GREATER ORLANDO
AVIATION AUTHORITY

January 15, 2021

Mr. Dykes Everett
Dykes Everett & Company, LLC
P.O. Box 2248
Winter Park, FL 32790

RE: Agreement for Professional Services
Land Development, Land Planning, and Land Management
Consulting Services, Orlando International and Executive Airports

Dear Mr. Everett:

Enclosed is a fully executed Agreement. On behalf of the Aviation Authority, we look forward to continuing to work with you.

Sincerely,

Kathy E. Anderson
Contracts and Grants Manager

Enclosure
cc w/enc.: Records Management (w/GOAA original)
Project File
Contract File

GOAA DATE 12/9/2020
ITEM NO. 3-H
DOCUMENTARY # 100952

AGREEMENT
FOR
CONSULTANT SERVICES

Base Agreement for Land Development, Land Planning, and Land Management Consulting Services Orlando International and Executive Airports

by and between

The Greater Orlando Aviation Authority
and
Dykes Everett & Company, LLC

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EXHIBIT A **RELATED DOCUMENTS**

EXHIBIT B **NOTICE OF CONSULTANT SERVICES (ADVERTISEMENT)**

EXHIBIT C **INVOICE INSTRUCTIONS AND FORMS**

EXHIBIT D **AUTHORITY'S TRAVEL POLICY**

EXHIBIT E **INSURANCE LIMITS**

EXHIBIT F **PERFORMANCE BOND AND LETTER OF CREDIT**

AGREEMENT
FOR
CONSULTANT SERVICES

THIS AGREEMENT is effective this 15th day of January, 2021, 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 **Dykes Everett & Company, LLC,** ("Consultant"), a Florida corporation licensed to do business in Florida, with a business address at **235 S. Maitland Ave., Suite 212, Maitland, FL 32751 (P.O. Box 2248, Winter Park, FL 32790).**

WITNESSETH:

WHEREAS, the Owner desires to employ the Consultant to provide consultant services for Land Development, Land Planning, and Land Management Consulting Services, as described herein, at the Orlando International and Executive Airports ("Airports"); 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 Additional Services

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

1.1.2 Agreement

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

1.1.3 Services

The Services to be performed by the Consultant for the Owner as described in **Exhibit A and B** of this Agreement, including Additional Services, if any.

1.1.4 Government Entities

The following abbreviations will be used throughout this Agreement:

.1 FAA – Federal Aviation Administration

.2 FDOT – Florida Department of Transportation

.3 TSA – Transportation Security Administration

.4 DOT – U.S. Department of Transportation

.5 City – City of Orlando

1.1.5 Consultant's Compensation

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

ARTICLE 2 –SERVICES TO BE PROVIDED BY THE CONSULTANT

2.1 Services

2.1.1 The Consultant shall perform the services and provide the work product that is specifically set forth in **Exhibit A**. ("Services").

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

2.2 Additional Services

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

2.3 Personnel

The Consultant agrees to retain the necessary qualified personnel to perform all 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.

2.4 Subconsultants

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

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

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

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

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

2.4.6 All Services performed by Subconsultants under this Agreement shall be pursuant to an appropriate written agreement between the Consultant and each Subconsultant. The Consultant shall require each Subconsultant to be bound to the Consultant by all the terms of this Agreement, and to be responsible to the Consultant for all the obligations and responsibilities for which the Consultant, pursuant to this Agreement, is responsible to the Owner, except as provided in Paragraph 15.5.13. 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.

2.5 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.

2.6 Consultant's Liability

The Consultant shall be and remain liable in accordance with applicable law for all damages to the Owner and the Owner's property caused by the improper acts, errors or omissions of the Consultant or by any Subconsultants in performing any Services. The term "improper acts, errors or omissions" shall include, but not be limited to, negligent, reckless, wanton, intentional, or willful failure to perform the Services in accordance with the applicable standard of care and performance for each Service set forth in this Agreement.

2.7 Consultant's Obligation to Correct Errors or Omissions

The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports,

memoranda, other documents and instruments, and other services furnished by the Consultant. 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.

2.8 Consultant's Obligation to Repair Damaged Property

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

2.9 Owner's Approval shall not Relieve Consultant of Responsibility

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

2.10 Non-Exclusive Rights

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

2.11 Consultant's Compliance with Laws and Regulations

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

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

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

a violation of this subsection also include liability for the Owner's costs as a result of the termination and debarment for at least one (1) year in accordance with Florida Statutes §448.095.

2.12 Consultant is not Owner's Agent

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

2.13 Reduced Scope of Services

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

2.14 Suspension

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

2.15 Consultant's Representative

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

2.16 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 Submittals

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

3.3 Reasonable Access

The Owner will allow the Consultant reasonable access to facilities controlled by the Owner to enable the Consultant to perform the Services. The Consultant agrees that such rights of access shall not be exercised in a manner or to such extent as to impede or interfere with the operation of the Owner's facilities, or with the operations of the Owner's lessees, licensees, or permittees of the Owner or the applicable 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 is the effective date of the Notice to Proceed.

4.3 A schedule for the Services shall be included in Exhibit "A.", The Consultant acknowledges that the schedule set forth in Exhibit "A" and any Addendum for additional services, if any, are both realistic and achievable, and that the Services will be completed within the time frame set forth in the schedule.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT FOR SERVICES AND REIMBURSABLE EXPENSES

5.1 Compensation for Services

For Services rendered by the Consultant, the Owner shall pay the Consultant in accordance with the payment terms defined in **Exhibit A**.

5.2 Reimbursable Expenses

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

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

5.3 Invoices

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

5.3.2 Monthly invoices shall also contain the following information:

.1 Lump sum amount invoices shall include a percentage of such lump sum fee equal to the percentage of Services completed since the last monthly invoice.

.2 Per Diem or hourly rates invoices shall be based upon the number of days or hours of service actually rendered by the Consultant and its Subconsultants since the last monthly invoice, broken down by appropriate billing classifications.

.3 Monthly invoices for Reimbursable Expenses incurred since the last monthly invoice shall include the nature and amount of each expense, the date on which it was incurred, and the task to which each expense relates, submitted in a form and with detail satisfactory to the Owner.

.4 Certification from a Principal or Officer that amounts previously paid by the Owner to the Consultant for work, expenses, supplies, etc. of Subconsultants have been disbursed.

.5 Consultant Disbursement Form included in Exhibit C.

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

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

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

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

5.4 Adjustment to Fees

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

5.5 Annual Rate Adjustment

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

ARTICLE 6 - RECORDS

6.1 Maintenance of Records

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

6.2 Records Availability

The Consultant shall maintain an acceptable cost accounting system. All of the Consultant's books, documents, papers and records directly relating to Services shall, upon reasonable notice by the Owner, be made available to the Owner, the FAA, the TSA, the FDOT and the Comptroller General of the United States of America, all of whom shall have the right from time to time, through their respective duly authorized representatives, at all reasonable times, to

review, inspect, audit or copy the Consultant's records. Production of such records by the Consultant shall not constitute promulgation and shall retain in the Consultant all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Consultant has overstated its hours of service, Reimbursable Expenses, per diem or hourly rates for any month, or percentage of lump sum amount earned in any month, the amount of any overcharge paid by Owner as a result of an overstatement shall forthwith be refunded by the Consultant to the Owner with interest thereon, if any, at a rate of six percent (6%) per annum on the overstated amount accrued from forty-five (45) days after the Owner's notice to the Consultant of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Consultant's statement for that month, the entire reasonable expense of the audit shall be borne by the Consultant. The Consultant shall retain all records, books, and reports required under this Agreement and shall make same available to the requesting party for a period of five (5) years from the date of payment by the Owner of the final invoice for the Services to which the records relate and all pending matters are closed. The Consultant shall insert this provision into any lower tier contract.

6.3 Public Records

When the Consultant receives any request to inspect or copy any records that relate to this Agreement, it shall promptly provide the Owner with a copy of the request. The Owner will respond to each such request on behalf of itself and the Consultant and the Consultant agrees to fully cooperate with the Owner with regard to all records requests and comply with all decisions made by the Owner regarding the production/disclosure. The Consultant shall:

.1 Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the services being performed by the Consultant.

.2 Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, as amended, or as otherwise provided by law.

.3 Except as authorized by law, ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed for the duration of the Agreement, as well as following completion or termination of the Agreement if the Consultant does not transfer the records to the Owner.

.4 Meet all requirements for retaining public records and upon completion or termination of the Agreement, transfer, at no cost, to the Owner all public records in possession of the Consultant or keep and maintain the public records required by the Owner and the law to perform the Services. If the Consultant transfers all public records to the Owner upon completion or termination of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner. If the Consultant keeps and maintains public records upon completion or termination of the Agreement, the Consultant shall meet all applicable requirements for retaining public records.

.5 Failure to grant such public access or otherwise comply with the Owner's request for records will be grounds for immediate termination of this Agreement by the Owner.

.6 Failure to provide the public records to the Owner within a reasonable time may also subject the Consultant to penalties under section 119.10, Florida Statutes.

.7 If a civil action is filed against Consultant to compel production of public records relating to this Agreement, Consultant will be solely responsible and liable for its attorney's fees and any resulting damages.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT MUST CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS, WHO CAN BE REACHED AT: (407) 825-2032; PUBLICRECORDS@GOAA.ORG; OR "GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS" ONE JEFF FUQUA BOULEVARD, ORLANDO, FLORIDA 32827.

ARTICLE 7 –TERM OF AGREEMENT AND TERMINATION

7.1 Term of Agreement

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

7.2 Agreement Termination – Default

This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement, or under any Addendum hereto, through no fault of the terminating party; provided, however, that no such termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination. The Consultant's obligations to the Owner arising from the Consultant's improper acts or omissions shall survive the termination of this Agreement. In the event the termination is due to Consultant's failure to fulfill the Consultant's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise pursuant to the provisions herein. In such case, the Consultant shall be liable to the Owner for any additional cost occasioned to the Owner thereby. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the contract price shall be made as provided herein.

7.3 Agreement Termination – Convenience

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

7.4 Agreement Termination – False Certification/Scrutinized Company

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

In the event this agreement is for One Million Dollars ($1,000,000.00) or more, Owner may terminate this Agreement for cause and without the opportunity to cure if the Consultant is found to have submitted a false certification or has

been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

7.5 Addenda Termination

Owner may terminate Addenda without cause by verbal or written notification to Consultant. Upon notification, Consultant will immediately discontinue all Services specified in the Addenda and submit a final invoice to the Owner within thirty (30) days of Owner's notice of termination to Consultant.

7.6 Termination - Price Adjustment

In connection with any termination of the Agreement or any Addenda, the Consultant shall have no entitlement to recover anticipated profit for Services or other work not performed.

7.7 Notice of Intent to Terminate

Upon the Owner's giving of notification of termination of the Consultant, or upon the Consultant's giving of notice of intent to terminate as provided herein, the Consultant shall: (1) promptly discontinue all Services affected (unless the Owner directs otherwise); and (2) upon request, deliver or otherwise make available to the Owner all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been prepared or accumulated by the Consultant or by the Subconsultants in performing Services under this Agreement, whether completed or in process. The rights and remedies of the Owner provided in this Article 7 are in addition to any other rights and remedies provided by law or under this Agreement.

7.8 Owner's Right to Complete Terminated Services

Upon termination pursuant to this Agreement, the Owner may take over the Services and perform the Services to completion by agreement with another party or otherwise. In doing so, the Owner shall not waive its right to pursue any remedy that it may have against the Consultant arising out of the Consultant's performance hereunder.

ARTICLE 8 – DOCUMENTS, DATA AND TECHNOLOGY

8.1 Furnishing Copies

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

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

8.2 Ownership

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

8.4 Confidentiality

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

8.5 Sensitive Security Information

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

8.6 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 agree that process may be served on the Consultant and the Owner by Certified United States Mail, postage prepaid, addressed to the Owner's Representative or the Consultant's Representative as defined in **Exhibit "A."** The parties hereby consent to the jurisdiction **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 Addenda. The Consultant shall not assign the Agreement or any 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 an Addendum hereto) subcontract any of its obligations hereunder to third parties without the prior written approval of the Owner. The Owner shall be entitled to withhold such approval for any reason or for no reason. Except as limited by

the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon the Owner and the Consultant, and their respective successors and assigns.

ARTICLE 13 - WAIVER OF CLAIMS

The Consultant and the Owner hereby mutually waive any claims against each other, their members, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this Agreement or any part thereof, or any Addendum hereto, or arising out of any judgment or award in any suit or proceeding declaring this Agreement or any Addendum hereto null, void, or voidable or delaying the same, or any part thereof, from being carried out; provided, however, that this waiver shall not prevent the Consultant from seeking to recover the reasonable value of the Services rendered by the Consultant prior to the entry of such judgment or award.

ARTICLE 14 - MEMBER PROTECTION

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

ARTICLE 15 – INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND

15.1 Consultant's Obligations for Indemnification

15.1.1 The Consultant shall defend, indemnify and hold harmless 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 claims, liabilities, damages, actions or proceedings, losses, and costs, including, but not limited to, reasonable attorneys' fees, investigation costs, and expert or consultant costs, to the extent caused by the breach of this Agreement or arising out or in connection with any negligence, recklessness, intentionally wrongful conduct, or improper acts, errors or omissions of the Consultant, any Subconsultant, or any persons employed or utilized by the Consultant in the performance of 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

15.5.1 COMMERCIAL GENERAL LIABILITY: The Consultant shall purchase and maintain in force during the term of this Agreement, at its own cost and expense, commercial general liability insurance with combined single limits or equivalent of at least ONE MILLION DOLLARS ($1,000,000.00) for projects outside the Airfield Operations Area (AOA) and FIVE MILLION DOLLARS ($5,000,000.00) for projects within the AOA for each occurrence, with a maximum deductible or self-insured retention of TEN THOUSAND DOLLARS ($10,000.00) for contracts less than ONE MILLION DOLLARS ($1,000,000.00) and ONE HUNDRED THOUSAND DOLLARS ($100,000.00) for contracts equal to or exceeding ONE MILLION DOLLARS ($1,000,000.00), unless modified by **Exhibit E**, and with broad form 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: The Consultant shall maintain in force during the term of this Agreement, automobile liability insurance with minimum combined limits of ONE MILLION DOLLARS ($1,000,000.00) for all automobiles used outside the AOA and FIVE MILLION DOLLARS ($5,000,000.00) for all automobiles used inside the AOA, with a maximum deductible or self-insured retention of TEN THOUSAND DOLLARS ($10,000.00) for contracts less than ONE MILLION DOLLARS ($1,000,000.00) and ONE HUNDRED THOUSAND DOLLARS ($100,000.00) for contracts equal to or exceeding ONE MILLION DOLLARS ($1,000,000.00), unless modified by **Exhibit E**, for death or bodily injury and for injury or damage to property for each occurrence.

15.5.3 WORKERS COMPENSATION/EMPLOYER LIABILITY: The Consultant shall maintain in force during the term of this Agreement workers' compensation insurance with no exclusions in accordance with the laws of Florida and Employers' Liability in the amount of $500,000 each accident, $500,000 disease-policy limit and $500,000 disease-each employee, unless modified by **Exhibit E**.

15.5.4 PROFESSIONAL LIABILITY: If Owner informs Consultant that Professional Liability insurance is required and if this Agreement exceeds $50,000.00, the Consultant shall maintain in force during the term of this Agreement a

professional liability and errors and omission insurance policy in the minimum amount of ONE MILLION DOLLARS ($1,000,000.00) per claim with a maximum deductible or self-insured retention of TEN THOUSAND DOLLARS ($10,000.00) for contracts less than ONE MILLION DOLLARS ($1,000,000.00) and ONE HUNDRED THOUSAND DOLLARS ($100,000.00) for contracts equal to or exceeding ONE MILLION DOLLARS ($1,000,000.00), unless modified by **Exhibit E**. If claims-made policy, policy must remain in effect for two years following completion

15.5.5 Higher deductibles may be allowed, provided the insurer is required to pay claims from first dollar at 100% of value without a requirement that insured party pay its deductible prior to that time.

15.5.6 The Consultant agrees that the Owner and the City, 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, shall be included as additional insureds under such policy or policies of insurance as required herein, except for the insurance coverage required by Articles 15.5.3 and 15.5.4 above.

15.5.7 All such insurance, except for insurance required in Articles 15.5.3 and 15.5.4 above, shall provide that it is primary insurance with respect to any other valid insurance the Owner may possess, including any self-insured retention or deductible the Owner may have, and that any other insurance the Owner does possess shall be considered excess insurance only. This insurance shall also provide, and the declaration page(s) or endorsements of such insurance policy or policies shall state, that the insurer shall act for each insured and each additional insured as though a separate policy had been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance.

15.5.8 Insurance coverage shall be maintained with insurers lawfully authorized to do business in Florida and acceptable to the Owner, which companies shall, at a minimum, have a rating of not less than "A-" as to management and "VIII" as to strength in the latest edition of Best's Insurance Guide.

15.5.9 Evidence of insurance on a certificate form acceptable to the Owner shall be furnished upon execution of this Agreement and shall provide that such insurance coverage will not be reduced or cancelled without at least thirty (30) days prior written notice to the Owner. Said Certificate of Insurance shall also include the Owner's Statement of Agent or Broker and a copy of the additional insured endorsement. Any deductible or self-insurance retention should be indicated on the certificate of insurance.

15.5.10 If insurance coverage sustains an adverse material change, the Consultant shall provide 30 days prior written notice. The Consultant shall, within five (5) days prior to such cancellation or reduction in coverage, file with the Owner a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. If the Consultant fails to obtain or have insurance reinstated, the Owner may terminate this Agreement.

15.5.11 The Owner shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Agreement, and the Consultant shall comply with all reasonable requests of the Owner with respect thereto; provided, however, the Owner shall reimburse the Consultant for the additional cost, if any, for the Consultant to provide altered limits or coverage.

15.5.12 The Owner hereby agrees that the Consultant's professional liability coverage required hereunder is not required to include coverage for any aspect of ownership, treatment or disposal of any hazardous materials encountered in the work resulting from the Professional Services provided under this Agreement.

15.5.13 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.

15.6 Performance Bond or Letter Of Credit

15.6.1 When required by the Owner, the Consultant shall furnish to Owner a Performance Bond, on an exact replica of the Owner's form attached hereto as Exhibit "F" in a penal sum equal to the Consultant Compensation, which is defined as the total anticipated compensation to be paid Consultant as set forth in Exhibit A and all Addenda, whether described as a not-to-exceed fee or lump sum. The Consultant shall provide the Performance Bond at time of contract execution, receipt of which will be prior to Owner's execution . A certified copy of the power-of-attorney appointing the attorney-in-fact for the surety and appointing the Florida licensed agent shall be attached. In the event any additional scope of work is added to this agreement by execution of an Addenda or any amendment thereof, Consultant shall either provide an additional performance bond in the amount of the total compensation set forth in the Addenda or shall increase the amount of the penal sum of the original performance bond to reflect the additional compensation. The Performance Bond shall remain in effect for at least one year after the expiration or earlier termination of this Agreement.

15.6.2 The Consultant may elect to provide the Owner, in lieu of the required Performance Bond, a letter of credit in an amount equal to the Consultant Compensation and issued on Owner's form of irrevocable standby letter of credit ("Letter of Credit"), attached hereto as Exhibit "F." Letters of Credit shall be issued by a bank with an office located in the State of Florida and reasonably acceptable to the Owner's Chief Executive Officer. The Consultant shall provide the Owner with a Letter of Credit that remains in effect for at least one year after the expiration or earlier termination of the term of this Agreement. If the Consultant fails to perform any obligation required of it under the terms of this Agreement, including, but not limited to, providing Owner with an acceptable renewal or replacement letter of credit within the required time limits, the Owner shall be entitled, in addition to any other remedies, to draw the full amount of the funds available under any Letter of Credit provided by Consultant to Owner and to hold such funds until such time as the Owner in its discretion shall determine the amount of damages, costs and expenses owing to it from the Consultant. The Owner shall retain from such funds an amount equal to its actual or anticipated damages, costs and expenses, and shall thereafter return the remaining amount of the funds, if any, to the Consultant. In the event any additional scope of work is added to this agreement by execution of an Addenda or any amendment thereof, Consultant shall either provide an additional Letter of Credit in the amount of the total Consultant Compensation or shall increase the amount of the original Letter of Credit to reflect the additional compensation.

15.6.3 Except as provided in this Section 15.6, the Owner will not accept any change or modification to the forms of Performance Bond or Letter of Credit attached hereto. The Owner shall release any existing Letter of Credit provided by the Consultant upon the Owner's receipt and approval of a renewal or replacement Letter of Credit that complies with the requirements of this Agreement.

15.6.4 If the Consultant is required to provide any renewal or replacement Performance Bond or Letter of Credit, a rider to an existing Performance Bond or Letter of Credit, or a continuation amendment to an existing Performance Bond or Letter of Credit (collectively, the "Replacement"), Consultant shall calculate the penal sum/amount (the "Amount") of any such Replacement as follows:

15.6.5 If the Replacement is provided in connection with an Addenda or amendment, the Replacement shall be in an amount equal to the total cumulative Consultant Compensation.

15.6.6 Failure to timely submit an acceptable Performance Bond or Letter of Credit or any required renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit that meets the requirements of this Section constitutes a default under the terms of this Agreement and, in addition to all other rights available to the Owner under law, the Owner shall have the right to terminate this Agreement without providing the Consultant advance notice or the opportunity to cure. In connection with any such default, the Owner shall have the right to claim against the Consultant's then current Performance Bond or Letter of Credit for all of Owner's losses, costs, damages or expenses. The provision of this Paragraph shall survive the expiration or earlier termination of this Agreement.

15.6.7 Performance Bonds delivered to Owner in satisfaction of any requirement under this Agreement must meet the following criteria:

.1 Performance Bonds provided to the Owner in connection with contracts having a value of $500,000.00 or less shall be duly issued by an insurer or corporate surety which:

(a) Is authorized to conduct insurance business in the State of Florida;

(b) Currently holds a certificate of authority authorizing it to write surety bonds in the State of Florida; and

(c) Is otherwise in compliance with the provisions of the Florida Insurance Code.

.2 Performance Bonds provided to the Owner in connection with contracts having a value in excess of $500,000.00 shall be duly issued by an insurer or corporate surety which:

(a) Is authorized to conduct insurance business in the State of Florida;

(b) Holds a currently valid certificate of authority by the U.S. Department of Treasury pursuant to 31 U.S.C. ss 9304-9308; and

(c) Has no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of Best's Insurance Reports.

(d) Notwithstanding the provisions of (c) above, an insurer or corporate surety which is not rated by Best's Insurance Reports may be accepted by Owner, but only if approved by Owner's Risk Manager and Department Director following a review or investigation of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, liquidity and such other factors as the Owner's Risk Manager may deem appropriate.

ARTICLE 16 - APPROVAL BY FEDERAL AND STATE AGENCIES

The Owner agrees to use its best efforts to obtain approval of this Agreement and any Addenda hereto from Federal and State agencies to the extent required by law or regulation. If the Owner determines that modifications to this Agreement or any Addenda hereto are required to qualify for State or Federal funding for the Consultant's Services, and if the Consultant shall fail to consent to such modifications, or if the Consultant is unable to comply within a reasonable time with applicable Federal or State laws and regulations governing the grant of such funds for Services, the Owner shall have the right to terminate this Agreement or any such Addenda hereto.

ARTICLE 17 - COVENANTS AGAINST DISCRIMINATION

17.1 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 and all FAA and FDOT 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 these funds under this Agreement. In these funding cases, the requirements of the Owner's DBE Participation Policy apply to this Agreement. The Consultant and all Subconsultants shall take all necessary and reasonable steps in accordance with the Owner's DBE Participation Policy to ensure that DBE firms have the maximum opportunity to compete for and perform contracts.

18.2 It is the policy of the Owner on all other funded contracts for Services that Minority and Women Business Enterprises ("MWBE") shall have the opportunity to participate in the performance of professional services contracts. In these funding cases, the requirements of the Owner's MWBE Policy apply to this Agreement. The Consultant and all Subconsultants shall take all necessary and reasonable steps in accordance with the Owner's MWBE policy to ensure that MWBE firms have the maximum opportunity to compete for and perform on contracts. Prior to being awarded a scope of work, the Consultant shall provide to the Owner either: 1) evidence that the Consultant has contracted with MWBEs to meet the Owner's MWBE goal for the Services, or 2) evidence satisfactory to the Owner that the Consultant has made good faith efforts to reach the Owner's MWBE goal for the Services.

18.3 It is the policy of the Owner on all other funded contracts for Services that Local Developing Businesses / Veteran Business Enterprise ("LDB/VBE") shall have the opportunity to participate in the performance of professional services contracts. The LDB/VBE goal is separate and distinct from the MWBE goal set forth in paragraph 18.2 above. In these funding cases, 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) evidence that the Consultant has contracted with LDB/VBEs 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 shall not breach any of its obligations with the DBEs, MWBEs or LDB/VBEs. In the event the Consultant desires to terminate or replace a DBE, MWBE or LDB/VBE, the Consultant shall promptly notify the Owner of the impending termination, the reason for the termination and obtain the Owner's approval prior to proceeding with the termination. Following the termination, the Consultant shall endeavor to replace the terminated DBE, MWBE or LDB/VBE with another similar to certified DBE, MWBE or LDB/VBE. If the Bidder is unable to utilize another DBE,

MWBE or LDB/VBE for the performance of that portion of the agreement, the Consultant shall provide the Owner with documentation, in a form satisfactory to the Owner, showing that it is not possible to replace the terminated DBE, MWBE or LDB/VBE with another DBE, MWBE or LDB/VBE.

ARTICLE 19 - MISCELLANEOUS PROVISIONS

19.1 Government Agencies which are not Parties

Neither the FAA, the TSA nor the FDOT has nor will they incur any obligations to the Consultant under this Agreement.

19.2 Conflict of Interest

Except with the Owner's knowledge and consent, the Consultant and Subconsultants shall not undertake Services which would reasonably appear that such Services could compromise the Consultant's professional judgment or prevent the Consultant from serving the best interests of the Owner.

19.3 Owner Member, Officer or Employee

No member, officer, or employee of the Owner during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Additionally, no member, officer or employee of the Owner shall have any interest, direct or indirect, in any portion of this Agreement or the proceeds thereof in which the FDOT is participating pursuant to a Joint Participation Agreement for a period of one year after the termination of his or her employment or affiliation with the Owner.

19.4 Consultant Assurances

Consultant covenants that it will insert the above provisions 19.2 and 19.3 in each of its subcontracts relating to the Services.

19.5 Headings

The headings of the sections of this Agreement are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

19.6 Entire Agreement

This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

19.7 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. No Additional Services shall be performed until such Additional Services are provided for in an Amendment or Addenda and executed by both parties. 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 36 months from the date of being placed on the convicted vendor list. The Consultant hereby represents that it does not fall within the class of persons identified in the previous sentence such that Consultant would be precluded from entering into this Agreement.

Further, any entity or individual placed on the Owner's Debarment List pursuant to Owner Policy, Section 130.04, may not submit a response to any letter of intent, letter of interest, statement of qualifications, quote, proposal, or bid as a contractor, supplier, subcontractor, consultant or individual, of any tier, for any goods or services or contracts and may not provide any goods or services to the Owner, on behalf of the Owner, or on Owner property, regardless of whether there is a contractual relationship with the Owner. The Owner will disqualify any submission, bid or proposal that includes a person or entity on the Owner's Debarment List. You may request a copy of the Owner's Debarment List for your review at the following email:debarmentlist@goaa.org.

19.10 No Third-Party Beneficiaries

No person shall be deemed to possess any third-party beneficiary rights pursuant to this Agreement. It is the intent of the parties hereto that no direct benefit to any third party is intended or implied by the execution of this Agreement.

19.11 Consultant Contractual Authorization

Consultant represents and warrants that the execution and delivery of the Agreement and the performance of the acts and obligations to be performed have been duly authorized by all necessary corporate (or if appropriate, partnership) resolutions or actions and the Agreement does not conflict with or violate any agreements to which Consultant is bound, or any judgment, decree or order of any court.

19.12 Whistle Blower Reporting Line

The Owner is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste and abuse. The Owner has established a Whistle-Blower Reporting Line with a third-party service provider as a means to report suspected fraud, waste or abuse of Owner resources in connection with Owner operations. Should Consultant suspect any fraud, waste or abuse in connection with any Work under this Contract, including any work of its subcontractors or laborers, it shall promptly report such activity by calling 1-877-370-6354, through email to GOAA@integritycounts.ca or through the online reporting form at www.integritycounts.ca/org/GOAA. The Consultant shall include this reporting requirement in all subcontracts and vendor agreements. The Consultant is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

ARTICLE 20 – SPECIAL PROVISIONS, EXHIBITS AND DOCUMENTS

20.1 Federal Fair Labor Standards Act

All contracts and subcontracts that result from this contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

20.2 Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

20.3 Additional Exhibits

The following Exhibits are attached to and made a part of this Agreement:

Exhibit A, Related Documents
Exhibit B, Notice of Consultant Services (Advertisement)
Exhibit C, Invoice Instructions and Forms
Exhibit D, Owner's Travel Policy
Exhibit E, Insurance Limits
Exhibit F, Performance Bond and Letter of Credit

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:

Witness Signature

LARISSA BOU-VAZQUEZ
Assistant Secretary

Printed Name

(SEAL)

Greater Orlando Aviation Authority

By: _____
Phillip N. Brown, A.A.E, Chief Executive Officer

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

this 12 day of January, 20 21

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

Dykes Everett & Company, LLC

Lori L Williams
Witness Signature

Lori L Williams
Printed Name

(SEAL)

LORI LYNN WILLIAMS
Notary Public - State of Florida
Commission # GG 362326
My Comm. Expires Oct 20, 2023
Bonded through National Notary Assn.

By: _____
Signature (Duly Authorized Rep.)

DYKES EVERETT
Printed Name

PRESIDENT / MANAGER
Title

Certification of Consultant's Authorized Representative

State of: Florida
County of: Orange

The foregoing instrument was acknowledged before me by Dykes C Everett of Dykes Everett & Company, LLC, (Consultant's duly authorized representative), a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Lori L Williams
Notary Public

LORI LYNN WILLIAMS
Notary Public - State of Florida
Commission # GG 362326
My Comm. Expires Oct 20, 2023
Bonded through National Notary Assn.

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
Mr. Dykes Everett
Dykes Everett & Company, LLC
P.O. Box 2248
Winter Park, FL 32790

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 32827-4399

MEMORANDUM

TO: Members of the Aviation Authority

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

DATE: December 9, 2020

ITEM DESCRIPTION

Recommendation of the Professional Services Committee to Rank Firms Shortlisted for Land Development, Land Planning, and Land Management Consulting Services (W422) at the Orlando International Airport, the Orlando Executive Airport and other facilities operated by the Aviation Authority

BACKGROUND

On August 30, and September 2, 2020, a notice was publicly advertised requesting Letters of Interest (LOIs) for Land Development, Land Planning, and Land Management Consulting Services (W422) at the Orlando International Airport, the Orlando Executive Airport and other facilities operated by the Aviation Authority.

The Services include, but are not limited to, consulting on the use and development of strategic resources, including best practices for land planning, development, and management for the Aviation Authority, including, but not limited to, the East Airfield Development Area and Mud Lake Properties; preparation of necessary procurement bid documents to advance land management activities for the East Airfield Development Area and Mud Lake Properties; special projects and miscellaneous economic and land development support services; land management project administration and implementation and related professional services; assistance with land planning, land development, permitting, land surveying and resource evaluation, economic and strategic planning, intergovernmental negotiation coordination, public/private partnerships; and all other related services related to land development, planning, or management including coordination with the Aviation Authority, its consultants, the City of Orlando, water management districts and all agencies having jurisdiction over the Airport. The Services may also include studies and preparation of reports involving scope definition and validation of projects, evaluation and documentation of existing conditions; bid/procurement and award, permitting, project administration, technical support, land planning support on various Aviation Authority projects and all other related professional services which may be required where the Aviation Authority elects not to solicit letters of interest by means of public advertisement.

The submission requirements stated that it is preferred that proposers and their key personnel have prior experience as the prime consultant on a minimum of three similar service contracts within the last five years with a minimum contract value of not less than $250,000.

The Aviation Authority intends, but is not obligated, to enter into a non-exclusive agreement with a minimum of one selected Proposer to perform the required Services. The terms of the agreement shall be for a period of three years with optional renewal periods of two additional one year terms, to be exercised at the discretion of the Aviation Authority and accepted by both parties.

CONSENT AGENDA ITEM – H –

ISSUES

By October 1, 2020, two firms responded to the above-referenced advertisement as follows *(in alphabetical order)*:

- C&S Engineers, Inc.
- Dykes Everett & Company, LLC

On October 22, 2020, the Professional Services Committee (PSC) met to consider the two LOIs. Based on the LOIs, staff's evaluation, and past performance on Aviation Authority projects, the PSC shortlisted both firms for further consideration.

On November 18, 2020, the PSC met to consider the shortlisted firms. Each of the shortlisted firms was interviewed and evaluated by the PSC based on the following criteria:

- Comprehensive approach
- Qualifications and experience of key personnel
- Qualifications and experience of firm
- Insurance
- Licensure
- Financial information
- Claim Information
- Reference responses
- DBE/MWBE/LDB commitment

The PSC reviewed each firm's LOI and considered each interview. At the conclusion of the interviews and discussion, the PSC recommended the ranking below. It was the consensus of the PSC that the first-ranked firm was the most highly qualified to perform the required services based on past performance, the ability of the team, its willingness to meet time and budget requirements, and its knowledge of the existing facilities based on its site visits, and other factors allowed by the State CCNA Statutes.

First: **Dykes Everett & Company, LLC (DEC):** DEC provided an excellent LOI, which included a very thorough approach and clear understanding of the required services. DEC's office is located in Maitland, FL. DEC has been in business for over 14 years. DEC's project manager has over 36 years of professional experience. The project team has worked successfully together for many years. DEC is the current land planning, land development and land management consultant for the Aviation Authority and has performed well during its tenure. DEC's project experience includes Land Development and Permitting Consulting Services at Orlando International Airport; Land Planning and Management, Rural and Family Lands Protection Program, Geneva, FL; Real Estate Management, Turnaround and Development at various locations in the mid-Atlantic and Southeast U.S. region for BB&T Bank headquartered in Birmingham, AL; Land Management, Land Resource and Natural Resource Development for Winecup Gable Ranch, Wells, NV; Land Planning and Conservation at Historic Lake X State Park, Lake Conlin (Osceola County), FL; and, Land Planning and Development at Christmas Creek Ranch, Orange County, FL. DEC provided the required licenses, insurance, and financial information. References provided were from organizations within the land management, land planning, and land development industries, and demonstrated work experience for the required services. DEC received positive responses from all of the references. DEC is the current land development and land management consultant and has performed well during its tenure. DEC provided the required written action plan to achieve the MWBE/LDB/DBE participation goals, and its statement of commitment to the Aviation Authority's MWBE/LDB/DBE programs.

Second: **C&S Engineers, Inc. (C&S):** C&S provided a very good LOI, which included a thorough approach and clear understanding of the required services. C&S' office is located in Orlando, FL. C&S has been in business for over 52 years. C&S' project manager has over 11 years of professional experience. The project team has worked successfully together for many years. C&S' project experience includes On-Call Professional and Comprehensive Planning Consulting Services, Philadelphia Northeast Airports, PA; Land Re-Use Strategy Services, and Comprehensive Asset Management Plan (CAMP) Services, Phoenix Sky Harbor International Airport, AZ; Real Estate Assessment and

Strategic Advisory Services, Orlando International Airport, FL; Master Plan Update/Commercial Real Estate Development Strategy, Daytona Beach International Airport, FL; Commercial Market Opportunity Assessment and Implementation Support, Southwest Florida International Airport, Fort Myers, FL; and, Airport Master Plan Update, Land Use Analysis, Lehigh Valley International Airport, Allentown, PA. C&S provided the required licenses, insurance, and financial information. References provided were from organizations within the land management, land planning, and land development industries, and demonstrated work experience for the required services. C&S received positive responses from all of the references. C&S provided the required written action plan to achieve the MWBE/LDB/DBE participation goals, and its statement of commitment to the Aviation Authority's MWBE/LDB/DBE programs.

ALTERNATIVES

The Aviation Authority Board may send the matter back to committee for further consideration or reject all submittals.

FISCAL IMPACT

There is no fiscal impact for the base agreement. Future addenda will be based on specific tasks of work as assigned.

RECOMMENDED ACTION

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Professional Services Committee and (1) approve the ranking of the firms for Land Development, Land Planning, and Land Management Consulting Services (W422) at the Orlando International Airport, Orlando Executive Airport and other facilities operated by the Aviation Authority, as follows: First - Dykes Everett & Company, LLC; and, Second - C&S Engineers, Inc.; (2) authorize hourly rate negotiations with the first-ranked firm in accordance with the Aviation Authority's policy; and, (3) subject to successful negotiations with the first-ranked firm: (a) approve a no cost Land Development, Land Planning, and Land Management Consulting Services Agreement with the first-ranked 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.

Vendor	Hourly Rate Position	Hourly Rate
Dykes Everett & Company, LLC	Principal	$ 240.00
Dykes Everett & Company, LLC	Senior Staff	$ 175.00
Dykes Everett & Company, LLC	Technical Staff	$ 115.00

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

GREATER ORLANDO AVIATION AUTHORITY
NOTICE OF LAND DEVELOPMENT, LAND PLANNING,
AND LAND MANAGEMENT CONSULTING SERVICES (W422)
ORLANDO INTERNATIONAL AND EXECUTIVE AIRPORTS

Pursuant to 2 CFR Part 200, Section 287.055, Florida Statutes and the policies and procedures of the Greater Orlando Aviation Authority (the "Authority"), notice is hereby given that Letters of Interest are invited from firms and individuals ("Proposers") to render **Land Development, Land Planning, and Land Management Consulting Services (W422)** (the "Services") to the Authority at the Orlando International Airport, Orlando Executive Airport and other facilities operated by the Authority (the "Airport").

The Services include, but are not limited to, consulting on the use and development of strategic resources, including best practices for land planning, development, and management for the Aviation Authority, including, but not limited to, the East Airfield Development Area and Mud Lake Properties; preparation of necessary procurement bid documents to advance land management activities for the East Airfield Development Area and Mud Lake Properties; special projects and miscellaneous economic and land development support services; land management project administration and implementation and related professional services; assistance with land planning, land development, permitting, land surveying and resource evaluation, economic and strategic planning, intergovernmental negotiation coordination, public/private partnerships; and all other related services related to land development, planning, or management including coordination with the Authority, its consultants, the City of Orlando, water management districts and all agencies having jurisdiction over the Airport. The Services may also include studies and preparation of reports involving scope definition and validation of projects, evaluation and documentation of existing conditions; bid/procurement and award, permitting, project administration, technical support, land planning support on various Authority projects and all other related professional services which may be required where the Authority elects not to solicit letters of interest by means of public advertisement.

A Pre-Submittal Conference will be held **via GoToMeeting at 1:00 PM Eastern time on September 10, 2020. Information for attending the Pre-Submittal Conference will be posted on the Aviation Authority's website.** 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 for the Letters of Interest 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

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

GREATER ORLANDO AVIATION AUTHORITY

By: M. Carson Good
Aviation Authority Chairman

GREATER ORLANDO AVIATION AUTHORITY
NOTICE OF LAND DEVELOPMENT, LAND PLANNING,
AND LAND MANAGEMENT CONSULTING SERVICES (W422)
ORLANDO INTERNATIONAL AND EXECUTIVE AIRPORTS

SUBMISSION REQUIREMENTS

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

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

Written inquiries shall be directed to **Mr. Brad Friel, Director of Planning, Greater Orlando Aviation Authority, Orlando International Airport, at email** W422@goaa.org. Questions received after close of business on **September 21, 2020,** will not be answered.

Interested Proposers are requested to submit six (6) printed copies and one (1) electronic PDF version* (on USB Flash Drive) of a Letter of Interest **up to 2:00 p.m. Eastern Time on October 1, 2020, to the Project Controls Office, Greater Orlando Aviation Authority, 11312 Terminal C Service Road, Bldg. 16, Orlando, FL 32824.** Any Letters of Interest received after the time and date stated above will not be considered and will be returned unopened. Letters of Interest shall be submitted in sealed packages clearly labeled, **"Letter of Interest for Land Management, Land Planning, and Land Development Consulting Services (W422)".**

***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 flash drive. In cases where there are discrepancies between the PDF and hard copy, the hard copy shall take precedence.

LETTER OF INTEREST REQUIREMENTS

Letters of Interest 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. **Letters of Interest that are not in compliance with the requirements may be downgraded accordingly.**

1. **Proposing Entity Structure** - Proposer's Statement of the following:

   a) The name and address of the legal entity that will contract with the Authority if awarded the Agreement for the Services.

   b) Name, address, Email address and telephone/fax numbers of one (1) individual to whom all future correspondence and/or communications will be directed.

c) A statement declaring the type of business relationship the Proposer will use (i.e., a single company, joint venture or other form of business relationship to perform the services for the Projects). If the Proposer is a joint venture or partnership, the Qualifying Experience in Section 3 may be satisfied by the Joint Venture, Partnership entity, or any member entity thereof. Please state whether the entity is currently in existence, is being formed specifically for this project, or whether it will be formed upon award. If it is formed specifically for this project or will be formed upon award, please provide a copy of the Joint Venture or Partnership Agreement. Important for Joint Ventures or Partnerships:

i. the Joint Venture or partnership must hold, in the name of the Joint Venture or partnership, the professional license as set forth in Section 6 below, and

ii. the Joint Venture or partnership must be the proposed policyholder of the insurance required in Section 5 below.

2. **Executive Brief** - An executive brief which includes:

a) A comprehensive approach to provide the required Services.

b) A narrative on why Proposer should be selected for the Services, including:

i. A brief overview of the specific experience and expertise of the proposed professional team (personnel and subconsultants) explaining why this team should be selected.

ii. Prior experience working in an operating airport.

iii. Prior experience performing land management and land planning activities at a large hub Airport or similar facility

iv. Prior examples and experience where the proposed professional team has worked together on other projects.

v. Discussion of similar projects referenced in Paragraph 3 below (USGSA Form 330), with particular reference to scope, phasing, construction delivery methods and lessons learned.

c) A narrative outlining the Proposer's approach to incorporating sustainable design principles into the Services.

d) A two (2) page description of the Proposer's quality control program for providing the proposed Services. Include the proposed method for communication and coordinating with the Authority, its other consultants and other interested governmental agencies.

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

   a) **It is preferred that Proposers and their key personnel have prior experience as the prime consultant on a minimum of three (3) similar service contracts within the last five (5) years with a minimum contract value of not less than Two Hundred Fifty Thousand Dollars ($250,000). Clearly identify the specific project and description in the USGSA Form 330 for each qualifying project.**

   b) Provide additional information on other similar services and projects which best represent the Proposer's skill and experience in working on projects of the size, type and complexity of the advertised Service.

   c) Proposers and their key personnel should have prior resources planning experience, land planning, land development, and land management experience when: 1) coordinating with, 2) meeting the requirements on projects funded by, 3) and in accordance with the rules and regulations of the following public/governmental agencies: the Florida Department of Transportation, South Florida Water Management District (SFWMD), Department of Environmental Protection (DEP), the Orlando Utilities Commission, and other authorities having jurisdiction. Clearly identify the specific project and description in the USGSA Form 330 for each qualifying project.

   d) For each qualifying project, provide the name, title, address, Email address and phone/fax numbers for a reference contact person of the Proposer's client, preferably the owner of the facility, who is familiar with the Proposer's role on that project. Reference checks will be conducted on those projects and may be conducted on other projects.

4. **MWBE/LDB/VBE/DBE Requirements** - All Proposers for non-federal and non-State of Florida funded projects are hereby notified that they must comply with: 1) the Minority and Women Business Enterprise ("MWBE") program requirement as defined in the Authority's MWBE Policy, 2) the Local Developing Business/Veteran Business Enterprise ("LDB/VBE") program requirement as defined in the Authority's LDB/VBE Policy. All Proposers for federal and State of Florida funded projects are hereby notified that they must comply with the Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26, as referenced in the Authority's DBE Participation Program. **The Policies and certified MWBE, LDB/VBE and DBE Directories are available on-line at the Authority's web site:** http://www.orlandoairports.net/small_business.

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

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

Questions concerning the MWBE, LDB/VBE and DBE 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, or to Mr. Somdat Jiawan, Manager, Small Business Programs, at Phone: (407) 825-3481, Email: sjiawan@goaa.org. Proposers shall be solely responsible for confirming MWBE, LDB/VBE, and DBE subcontractors' experience, capacity, certification and any other information related to the Services.

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

   a) Professional Liability – Minimum of $1,000,000 per claim and annual aggregate with maximum deductible or self-insured retention in an amount not exceeding $10,000. Any deductible or self-insurance retention should be indicated on the Proposer's certificate of insurance.

   b) Commercial General Liability (CGL) – Minimum of $5,000,000 per occurrence and annual aggregate, with maximum deductible or self-insured retention in an amount not exceeding $10,000. Any deductible or self-insurance retention should be indicated on the Proposer's certificate of insurance.

   c) Automobile Liability – Minimum of $5,000,000 per occurrence, with maximum deductible or self-insured retention in an amount not exceeding $10,000. 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.

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

   a) Copies of current, active Florida Professional Registration Certificates for the Proposer and key personnel proposed to be used on the Services.

   b) Copy of the Florida Secretary of State Certification.

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

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

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

EVALUATION AND AWARD CRITERIA

Due to the COVID-19, the Greater Orlando Aviation Authority is adhering to a business distancing operational plan. Please note that all Professional Services Committee meetings may be held virtually until further notice.

Following submission, the Authority's Professional Services Committee (PSC) intends to short list 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, their past performance with the Authority (if applicable), their past performance with other entities, level and quality of small business participation, 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 will be scheduled for an interview, presentation or both. Following short listing, and interviews or presentations, the Authority shall make a final ranking and select in order of preference, based on the above information, weighing of these factors, weighing of CCNA factors provided by the Consultants' Competitive Negotiations act (Section 287.055, Florida Statutes), and interview results, in order to select for award the most highly qualified Proposer(s) to perform the requested Services.

The Authority intends, but is not obligated, to enter into non-exclusive agreements with a minimum of one (1) selected Proposer to perform the required Services. The term of the agreement shall be for a period of three (3) years with optional renewal periods of two (2)

additional one (1) year terms, to be exercised at the discretion of the Authority and accepted by both parties.

The Authority reserves the right to waive any informality in the Letters of Interest, to reject any and all Letters of Interest, to re-advertise for Letters of Interest or to elect not to proceed with the Services for any reason. All recommendations and decisions regarding award of the Services shall be made at open public meetings in accordance with the requirements of Florida Statute 286.011, and all interested parties are invited to attend such meetings. In accordance with Florida Statute 287.055 (10), the 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.

ADDITIONAL INFORMATION

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.

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 Director of Board Services within seven (7) calendar days of such lobbying. The policy, forms, and instructions are available in the Aviation Authority's offices and the web site.

Pursuant to Section 287.133(2)(a), Florida Statutes, interested Proposers who have been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide services for a public entity, may not be awarded a consultant contract and may not transact business with a public entity for services in excess of the threshold amount set forth in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

SCRUTINIZED COMPANY CERTIFICATIONS: By submitting a Letter of Interest, Statement of Qualifications or Bid, the Proposer certifies that: (a) (applicable to all agreements, regardless of value), it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Florida Statutes § 287.135, as amended; and, (b) (applicable to agreements that may be $1,000,000 or more), it is: (i) not on the Scrutinized Companies with

Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Florida Statutes § 287.135; and, (ii) not engaged in business operations in Cuba or Syria, as defined in Florida Statutes § 287.135, as amended.

Authority Contracts require Contractors/Consultants to comply with the requirements of E-Verify. Contractor/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 its Subconsultant/Subcontractor Agreements requiring the Subconsultant/Subcontractor to do the same.

Proposers are notified that if they are selected to perform design or inspection services on an FDOT-funded project, they will be prohibited from performing other services on that project. In accordance with Florida Statutes 337.14(7), the entity performing design and construction engineering and inspection services may not be the same entity.

GREATER ORLANDO AVIATION AUTHORITY

By: M. Carson Good
Aviation Authority Chairman

EXHIBIT C – INVOICES

Invoice Instructions

1. Invoices must be received by the Owner no later than the 25th day of the month in order to be processed for payment prior to the end of the following month. The Consultant shall pay each Sub-consultant or supplier for satisfactory performance of their contracts no later than 30 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 Sub-consultants at the time of billing. All project information must be included on the form including any addendum or amendment numbers if applicable. The Consultant's corresponding project number should also be included. Complete the evaluation of Sub-consultants section with the submission of the Final Invoice. Any

omitted information may cause delays in processing the invoice or return of the invoice to the Consultant for further information and resubmission.

GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport

PROFESSIONAL SERVICES INVOICE

GOAA Project No. and Description: BP-###, Project Name

Date of Base Agreement: _____ Reference Addendum / Amendment Nos.: _____

Reference FAA AIP / FDOT JPA Nos.: _____

To:	**Deborah J. McKeown**		
	Manager of Project Controls	Sequential Statement No.:	###
	Planning, Engineering & Construction	Consultant's Invoice No.:	###
	Greater Orlando Aviation Authority	Consultant's Project No.:	
	5850-B Cargo Road	Period Ending:	31-Jan-08
	Orlando, FL 32827	Date Prepared:	24-Jan-08
From:	**Company Name of Consultant**	**Payable To:**	(Show if Different From Left)
	Address		
	Address		

LS/ NTE	PHASE/COMPONENT	CONTRACT AMOUNT	TOTAL % COMPLETE	TOTAL BILLED TO DATE	PREVIOUSLY BILLED TO DATE	$ AMOUNT BILLED THIS PERIOD	$ BALANCE REMAINING
LS	Professional Service Fees	$ -	#DIV/0!	$ -	$ -	$ -	$ -
NTE	Professional Service Fees	$ -	#DIV/0!	$ -	$ -	$ -	$ -
NTE	Reimbursable Expenses	$ -	#DIV/0!	$ -	$ -	$ -	$ -
	SUBTOTAL	$ -	#DIV/0!	$ -	$ -	$ -	$ -
					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:

Addendum/Amendment Nos.

Project: BP-###, Project Name
Consultant: Company Name of Consultant

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

	Total Labor Hours to Date	Labor Hours Previously Billed	Labor Hours Billed This Period	Hourly Rate	Total Billed to Date	Total Billed This Period
Prime Consultant						
Individual / Position Title No. 1						
Individual / Position Title No. 2						
Individual / Position Title No. 3						
Subtotal Prime Consultant						
Subconsultant No. 1						
Individual / Position Title No. 1						
Individual / Position Title No. 2						
Individual / Position Title No. 3						
Subtotal Subconsultant No. 1						
Subconsultant No. 2						
Individual / Position Title No. 1						
Individual / Position Title No. 2						
Individual / Position Title No. 3						
Subtotal Subconsultant No. 2						
Subconsultant No. 3						
Individual / Position Title No. 1						
Individual / Position Title No. 2						
Individual / Position Title No. 3						
Subtotal Subconsultant No. 3						
TOTAL						

Addendum/Amendment Nos.

CONSULTANT DISBURSEMENTS

Project: BP-###, Project Name
Consultant: Company Name of Consultant

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

FIRM NAME	Amount Paid to Subconsultant per Invoice								TOTAL $ AMOUNT PAID TO DATE	%	Consultant's Evaluation of Subconsultant Performance (REQUIRED ON FINAL INVOICE ONLY) Ratings: Excellent/Good/Average/Fair/Poor
	INV#1	INV#2	INV#3	INV#4	INV#5	INV#6	INV#7	INV#8			
									-	0.0%	
DBE/MWBE/LDB Subconsultant									-	0.0%	
									-	0.0%	
									-	0.0%	
									-	0.0%	
									-	0.0%	
									-	0.0%	
									-	0.0%	
									-	0.0%	
									-	0.0%	
									-	0.0%	
									-	0.0%	
A. TOTAL DBE/MWBE/LDB DISBURSEMENTS PER INVOICE	-	-	-	-	-	-	-	-	-	0.0%	
									-	0.0%	
Other Subconsultants (Non-DBE/MWBE/LDB)									-	0.0%	
									-	0.0%	
									-	0.0%	
									-	0.0%	
									-	0.0%	
									-	0.0%	
									-	0.0%	
									-	0.0%	
									-	0.0%	
									-	0.0%	
									-	0.0%	
									-	0.0%	
									-	0.0%	
B. TOTAL OTHER (NON-DBE/MWBE/LDB) DISBURSEMENTS PER INVOICE	-	-	-	-	-	-	-	-	-	0.0%	
C. TOTAL SELF-PERFORMED BY PRIME CONSULTANT PER INVOICE									-	0.0%	
TOTAL (A + B + C) = TOTAL PAYMENT TO PRIME CONSULTANT PER INVOICE	-	-	-	-	-	-	-	-	-		

DBE/MWBE/LDB Subconsultant Participation	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
NON-DBE/MWBE/LDB Subconsultant Participation	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

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:

Type of Travel	Approval Authority
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 Pier 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 Section5, 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

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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 _____

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:

_____

_____

_____

_____

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.

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 Inside the Aircraft Operations Area:

Type of Policy	Limits
Commercial and Contractual General Liability (per claim): Maximum Deductible or Self-insured Retention:	$5,000,000 $10,000
Automobile Liability: Maximum Deductible or Self-insured Retention:	$5,000,000 $10,000
Workers Compensation and Employers' Liability	Statutory Limit $500,000 each accident $500,000 disease-policy limit $500,000 disease-each employee
Professional Liability and Errors and Omissions (per claim): Maximum Deductible or Self-insured Retention:	$1,000,000 $10,000

Higher deductibles may be allowed, provided the insurer is required to pay claims from first dollar at 100% of value without a requirement that insured party pay its deductible prior to that time.

2.0 Insurance Certificates

The Consultant shall furnish documentation of these insurance limits on a form acceptable to the Owner along with a copy of the additional insured endorsement. Owner's Statement of Agent or Broker, a copy of which is attached to this **Exhibit E**, shall accompany each Certificate of Insurance and all documents shall be forwarded directly to the Owner's Contracts and Grants Manager. Any deductible or self-insurance retention should be indicated on the certificate of insurance.

DYKEEVE-01 PGONZALEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hub International Florida 1560 Orange Avenue Suite 750 Winter Park, FL 32789	PHONE (A/C, No, Ext): (407) 644-8689	FAX (A/C, No): (407) 644-9934
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Dykes Everett & Company, LLC 235 S. Maitland Avenue Suite. 212 Maitland, FL 32751	INSURER A : Hartford Casualty Insurance Company	29424
	INSURER B : Underwriters at Lloyd's London	15792
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			21SBAZJ1856	1/10/2020	1/10/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EPL	$ 5,000
A	AUTOMOBILE LIABILITY			21SBAZJ1856	1/10/2020	1/10/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			21SBAZJ1856	1/10/2020	1/10/2021	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		21WECAD2ZTW	6/2/2020	6/2/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Errors & Omissions			MPL165331120	12/19/2020	12/19/2021		1,000,000

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

CERTIFICATE HOLDER

Greater Orlando Aviation Authority
PO Box 140528
Kansas City, MO 64114

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Insured: Dyke Everett & Company, Inc.

STATEMENT OF AGENT OR BROKER

Your insured is required to provide Evidence of Insurance to the Greater Orlando Aviation Authority (hereafter "Authority"). In order for the Authority to determine if your insured's contractual obligations have been fulfilled, the Authority requires the current ACORD form certificate of insurance AND the completion of this Statement of Agent or Broker.

In order for your insured's Evidence of Insurance to be acceptable to the Authority, you must affirm (check) all items on the following checklist:

X I represent to Authority that I am authorized by each of the insurers to complete this Statement of Agent or Broker.

X A copy of the certificate has been sent to each of the insurers.

X I have verified and confirmed an A.M. Best Rating of A-, VIII or better for each insurer from the A.M. Best's Insurance Report except with respect to the following: _____

X I am aware the Authority requires 30 days notice of ~~any adverse material changes in the coverages or nonrenewal of the policies on this certificate. I have requested an endorsement to such effect~~, An adverse material change includes any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage or any increase in the insurer's self-insured retention.

X I have requested each insurer endorse its policies to state: "The Greater Orlando Aviation Authority, the City of Orlando and their members (including, without limitation, members of the Authority's Board and the City's Council and members of the citizens advisory committees of each), officers, agents and employees, are hereby included as additional insureds as required by the terms of the Contract between the named insured party and the Greater Orlando Aviation Authority." Or alternatively to state ("additional insured status applies when required by contract" or "blanket additional insured applies"). I have requested an endorsement to such effect.

X The coverage provided by the policies shown is primary in respect to any valid and collectible insurance that the Authority may possess.

X None of the policies (except Excess Umbrella or Professional Liability) contains a self-insured retention or deductible provision with respect to third-party coverage. If you cannot affirm this statement, please specify which policy(ies) contain(s) a self-insured retention or deductible and the amount.

Policy #	Coverage	Self-Insured Retention Amount	Deductible Amount

X Each of the insurers will pay third party claims from first dollar at 100% value without a requirement that the insured party pay its deductible prior to such time. If not, please explain: _____

X All of the insurers shown on the Certificate of Insurance are authorized or approved to write the coverages shown in the State of Florida.

X I have completed this Statement and my signature appears on the Certificate of Insurance provided.

Signature: _____ Date: 1/5/21

Printed Name: Robert B. Simms Broker/Agency Name: HUB International

Phone: _____ Fax: _____ E-mail: _____

EXHIBIT F – PERFORMANCE BOND FORM

Bond No.:_____

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS that **Dykes Everett & Company, LLC**, hereinafter called Principal, and _____, a corporation organized under the laws of the State of Florida and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Owner, in the Penal Sum of **Xxxx XXXXXXXXX Dollars ($XXX,XXX.XX)**, for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20_____, entered into a Contract with Owner for _____, in accordance with the Contract Documents which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

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

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

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and

2. Pays Owner all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and

3. Pays Owner all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) that the Owner sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible,

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

In the event that the Principal shall fail to perform any of the terms, covenants or conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including, but not limited to, reasonable attorneys' fees and other legal and court costs) resulting from or in connection with any failure to perform up to the amount of the Penal Sum.

In the event the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Owner harmless from any and all loss, damage, cost and expense, including, but not limited to, reasonable attorneys' fees and other legal and court costs for all trial, appellate and bankruptcy proceedings, resulting directly or indirectly from or in connection with the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Owner or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to the limitations period in accordance with Section 95.11(2)(b), Florida Statutes.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall be increased or the term of this bond extended in accordance with any amendments or other modifications to the Contract entered into by Owner and Principal.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____
Principal (Dykes Everett & Company, LLC)

_____ By:_____
Witness (Signature)

_____ Its:_____
Witness (Title)

(Seal)

_____
Name of Surety

_____ By:_____
Witness (Signature)

_____ Its:_____
Witness (Title)

_____
(Countersignature by
Florida Licensed Agent)

NOTE: If Principal and Surety are corporations, the respective corporate seal should be affixed and attached. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

OATH OF SECRETARY

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance Bond; that _____ who signed said Bond on behalf of the Principal was then _____ of said corporation and was authorized by the corporation to sign the Bond(s) on its behalf; that I know (his, her) signature, and (his, her) signature thereto is genuine, and that said Bonds was/were duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

_____
Secretary

(Corporate Seal)

EXHIBIT F – IRREVOCABLE STAND-BY LETTER OF CREDIT

_____[Date]

IRREVOCABLE LETTER OF CREDIT NO. _____

EXPIRY DATE: _____

AGGREGATE AMOUNT: **$XXX,XXX.XX**

BENEFICIARY: Greater Orlando Aviation Authority
5855 Cargo Road
Orlando, FL 32827-4399

Dear Sir or Madam:

On behalf of Dykes Everett & Company, LLC (the "Company"), we hereby issue this irrevocable stand-by letter of credit in your favor up to the aggregate amount stated above, available by one or more sight drafts drawn by you on us.

Each draft hereunder must state "Drawn on _____ [Bank Name] Irrevocable Letter of Credit No. _____, dated _____," and must be accompanied by a statement in the form attached hereto as Exhibit A (which is incorporated in this letter of credit by this reference). Such statement must be signed by the Chief Executive Officer of the Greater Orlando Aviation Authority (the "Owner"), or designee, and must provide the following:

A. Certification that the Company has failed to faithfully perform one or more of its obligations to the Owner under that certain contract _____ at Orlando International Airport, as such may be amended from time to time, by and between the Company and the Owner (the "Agreement"); and

B. Certification of the amount of damages or expenses which, in his belief or determination, the Owner has suffered or incurred, or is likely to suffer or incur, as a result of such failure by the Company; or

C. Certification (1) that the Company has failed to provide to the Owner an acceptable surety bond or stand-by letter of credit to replace this letter of credit, on or before the date the same was due under the terms of the Agreement in accordance with such terms, and (2) certification of the amount of the required replacement surety bond or letter of credit.

Irrevocable Stand-by Letter of Credit
Page 2

Additionally, each draft drawn hereunder shall be paid from the funds of _____ [Bank Name]. If a drawing is made by you hereunder at or prior to 11:00 a.m., local time, on a business day, payment shall be made to you or to your designee of the amount specified at our branch where such drawing is made, in immediately available funds, not later than 3:00 p.m., such local time, on the same business day or such later time and business day as you may specify. If a drawing is made by you after 11:00 a.m., such local time, on a business day, payment shall be made to you or to your designee of the amount specified, in immediately available funds, not later than 3:00 p.m., such local time, on the next business day thereafter, or such later time and business day as you may specify.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Rev.), International Chamber of Commerce Publication No. 600, except that, notwithstanding the provisions of Article 36 thereof to the contrary, if this letter of credit would have otherwise expired by its terms during a period when our business has been interrupted by Acts of God or other causes beyond our control, our obligations hereunder shall continue for thirty (30) days following the date of our resumption of normal business operations.

We hereby engage with you that all drafts drawn hereunder in compliance with the terms of this credit will be duly honored upon presentation to us as provided herein.

_____[Bank Name]

By:_____

ATTACHMENT A to LOC

GREATER ORLANDO AVIATION AUTHORITY
STATEMENT FORM

To: _____[Bank Name]

Date: _____

Re: Dykes Everett & Company, LLC

Irrevocable Letter of Credit Number:_____

The undersigned, who is the Chief Executive Officer of the Greater Orlando Aviation Authority (the "Owner"), or the duly authorized designee of same, hereby certifies to _____ [Bank Name] that [A, and either B or C are required]:

A. Dykes Everett & Company, LLC (the "Company") has failed to faithfully perform one or more of its obligations to the Owner under that certain contract _____ at Orlando International Airport, by and between the Company and the Owner (the "Agreement").

B. In the belief or determination of the undersigned, the amount of damages or expenses which the Owner has suffered or incurred or is likely to suffer or incur, as a result of such failure by the Company totals $_____; or

C. The Company has failed to provide the Owner with an acceptable replacement surety bond or stand-by letter of credit on or before the date the same was due under the terms of the Agreement in accordance with such terms, and that the amount of the required replacement bond or letter of credit is $_____.

Dated this _____ day of _____, 20____.

GREATER ORLANDO AVIATION AUTHORITY

By:_____

Title:_____