeLisi, Inc. will assist the staff at the Greater Orlando Aviation Authority (GOAA) in communicating with State regulatory agencies, including the South Florida Water Management District (SFWMD) and the Department of Environmental Protection (FDEP) on issues pertaining to conservation easements, wetlands and environmental resource permitting. DeLisi will assist through advising on approach and strategy, coordinating with the project team, scheduling and attendance of meetings with SFWMD staff and general communication with ERP reviewers and policy makers. Fee: \$225/hr., Est. 45 Hours, \$10,125

**CLIENT/OWNER AUTHORIZATION:**  
 I warrant and represent that I am authorized to enter into this contract for professional services and hereby authorize the performance of the above referenced "Scope of Services" and agree to pay the charges resulting there from as identified in the "Fee and Type" Section above. I have read, understand and agree to the Standard Business Terms and Conditions, including Limitation of Liability, printed on Page 2 of this Contract.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Typed Name & Title:** \_\_\_\_\_  
**Company Name:** VHB

## Standard Business Terms and Conditions

The following Standard Business Terms and Conditions are attached to, and made a part of, Proposals and Agreements for Services by *DeLisi, Inc.* ("DeLisi") and VHB (CLIENT/OWNER)

**RESPONSIBILITIES OF CLIENT/OWNER:** DeLisi's performance under this Agreement is contingent upon the Client providing DeLisi with the following information: All documents, information relating to special or extraordinary considerations, existing permits, maps, deeds, easements, abstracts, surveys, topography or other information in the CLIENT/OWNER's possession relating to the project. In writing, CLIENT/OWNER's criteria, design, construction and other requirements for the project. Guarantee of access to, and make provisions for, DeLisi and subconsultants to enter the public and private lands as required to perform their work under this Agreement. CLIENT/OWNER shall pay all project related fees.

**PERMIT/APPLICATION FEES:** CLIENT/OWNER shall pay all project related fees including, but not limited to, plan review, platting, permitting, DRI, impact fees, etc.

**BILLINGS/PAYMENT:** Fixed fees shall be billed monthly for the project portion completed to the billing date, plus reimbursables. Time/Material/Expenses (TIME) fees shall be billed monthly based on time, materials, and expenses incurred to the billing date, plus reimbursables. T/M/E Estimate, if provided, is for information purposes only. Actual fee may be more or less and based on the Rate Code Schedule in effect at the time services are rendered. Additional Services mutually agreed upon by DeLisi and CLIENT/OWNER shall be billed monthly based on time, materials, and expenses incurred to the billing date plus reimbursables based on the Rate Code Schedule in effect at the time services rendered. The continuous progress of DeLisi's service requires prompt payment. Payment is due within 30 days of the invoice date. Past due amounts shall include a late charge of 1% per month from said 30 days, and, in addition, we may, after 7 days notice to CLIENT/OWNER, suspend services under this Agreement until we have received payment in full for all amounts due for our services and expenses. DeLisi is entitled to collect reasonable fees and costs, including attorney fees and interest, if required to obtain collection of any amount due under this Agreement by a court action or settlement without court action.

**REIMBURSABLES:** Reimbursable Expenses will be billed at cost plus 10%. Billing for services and reimbursable expenses will be submitted monthly. Invoices are due and payable upon receipt. Invoices not paid within 30 days shall accrue interest at a rate of 1.5% per month from the due date until paid. If payment is not received within 45 days from date of invoice, work will stop until the total unpaid balance has been received. The project schedule and schedule of deliverables will be subject to the CLIENT/OWNER's timely payment of fees. In the event it is necessary for DeLisi to employ an attorney to collect sums due under this Agreement, CLIENT/OWNER shall be responsible for all costs incurred, including Consultant's reasonable attorney fees.

**RENEGOTIATION OF FEES:** DeLisi reserves the right to renegotiate fixed fees on an annual basis to reflect changes in price indices and pay scales applicable to the period when services are, in fact, being rendered.

**PROJECT DELAYS:** The CLIENT/OWNER recognizes and agrees that various factors both within and without the control of Design Professional can operate to delay the performance of the work, the issuance of permits and licenses, and the overall construction of the project. The CLIENT/OWNER agrees that it shall not be entitled to any claim for damages on account of hindrances or delays from any course whatsoever including, but not limited to: the production of contact documents; issuance of permits from any government or agency; beginning or completion of construction; or performance of any phase of the work pursuant to this Agreement. Permitting is a regulatory function and DeLisi does not guarantee issuance of any permit.

**SERVICES NOT INCLUDED:** DeLisi will provide services including and limited to those described in the Scope of Services (Scope of Work). All other services are specifically excluded. Listed below are services excluded, unless otherwise specifically included in the Scope which may be required or desired for this project: Engineering Services, Landscape Architecture, Geotechnical Engineering, Water Withdraw, Surveying Services, Environmental Consulting, Transportation Related Services, Services not specifically described in Scope of Services.

### **PROVISIONS AND CONDITIONS:**

1. This proposal is effective for a period of 45 days from the date shown. If not accepted in writing within this period, DeLisi reserves the right to modify any portion thereof or withdraw the proposal in its entirety.
2. All documents, including original drawings, notes, data and report originals are and shall remain the property of DeLisi as an instrument of service. If so requested in writing, the CLIENT/OWNER will be provided electronic and reproducible drawings and other documents in consideration of which the CLIENT/OWNER agrees to use them without alteration solely in connection with the project.
3. This Agreement may be terminated with or without cause by either party upon seven days written notice. In the event of termination, CLIENT/OWNER shall be bound to pay DeLisi for all services rendered to the effective date of termination, all reimbursable expenses and collection and/or legal fees. Neither DeLisi nor its sub-consultants shall be jointly, severally or individually liable to the CLIENT/OWNER more than the greater of \$10,000, or the compensation to be paid pursuant to this Agreement.
4. All findings, analysis and recommendations made by DeLisi will be based on facts actually discovered. DeLisi does not guarantee that it will or can discover all facts and circumstances which are applicable to the property or the potential use, development, or disposition thereof. The parties further acknowledge that through the passage of time changing governmental policies, procedures and regulations concerning the development can affect the ultimate and permissible uses and development of the property and no party can assure the outcome of governmental decisions or the cost of obtaining approvals or of developing the property.
5. DeLisi and the CLIENT/OWNER agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action, unless delay in initiating legal action would irrevocably prejudice one of the parties.
6. DeLisi does not guarantee the performance of any construction contracts by Contractors, nor assume responsibility for Contractor's failure to furnish and perform work in accordance with the plans and specifications prepared by DeLisi. DeLisi shall not be responsible for the means, methods, or procedures of construction chosen by the Contractor for safety precautions, or for any failure by the Contractor to furnish and perform their work.


We hope that this Agreement is satisfactory. If acceptable, please sign and return one original copy, which will serve as our authorization to proceed.

TRUTH IN NEGOTIATION CERTIFICATION

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

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

Consultant Vanasse Hangen Brustlin, Inc.

By: 

Print Name: Gary M. Serviss

Date: August 15, 2024

## Addenda / Amendments Awarded per Agreement - Summary for Committee

### Vanasse Hangen Brustlin, Inc. -- Agreement No. 202104-CE8 Continuing Environmental Consulting Services

<i>Add</i>	<i>Amd</i>	<i>Proj.</i>	<i>Description</i>	<i>PSC/CCM</i>	<i>Board</i>	<i>Exec.</i>	<i>PO#</i>	<i>\$ Amount</i>	<i>Cumul. per Add. \$ Amount</i>	
000	000	-	Continuing Environmental Consulting Services	<b>PSC</b>	04/01/21	04/21/21	05/14/21	\$0.00	\$0.00	
001	000	-	FY21 On Call Permitting Assistance	<b>CCM</b>	05/25/21	NA	06/08/21	93534	\$20,000.00	\$20,000.00
002	000	-	FY21 Water Quality and Flow Monitoring	<b>CCM</b>	05/25/21	NA	06/08/21	93530	\$55,564.50	\$55,564.50
003	000	-	FY22 On Call Permitting Assistance	<b>CCM</b>	09/28/21	NA	10/05/21	94067	\$20,000.00	\$20,000.00
003	001	-	Additional FY22 On Call Permitting Assistance	<b>CCM</b>	03/01/22	NA	03/08/22		\$20,000.00	\$40,000.00
003	002	-	Additional FY22 On Call Permitting Assistance	<b>CCM</b>	08/23/22	NA	08/31/22		\$20,000.00	\$60,000.00
004	000	-	FY22 Water Quality and Flow Monitoring	<b>CCM</b>	10/26/21	NA	11/02/21	94078	\$107,252.80	\$107,252.80
005	000	-	State 404 Wetland Permitting Assistance	<b>CCM</b>	03/22/22	NA	03/29/22	94630	\$28,745.00	\$28,745.00
006	000	-	Mud Lake Conservation Easement Release Permitting Assistance	<b>CCM</b>	05/31/22	NA	06/14/22	1007477	\$85,115.00	\$85,115.00
006	001	-	Additional Mud Lake Conservation Easement Release Permitting Assistance	<b>CCM</b>	11/07/23	NA	11/16/23	1007477	\$40,000.00	\$125,115.00
006	002	-	Additional Mud Lake Conservation Easement Release Permitting Assistance	<b>CCM</b>	03/12/24	NA	03/18/24		\$110,344.00	\$235,459.00
007	000	-	Implement Airport Wildlife Hazard Management Plan	<b>CCM</b>	06/28/22	NA	07/05/22	94765	\$14,953.00	\$14,953.00
008	000	-	FY23 Water Quality and Flow Monitoring	<b>CCM</b>	09/27/22	NA	10/20/22	95352	\$110,661.40	\$110,661.40
009	000	-	FY23 On Call Permitting Assistance	<b>CCM</b>	11/15/22	NA	12/07/22	95681	\$40,000.00	\$40,000.00
010	000	-	FY24 Water Quality and Flow Monitoring	<b>PSC</b>	11/21/23	12/13/23	12/18/23	97138	\$113,704.40	\$113,704.40
011	000	-	FY24 On-Call Permitting Assistance	<b>PSC</b>	11/21/23	12/13/23	12/18/23	97038	\$40,000.00	\$40,000.00
012	000	-	First Extension	<b>CCM</b>	12/05/23	01/17/24	02/05/24		\$0.00	\$0.00

**Total for Vanasse Hangen Brustlin, Inc. for Agreement No. 202104-CE8**

<b>\$826,340.10</b>
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## ***Addenda / Amendments Awarded per Agreement - Summary for Committee***

### ***Terms of Agreement***

Firm	Agreement Execution Date	Original Duration 1st Extension 2nd Extension	Current Expiration Date
<b>Continuing Agreement Consultant - Environmental</b>			
<b>Vanasse Hangen Brustlin, Inc.</b>	Not a Minority Firm 05/14/21	Original Dur: 3 Yrs 1st Ext Dur: 1 Yrs 2nd Exr Dur: 1 Yrs	05/14/25

### **Addenda / Amendments in Chronological Order**

PSC	Board	Add #	Amd #	\$ Amt	Cumulative
11/21/23	12/13/23	010	000	\$113,704.40	\$113,704.40
11/21/23	12/13/23	011	000	\$40,000.00	\$153,704.40



**ATTACHMENT A**

**FINANCE FORM**

<b>Date:</b>	<u>August 20, 2024</u>	<b>Requestor's Extension:</b>	<u>x3555</u>
<b>Requestor's Name:</b>	<u>Keegan O'Brien</u>	<b>Preparer's Extension:</b>	<u>x3555</u>
<b>Preparer's Name:</b>	<u>Keegan O'Brien</u>	<b>Solicitation #:</b>	<u>N/A</u>
<b>Requestor's Department:</b>	<u>Environmental</u>	<b>Contract # / Name:</b>	<u>Environmental Consulting Services</u>
<b>Description:</b>	<u>FY25 Environmental Permitting Assistance</u>	<b>Procurement Committee Date:</b>	<u>September 3, 2024</u>
<b>Vendor:</b>	<u>VHB, Inc.</u>	<b>Agenda Item #:</b>	<u></u>

**NON-PROJECT FUNDS: O&M**

Account Code Format: xxx.xxx.xxx.xxxxxxx.xxx.xxxx xx	FY 23 Amount	FY24 Amount	FY25 Amount	FY26 Amount	FY27 Amount	TOTAL CONTRACT
301.712.170.5310010.000.00 0000			\$52,444.00			
<b>Total Requisition:</b>			\$52,444.00			
<b>Requisition Number:</b>			97677			
<b>Funding Approver:</b>	<i>Andrea Harper</i>					
<b>OMB Notes:</b>						

Number	Description	Approval Status	Creation Date	Currency	Total	Preparer
<a href="#">97677</a>	FY25 (Dept. 712) VHB	In Process	20-AUG-2024 10:46:20	USD	52,444.00	Wages, Alice M

**MEMORANDUM**

TO: Members of the Procurement Committee

FROM: Edelis Molina, Manager Small Business Programs

DATE: September 03, 2024

**ITEM DESCRIPTION**

Request for Approval of an Addendum to the Continuing Environmental Consulting Services Agreement with Vanasse Hangen Brustlin, Inc. for FY25 Environmental Permitting Assistance at Orlando International Airport

**SMALL BUSINESS**

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that, due to the limited and specialized scope of the services to be provided, Vanasse Hangen Brustlin, Inc. does not propose small business participation in this addendum.