

**ADDENDUM NO. 5
TO THE AGREEMENT DATED JANUARY 15, 2019
BETWEEN THE GREATER ORLANDO AVIATION AUTHORITY
AND MLM-MARTIN ARCHITECTS, INC.**

Project: Professional Architectural Design Services for W-472 Hyatt Fire System Strobe Evaluation, Orlando International Airport

THIS ADDENDUM is effective this 7th day of September, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** ("Authority"), and **MLM-MARTIN ARCHITECTS, INC.** ("Consultant").

WITNESSETH:

WHEREAS, by Agreement dated January 15, 2019, Authority and Consultant entered into an agreement for Consultant to provide continuing architectural consulting services; and

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

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

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

1. Consultant shall perform additional services in accordance with the terms of the Agreement and the attached Exhibit "A." Consultant shall be paid for such additional services according to the payment terms set forth in the Agreement.
2. Consultant shall be compensated for such additional services in the **NOT TO EXCEED amount of TWENTY-EIGHT THOUSAND FOUR HUNDRED FORTY AND NO/100 DOLLARS (\$28,440.00)**, broken down as follows:

Professional Fees:	NTE:	\$28,440.00
Professional Fees:	LS:	\$0.00
Reimbursable Expenses:	NTE:	<u>\$0.00</u>
Total:		\$28,440.00

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

AND

-
- B. (applicable to agreements that may be \$1,000,000 or more) - Consultant hereby certifies that it is: (1) not on the Scrutinized Companies with Activities in Sudan List or the

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Florida Statutes § 287.135; and (2) not engaged in business operations in Cuba or Syria, as defined in Florida Statutes § 287.135, as amended.

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

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

5. Except as expressly modified in this Addendum, the Agreement dated January 15, 2019 and all prior addenda will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Addendum this day of Sep 18, 2023 _____.

GREATER ORLANDO AVIATION AUTHORITY

By:


boxSIGN 4WB8Q9ZJ-4YW7VL5P

Max Marble
Sr. Vice President, Capital Programs
Construction Committee Chair

Approved as to Form and Legality
(for the benefit of GOAA only)
this day of Sep 14, 2023


By: boxSIGN 1JBRUK51-4YW7VL5P

**NELSON MULLINS BROAD AND
CASSEL, Legal Counsel**
Greater Orlando Aviation Authority

MLM-MARTIN ARCHITECTS, INC.

By:


boxSIGN 4WB8Q9ZJ-4YW7VL5P

Signature (Duly Authorized Rep.)

Miguel Antonio Martin

Printed Name

Vice President - COO

Title



Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida, 32827-4392
(407) 825-2001

Memorandum

To: Members of the Construction Committee

From: Eric Filbert, Manager, Life Safety Systems
(Prepared by Alex Sorondo)

Date: September 5, 2023

Re: Request for Approval of an Addendum to the Continuing Architectural Consulting Services with MLM-Martin Architects, Inc. for Professional Architectural Design Services for W-00472 Hyatt Fire System Strobe Evaluation, Orlando International Airport

Consultant's proposal, dated August 7, 2023, is to provide code consulting/fire protection design services for the deficiencies identified in a previous assessment of the fire alarm system at the Hyatt Hotel at the Orlando International Airport.

If approved, these services would be effective the date of Construction Finance Oversight Committee Approval.

This continuing consultant was selected for this task based on (☒ all that apply):

☒ Experience ☒ Available Personnel ☒ Current Workload
☐ Expertise ☒ Equitable Distribution ☐ Other: _____

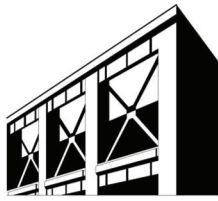
The MWBE/LDB participation has been reviewed by the Office of Small Business Development. Their findings and recommendation are attached.

Funding is from Hyatt Funding GL #500202. Funding source verified by Melvin Martinez of Construction Finance on 08 / 30 / 23 as correct and available.

SUBJECT TO CFOC

It is respectfully requested that the Construction Committee approve an Addendum to the Continuing Architectural Consulting Services with MLM-Martin Architects, Inc. for the services contained herein and the amount as shown below:

Not to Exceed Fees	\$28,440.00
Lump Sum Fees	\$0.00
Not to Exceed Expenses	\$0.00
TOTAL	\$28,440.00
AAC – Compliance Review Date	<i>SJ</i> 08/25/23
AAC – Funding Eligibility Review Date	08/25/23



MLM-MARTIN
ARCHITECTS, INC.

additional services proposal

Project:	W-00472 Hyatt Hotel- Front of House FA Strobe Upgrades		
Date:	8/7/2023	File:	18669-3-100-70-001
Client:	Greater Orlando Aviation Authority	Contact:	Alex Sorondo, PE, MBA
Project Address:	One Jeff Fuqua Blvd, Orlando, FL 32827	Mailing Address:	One Jeff Fuqua Blvd, Orlando, FL 32827
Phone:	407- 825-3142	Fax:	
Email:	alejandro.sorondo@goaa.org		
Project Size:	X	Est. Budget:	TBD
Services Provided		Fee	
Project Oversight	MLM-Martin Architects, Inc. will review owner provided background documents, provide sub-consultants with workable files for their proposed deliverables, provide general Oversight for the project and provide Quality Control on the Deliverables.	Sub Total:	
		\$4,264.00	
Subconsultant	Jensen Hughes, Inc. will provide executed design and permit documents on basis of evaluation report as issued June 9, 2023. See additional Scope as Defined on EXHIBIT B.	Sub Total:	
		\$24,176.00	
Reimbursable	NTE at cost reimbursable	\$0.00	
	Total Proposed NOT TO EXCEED Fees	\$28,440.00	

1.1 Summary of Scope:

See the attached Scope Documentation Provided by Subconsultant for general basis of this proposal. MLM-Martin Architects, Inc. will provide the client with General Project Oversight and Quality Control for Report/Deliverables provided by Subconsultant. Signed and Sealed permit documents will be provided.

Bid, Construction Administration or Construction Phase Services are Excluded from this agreement.

1.2 The Owner's Budget for the Project:

No Budget was shared at the time of proposal.

1.3 The Owner's Schedule for the Project:

No Schedule was shared at the time of proposal.

2.1 Design Phase Services:

The Consultant shall advance the findings of Report (6/9/23) and compile documents:

Page 1 of 3

668 North Orlando Avenue, Suite 107, Maitland, FL 32751

Phone 407 897 6764, Fax 407 894 1338,

MAMartin@mlm-martin.com www.mlm-martin.com License No. AA C002208

1. Specifications of assumed building systems and finishes;
2. Lifesafety plan with code analysis identifying occupancy; and
3. Plans, Sections, Elevations as required for the work.

2.2 Permit Documents:

Documents will be prepared with digital signature and seal for record; (PERMIT FEES ARE EXCLUDED).

3.1 Consultant's Additional Services

The Consultant may provide Additional Services after execution of this proposal without invalidating the proposal. Except for services required due to the fault of the Consultant, any Additional Services provided in accordance with this Section shall entitle the Consultant to compensation and an appropriate adjustment in the Consultant's schedule.

Upon recognizing the need to perform Additional Services, the Consultant shall notify the Client with reasonable promptness and explain the facts and circumstances giving rise to the need. The Consultant shall not proceed to provide Additional Services until the Consultant receives the Client's written authorization.

Additional Services may be necessitated by circumstances such as:

1. a change in the Initial Information;
2. changes in previous instructions or approvals given by the Client; or
3. a material change in the Project including size, quality, complexity, or the Client's schedule or budget.

Services are based upon pre-approved allowance budget as indicated above. The Consultant shall keep record of hours expended during services provided. In the event the Consultant reaches or exceeds 80% of the budgeted value of this proposal; the Consultant shall provide written notice along with projected date of exhaustion of resources. At that point to ensure proper attention and care can be provided to the project the Consultant and Client shall agree on course of action including but not limited to additional service agreements.

4.1 Client's Responsibilities:

Unless specifically described in Articles 2 or 3, the services in this Article shall be provided by the Client or the Client's other consultants.

The Client shall provide the Consultant data and information necessary to complete the Services, such as budget, schedule, base building design and specifications, environmental criteria, and other design criteria imposed by owner and or base building design team.

The Client shall identify a representative authorized to act on the Client's behalf to participate in the information gathering process, to facilitate the review process, and to provide, in a timely manner, decisions made by the Owner.

The Client shall provide access to the property, buildings, and personnel including base building design team as necessary for the Consultant to complete the Codes and Standards Review Services.

5.1 Compensation:

Not To Exceed Amount. This proposal has a not to exceed amount of twenty-eight thousand four hundred forty dollars [\$28,440.00], and in no event shall the Consultant be entitled to recover more than the NTE Amount unless the Client has authorized the Consultant to exceed the NTE Amount in advance through a duly agreed upon Additional Services Agreement. Professional Service Invoices will be issued on a time expended basis:

Design / Permit Documents:	\$28,440.00
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Rates: of roles assigned to the Project:

Per EXHIBIT A, table C-9

Reimbursable Expenses were NOT itemized for this proposal:

6.1 Disclaimer of Work by Others:

The Consultant is not responsible for the projects Construction Managers or General Contractors Coordination of the project, and means, methods techniques, sequences and procedures. The Consultant is not in charge or control of the Construction. The Consultant is not responsible for site or project safety programs or procedures. The above are the sole responsibility and under direct control of the Construction Manager or General Contractor in the execution of the work/project. The Consultant is not responsible for the Construction Manager or Contractor's Schedules or failure to carry out the work. The Consultant does not have control over or charge of acts or omissions of the Construction Manager, Contractor, subcontractors, agents or employees or any other person performing portion of the work.

6.2 Delivery:

Delivery of Project Documents BY MLM-Martin Architects, Inc. shall be in digital via ftp or similar system.

6.3 Specific Exclusions:

1. Civil Engineering.
2. Structural Engineering.
3. Mechanical, Electrical, Plumbing, Fire Suppression Sprinklers and Associated Engineering Design, **Review of existing systems by Jensen Hughes.**
4. Soil Testing of existing site.
5. Permit Fees, Permit Deposits, PERMIT REVIEW FEES, impact fees, and the like. – the Consultant shall inquire with permitting authorities for schedule of fees to be included with program to assist in Client's Budget.
6. Site surveys.
7. Itemized Cost Estimating & Construction Scheduling Services.
8. Demolition testing or assessment.
9. Asbestos, lead, and or other hazardous materials assessment.
10. LifeCycle Cost Assessment and/or analysis.
11. LEED Certification or other Sustainable Certification Effort/Reporting. This can be provided as additional Service.
12. Print or Currier Services.

6.4 Miscellaneous Provisions:

This Proposal represents the entire and integrated agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Proposal may be amended only by written instrument signed by both the Client and Consultant.

The invalidity of any provision of the Proposal shall not invalidate the Proposal or its remaining provisions. If it is determined that any provision of the Proposal violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Proposal shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Proposal.

6.5 Claims and Disputes

Any claims and or disputes arising from this scope shall follow the terms as stipulated in the master agreement between the Authority and MLM-Martin Architects, Inc.

This Proposal is entered into as Agreement and duly authorized as of the 7th Day of August, 2023

Sincerely,

Signature:



Consultant: Miguel A. Martín, RA, AIA, NCARB

Principal Project Manager, Vice President, COO

MLM-Martin Architects, Inc.

Signature:

Owner: (Printed)

Title: _____

Company: _____

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-1
SUMMARY OF TOTAL CONTRACT VALUE

Phase of Project:	Preliminary Design	Design Documents	Development (60%)	Const. Docs. (95%)	Bidding & Award	SUBTOTAL	Const. Admin.	Record Documents	TOTAL CONTRACT
1.0 Lump Sum Fee:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.0 Not to Exceed Reimbursable Fee:	\$0.00	\$28,440.00	\$0.00	\$0.00	\$0.00	\$28,440.00	\$0.00	\$0.00	\$28,440.00
3.0 Not to Exceed Reimbursable Expenses:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.0 TOTAL CONTRACT VALUE:	\$0	\$28,440	\$0	\$0	\$0	\$28,440	\$0	\$0	\$28,440.00
	0%	100%	0%	0%	0%		0%	0%	

Total Lump Sum Labor Hours:	0	0	0	0	0	0	0	0	0
Total Not to Exceed Reimbursable Labor Hours:	0	134	0	0	0	134	0	0	134
TOTAL LABOR HOURS:	0	134	0	0	0	134	0	0	134
Average Hourly Rate:	\$0	\$212	\$0	\$0	\$0	\$212	\$0	\$0	\$212

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-4
SUMMARY OF NOT TO EXCEED REIMBURSABLE FEES AND EXPENSES

Phase of Project:	Preliminary Design		Design Documents		Development (60%)		Const. Docs. (95%)		Bidding & Award		Const. Admin.		Record Documents		TOTAL		
	labor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	labor hours	Cost	Avg. Rate
MLM-Martin Architects, Inc.																	
Not to Exceed Reimbursable Fee	0	\$0.00	38	\$4,264.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	38	\$4,264.00	0
Not to Exceed Reimbursable Expenses		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Sub-Total Consultant	0	\$0.00	38	\$4,264.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	38	\$4,264.00	0
Jensen Hughes, Inc.																	
Not to Exceed Reimbursable Fee		\$0.00	96	\$24,176.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	96	\$24,176.00	0
Not to Exceed Reimbursable Expenses		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Sub-Total Subconsultant No. 1	0	\$0.00	96	\$24,176.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	96	\$24,176.00	0
Total Not to Exceed Fee		\$0.00		\$28,440.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$28,440.00	
Total Not to Exceed Expenses		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Total Not to Exceed Amount:	0	\$0.00	134	\$28,440.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	134	\$28,440.00	0

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-5
BREAKDOWN OF NOT TO EXCEED REIMBURSABLE FEES

Position:	Vice President/Principal		Project Architect		Architctural Designer		Clerical I		TOTAL		
Rate (\$/Hour):	\$170.00		\$116.00		\$87.00		\$60.00		labor hours	Cost	Avg. Hourly Rate
	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost			
Design Documents											
Prepare Preliminary Drawings	0	\$0.00	2	\$232.00	12	\$1,044.00	0	\$0.00	14	\$1,276.00	\$91
Prepare Preliminary Specifications	0	\$0.00	4	\$464.00	0	\$0.00	0	\$0.00	4	\$464.00	\$116
Update/Reconcile Opinion of Probable Const. Cost	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0
Attend Design Review Meeting(s)	2	\$340.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$340.00	\$170
Other Activities (List)	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0
Project Oversight	4	\$680.00	2	\$232.00	0	\$0.00	0	\$0.00	6	\$912.00	\$152
Quality Control	4	\$680.00	2	\$232.00	0	\$0.00	6	\$360.00	12	\$1,272.00	\$106
	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0
Sub-Total Design Documents	10	\$1,700.00	10	\$1,160.00	12	\$1,044.00	6	\$360.00	38	\$4,264.00	\$112
TOTAL NOT TO EXCEED FEE:	10	\$1,700.00	10	\$1,160.00	12	\$1,044.00	6	\$360.00	38	\$4,264.00	\$112
									38	\$4,264.00	

NOTES:

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-5
BREAKDOWN OF NOT TO EXCEED REIMBURSABLE FEES

Position:	Principal Engineer		Senior Fire Protection Engineer		Sr. Fire Protection Consultant		TOTAL		
Rate (\$/Hour):	\$380.00		\$240.00		\$206.00		labor hours	Cost	Avg. Hourly Rate
	labor hours	Cost	labor hours	Cost	labor hours	Cost			
Design Documents									
Perform site visits	0	\$0.00	8	\$1,920.00	0	\$0.00	8	\$1,920.00	\$240
Prepare Design Documents	8	\$3,040.00	60	\$14,400.00	16	\$3,296.00	84	\$20,736.00	\$247
Attend one meeting	4	\$1,520.00	0	\$0.00	0	\$0.00	4	\$1,520.00	\$380
	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0
	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0
	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0
	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0
	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0
Sub-Total Design Documents	12	\$4,560.00	68	\$16,320.00	16	\$3,296.00	96	\$24,176.00	\$252
TOTAL NOT TO EXCEED FEE:	12	\$4,560.00	68	\$16,320.00	16	\$3,296.00	96	\$24,176.00	\$252
							96	\$24,176.00	

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-9
SUMMARY OF CONTRACT HOURLY RATES

All amounts invoiced by the Consultant as Reimbursable Fees shall be calculated on the basis of the actual number of hours of services rendered under this Agreement by each of the positions defined and by the new positions as identified below, multiplied by the corresponding Contract Hourly Rate, up to the Not to Exceed limit defined by the Agreement. Include information on positions held by both the design consultant and each subconsultant.

FIRM	POSITION	CONTRACT HOURLY RATE
MLM-Martin Architects, Inc.	Principal/President	\$182.00
	Vice President/Principal	\$170.00
	Project Manager	\$157.00
	Project Architect	\$116.00
	Construction Administrator	\$114.00
	CADD II	\$78.00
	Architctural Designer	\$87.00
	Revit Operator II	\$86.00
	Clerical I	\$60.00
FIRM	POSITION	CONTRACT HOURLY RATE
Jensen Hughes, Inc.	Principal Engineer	\$380.00
Rates approved as of 7/12/2023	Senior Fire Protection Engineer	\$240.00
	Sr. Fire Protection Consultant	\$206.00
	Staff Consultant	\$146.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00



August 2, 2023

Mr. Miguel Antonio Martín, RA, AIA
Vice President – Chief Operations Officer
Principal
MLM-Martin Architects, Inc.
668 N. Orlando Ave. Suite 107
Maitland, FL 32751

RE: Hyatt Hotel- Fire Alarm Strobe Upgrade- Front of house

Dear Miguel;

Jensen Hughes, Inc. (Jensen Hughes) ("Consultant") has prepared this proposal to provide code consulting/fire protection services for the above referenced project.

The design work is limited to the deficiencies identified in the assessment report dated June 9, 2023 prepared by JH and is related to the upgrade the visible notification coverage in accordance with 2016 NFPA 72 as currently adopted in the state of Florida.

Scope of Services

Jensen Hughes proposes to provide the following scope of services;

1. Conduct site visits to determine as installed FA equipment (remote and sub-panels) locations in Back of House Areas. One site survey is budgeted.
2. Jensen Hughes will provide fire alarm design documents to serve as the basis for the installing fire alarm contractor to produce shop drawings. One submittal is budgeted.
3. The fire alarm documents will provide layout for new notification appliances in Front of House areas of the Hyatt Regency Airport at the Orlando International Airport. Front of house areas include areas such as lobbies, dining areas, ballrooms, meeting rooms and public corridors. Fire alarm notification layout shall be based upon the criteria established in 2016 NFPA 72 as adopted by the Florida Fire Prevention Code, 7th Edition (2017).

725 Primera Boulevard, Suite 215
Lake Mary, FL 32746 USA
O: +1 407-647-3737

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EXHIBIT B

4. Provide signed and sealed drawings.

Additional Services

Any other work requested by Client outside of the Services specified above shall be considered an “Additional Service” and will be conducted on a mutually-agreed-upon basis. When such work is requested, Jensen Hughes will submit an estimate of the cost to the Client for approval prior to commencing work.

Additional work may include, but is not limited to:

1. Alternate means and methods or equivalencies requests
2. Attending additional meetings or site visits.
3. Design of fire sprinkler systems.
4. Additional site survey and submittals.
5. Back of house areas not included.
6. Bid or Construction phase services
7. Preparation of life safety drawings.
8. ADA consulting

All services not specifically described in the Proposal are excluded from Consultant's Scope of Services.

Client Responsibilities

This proposal is based upon the Client performing the following activities:

1. Existing architectural backgrounds will be provided by the Owner. Jensen Hughes is not responsible for verifying accuracy of the backgrounds to be utilized.
2. Coordinate meetings with the design team and the Code Officials, if any.

Professional Fees

The Scope of Services specified will be provided for a Not to Exceed (NTE) fee in accordance with the attached Table (Exhibit A). Monthly invoices will be submitted based upon percent complete and are due upon receipt. JENSEN HUGHES invoices are due upon receipt.

Payments

- + Invoices will be submitted on a monthly basis using Jensen Hughes' standard invoice format. For Firm Fixed Price engagements, invoices will be submitted based on a percent of completion or fixed amount by task. For Time and Materials engagements, invoices will be submitted based on hours expended and agreed upon bill rates plus any expenses. Any deviation from the Jensen Hughes standard invoice format and submission process (including the use of customized billing formats and client portals for invoice submission) will result in a service fee of 1.5% over and above the agreed-upon fee.

EXHIBIT B

- + Payment is due 30 days after receipt by the client or as agreed to per the Master Services Agreement (MSA). For any invoices remaining unpaid after the agreed upon due date, Jensen Hughes reserves the right to pursue all available remedies, including, without limitation, charging a service fee of 1.5% per month, suspension of services, court costs, collection costs, reasonable attorneys' fees, expert fees, and all other costs allowed by law, which may be incurred by the Consultant in pursuit of unpaid invoices.

Terms + Conditions

If any terms set out in this Proposal conflict with the terms set out in Exhibit A, Standard Terms + Conditions, the order of precedence shall be as follows:

1. Terms as per the Proposal
1. Exhibit A, Standard Terms + Conditions

Refer to Exhibit A (attached) for full Standard Terms + Conditions.

Miscellaneous

This proposal is valid for ninety (90) days. All information contained in this proposal is considered proprietary and should not be shared without receiving written permission from Jensen Hughes. Authorization to proceed with the Services by Client shall constitute Client's acceptance to the Terms and Conditions attached hereto.

If you have any questions, please contact me at 407-399-5786 or hbahadori@jensenhughes.com.

Sincerely,

Jensen Hughes



Hamid R. Bahadori, PE

Attachments: Billing Contact Information, Exhibit A

EXHIBIT B

Acceptance

Jensen Hughes, Inc.:

Client:



SIGNATURE

Hamid R. Bahadori, PE

PRINTED NAME, CREDENTIALS

TITLE

August 2, 2023

DATE

SIGNATURE

PRINTED NAME, CREDENTIALS

TITLE

DATE

Privacy Statement

Jensen Hughes respects the privacy of its clients and their employees and does not sell, rent or loan any personal data collected. Additional information on how Jensen Hughes handles personal data may be found on our website at <https://www.jensenhughes.com/privacy>. If you have any questions concerning the Jensen Hughes privacy program, please contact our Privacy Team at privacy@jensenhughes.com.

Billing Contact Information

Please provide the following information regarding project billing with your signed proposal.

Primary Billing Contact (Accounts Payable)

Name:

Email:

Phone:

☐ Email Address(es)

Invoice Delivery Method +
Destination

☐ Mailing Address:

☐ Other (web portal or other special instruction):

Statement Destination:

☐ Same as Invoice Destination

☐ Primary Billing Contact

☐ Primary Technical Contact

☐ Other

Client or Project Special
Billing Instructions

☐ Yes (provide if necessary) ☐ No

Client/Project or reference
number to be included on
invoices:

☐ Yes (provide if necessary) ☐ No

Client Project P.O. or Reference Number:

*Exhibit A**Terms + Conditions***JENSEN HUGHES STANDARD TERMS + CONDITIONS FOR GENERAL CONSULTING SERVICES – FLORIDA, US**

1. AGREEMENT – Jensen Hughes, Inc. (hereinafter "Consultant") shall provide the scope of services (the "Services") described in Consultant's Proposal attached hereto (the "Proposal") for and on behalf of the Client in connection with the project as defined therein (the "Project"). These Standard Terms and Conditions are incorporated into the Proposal, and the Proposal and these Standard Terms and Conditions together shall be referred to as the "Agreement." Authorization to proceed with the Services by Client shall constitute Client's acceptance to the terms of the Agreement.

2. PERFORMANCE - Consultant shall perform its Services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in the same locality under similar conditions and with reasonable diligence and expediency consistent with sound professional practices ("Standard of Care"). No other warranty, representation or covenant, either express or implied, is intended to be made with respect to the Services and the same are specifically disclaimed. Consultant shall endeavor to meet all reasonably imposed deadlines for performance of the Services. Client shall inform Consultant of all pertinent deadlines and dates in order to allow Consultant to effectively and efficiently perform the Services and shall provide Consultant with reasonable notice and time to complete any "Deliverables", as defined in Section 18 below. Any Deliverables requested of the Consultant by Client on an expedited time schedule may be subject to increased fees as determined by Consultant. Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the Services.

3. FORCE MAJEURE - Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays or other causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to: strikes or other labor disputes; unusual delay in deliveries; unavoidable casualties; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; pandemics or epidemics, including, but not limited to, related costs and delays and impacts; failure of any government agency to act in a timely manner; delay or other failures of performance by Client or Client's contractors or consultants; discovery of any hazardous substances or differing site conditions; or any causes referenced in Section 5 below. The time schedule and Consultant's compensation shall be equitably adjusted to compensate for any of these causes.

4. INDEPENDENT CONTRACTOR - Client is engaging Consultant as an independent contractor, and not as an agent,

employee, director or partner of Client. The parties agree that this Agreement does not establish a joint venture, employment or agency relationship. Nothing contained in this Agreement or any action by Consultant shall be construed to impose a fiduciary duty on Consultant or create a fiduciary relationship between Consultant and Client or between Consultant and any third party.

5. LIMITATIONS ON RESPONSIBILITY - Consultant shall not be responsible for the acts or omissions of Client, Client's other consultants, contractors, subcontractors, their agents or employees, or other persons performing work or services on the Project. Consultant shall neither have control over nor be in charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work by any other person on any Project site. Consultant shall not be responsible for Client's or other employers' implementation of or compliance with its, their or others' safety programs, or for initiating, maintaining, monitoring or supervising the implementation of such programs or the procedures and precautions associated therewith, or for the coordination of any of the above, nor shall Consultant be responsible for the adequacy or completeness of any of the above safety programs, procedures or precautions.

6. APPLICABLE LAWS - Consistent with Consultant's Standard of Care, Consultant's Services shall endeavor to comply with all applicable laws, rules, codes, regulations and orders of applicable governmental or public authority having jurisdiction over the Project in force at the time of Consultant's performance of the Services.

7. TERMINATION/SUSPENSION OF SERVICES

a. For Convenience. This Agreement may be terminated by either party upon not less than fourteen (14) days' written notice for such party's convenience and without cause. In the event that Client requests termination of the Services prior to completion of the Services, such notice shall state the reason(s) for termination. Consultant reserves the right to complete such records as are necessary to place its files in order and, where considered necessary by Consultant to protect its professional reputation, to complete a report on the Services performed to the date of termination. If the Project is cancelled prior to completion or suspended by Client for more than sixty (60) days, Client shall pay and reimburse Consultant for services rendered and costs incurred up to and including the date of termination. If the payment terms are based upon a fixed fee price, then Consultant shall be paid on a pro rata basis in proportion to the contract price based on

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EXHIBIT B

the level of effort expended up to and including the date of termination, as invoiced by Consultant.

b. For Cause. This Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. In addition, if Client fails to make payments when due or otherwise is in breach of this Agreement, Consultant may, at its option, suspend performance of Services upon five (5) calendar days' notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. Upon payment in full by Client after a suspension, Consultant shall resume Services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension. If Client still fails to make payment or otherwise cure the breach following a suspension of Services, Consultant may terminate this Agreement upon an additional seven (7) days' notice.

8. PAYMENT

a. No deductions shall be made from Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the work other than those for which Consultant has been adjudged to be liable. If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within fifteen (15) calendar days of receipt of the invoice. Failure to notify Consultant within the specified period will constitute a waiver of any claim with respect to the content or accuracy of the invoice, as well as constitute acceptance of the Services provided. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute with supporting documentation and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due that is not resolved within twenty-five (25) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved thereafter in accordance with the Dispute Resolution provision of this Agreement.

b. Reimbursable Expenses include the actual expenses incurred directly or indirectly in connection with the Services, such as those for: travel, including transportation and associated expenses; printing and reproduction of Project related documents including reports, specifications, drawings, Project administration documents and correspondence; filing and permit fees; renderings, models, and mock-ups required for the Services; all state and local taxes (except U.S., state, local income taxes or payroll taxes); delivery and courier services; and Project materials including photographic film and processing. Except as otherwise specified, reimbursable expenses will be billed at cost plus 15%. If requested as part of the billing information, detail of charges showing the date, amount and type of each charge will be included as a part of the invoice. Copies of time sheets and expense reports will not be provided since they may also contain confidential information related to other clients.

9. **ADDITIONAL SERVICES** - Additional Services of Consultant, not specifically included as part of the Scope of

Services defined in the attached Proposal shall be mutually agreed upon in writing by Client and Consultant prior to commencement of such Additional Services. The Consultant shall be entitled to an increase in compensation or time or both for performance of the Services where any changes are required or made to the scope of the Services to the extent that such changes do not arise from the negligence of the Consultant. The Consultant shall not be required to perform any Services related to a change unless the parties have agreed on the amount of or the basis for calculating the time and compensation associated with such change.

10. **INFORMATION PROVIDED BY CLIENT** - On Consultant's request, Client shall furnish services of other consultants, information, and reports as reasonably necessary for the performance of Consultant's Services. The services, information, and reports requested shall be furnished at no expense to Consultant. Consultant shall be entitled to rely upon, but shall not be responsible for, the accuracy, completeness, and timeliness of services, information, and reports furnished by Client and Client's consultants.

11. INDEMNIFICATION

a. Consultant agrees to indemnify and hold Client harmless from and against all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees and costs of defense) ("Claims"), to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligent acts, errors or omissions or willful misconduct of Consultant. This obligation shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's other agents, other servants, or other independent contractors, including the contractor, subcontractors of contractor or other consultants, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons.

b. Client agrees to indemnify and hold Consultant harmless from and against all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees and costs of defense), to the extent they are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligent acts, errors or omissions or willful misconduct of Client.

c. Neither party shall have an upfront duty to defend the other in connection with the indemnification obligations above.

12. INSURANCE

a. Consultant shall provide Certificates of Insurance and maintain, for the duration of this Agreement, the following insurance coverage:

Workers' Compensation	Statutory Amount
General Liability	\$1,000,000 per occurrence
Employer's Liability	\$1,000,000 per occurrence
Professional Liability (E&O)	\$1,000,000 per claim / aggregate

b. Client shall be responsible for purchasing and maintaining its own liability and property insurance.

c. Client and Consultant waive all rights against each other for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained hereunder.

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13. SOLE REMEDY - It is intended and agreed by the parties to this Agreement that Client's obligations and Consultant's Services in connection with the Project shall not subject Client's or Consultant's individual shareholders, employees, officers or directors to any personal legal exposure for the risks associated with this Project; and therefore any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this Agreement, which shall be the sole remedy for any dispute hereunder.

14. LIMITATION OF LIABILITY

a. THE CLIENT AND CONSULTANT HAVE DISCUSSED THE RISKS AND BENEFITS OF THE PROJECT AND THE COMPENSATION TO BE PAID TO CONSULTANT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT EXPRESSLY AGREES, FOR ITSELF AND ANYONE CLAIMING BY, THROUGH OR UNDER IT, THAT THE LIABILITY OF CONSULTANT, ITS SUBSIDIARIES, AFFILIATES AND SUBCONTRACTORS, INCLUDING THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS FOR ANY AND ALL CAUSES OF ACTION WHATSOEVER, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, INDEMNITY OR OTHERWISE, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR CONSULTANT'S PROFESSIONAL SERVICES, SHALL NOT EXCEED THE FEE PAID TO CONSULTANT. NEITHER CONSULTANT NOR THE CLIENT WILL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE, LOSS OF USE OR OTHER OPPORTUNITY, LOSS OF GOODWILL OR OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES. Client acknowledges that (i) without the inclusion of this limitation of liability provision, Consultant would not have performed the Services; (ii) it has had the opportunity to negotiate the terms of this limitation of liability as part of an "arm's-length transaction"; (iii) the limitation amount may differ from the amount of professional liability insurance required of Consultant under this Agreement; and (iv) the limitation of liability provision is merely a limitation, and not an exculpation, of Consultant's liability.

b. PURSUANT TO FLORIDA STATUTE § 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS AGREEMENT.

15. NO THIRD-PARTY BENEFICIARIES - Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant.

16. ASSIGNMENT - This Agreement shall be binding upon Client and Consultant and their respective successors, assigns, and legal representatives. Neither party shall transfer or assign any rights or obligations under or interest in this Agreement without the prior written consent of the other party; provided, however, that Consultant may assign its rights and obligations under this Agreement without the consent of Client if such assignment is to a subsidiary, affiliate or successor in connection with a "Change of Control" and provided that such assignee shall expressly assume the obligations under this Agreement. As used in this section, a "Change of Control" shall mean (i) a merger, consolidation or similar transaction providing for the acquisition of the direct or indirect ownership of more than fifty percent (50%) of a party's interests in the company, or (ii) the sale of all or substantially all of a party's assets.

17. CONFIDENTIALITY - In the event Consultant or Client receives Confidential Information (as defined below) from the other party, whether disclosed in writing or verbally, the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services solely and exclusively for the Project, or (3) its consultants whose contracts include similar restrictions on the use of confidential information. As used herein, "Confidential Information" shall mean information relating to the other party or its business and which is specifically designated by the disclosing party as "confidential". These provisions shall not apply to information in whatever form that is in the public domain, was previously known to and/or generated by Consultant, nor shall it restrict Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for Consultant to defend itself from any legal action or claim.

18. OWNERSHIP OF INTELLECTUAL PROPERTY AND DELIVERABLES

a. All rights to patents, trademarks, copyrights, and trade secrets (hereafter, "**Intellectual Property**") owned by Consultant, as well as any modifications, updates or enhancements made to such Intellectual Property during the performance of the Services, shall remain the exclusive property of Consultant throughout the world in perpetuity, and except as necessary for the license to use and reproduce the Deliverables set forth in 18.c. below, Consultant does not grant Client any right or license to such Intellectual Property.

b. All concepts, drawings, plans, designs, reports, field data, field notes, calculations, processes, graphic representations, electronic media, estimates, records, memoranda and all other documents, information, products and works prepared by or on behalf of Consultant, its employees, sub-consultants or sub-contractors for or related to the Services, (collectively, "**Deliverables**"), including all Intellectual Property therein and thereto, shall remain the property of Consultant. Consultant shall be deemed the sole and exclusive author and owner of the Deliverables and shall retain all common law, statutory and other reserved rights, including copyrights, throughout the world in perpetuity.

c. Upon execution of this Agreement, Consultant grants to Client a nonexclusive, limited and revocable license

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to use and reproduce the Deliverables solely for purposes of designing, administering, using and maintaining the Project, provided Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Client agrees that all Deliverables furnished to the Client or its agents, which are not paid for in a timely manner, will be returned upon demand and will not be used by Client for any purpose whatsoever.

d. Except for the license granted above, no other license or right shall be deemed granted or implied. Client shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of Consultant.

e. Client shall not use, reuse or adapt the Deliverables in connection with extensions of the Project or for any other project, unless Client obtains the prior written agreement of Consultant. Any unauthorized use, reuse or modifications of the Deliverables shall be at Client's sole risk and without liability to Consultant, and Client agrees to defend, indemnify and hold harmless Consultant from all claims and damages arising out of or purported to arise out of the unauthorized use, reuse, or modification of the Deliverables.

19. CERTIFICATE OF MERIT REQUIREMENT - The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the state where the Project is located. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the Standard of Care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the Standard of Care. This certificate shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

20. GOVERNING LAW, VENUE, AND JURISDICTION - This Agreement shall be governed by the laws of the State of Maryland, and the state and federal courts in the State of Maryland shall be the exclusive venue for any and all dispute resolution proceedings unless the parties mutually agree otherwise in writing. Client consents to personal jurisdiction of the state and federal courts in the State of Maryland.

21. DISPUTE RESOLUTION - The parties agree to first try in good faith to settle between themselves any dispute arising out of or related to this Agreement ("Dispute"). In the event a Dispute between the parties is not resolved within thirty (30) days by direct discussions between the parties, the parties agree to submit the Dispute to non-binding mediation conducted by the American Arbitration Association or such other mediation service upon which the parties agree. In the event the parties are not able to resolve the Dispute by mediation, either party may elect to have the pending Dispute resolved by arbitration in accordance with the procedural rules of the American Arbitration Association as presently published and existing. Unless otherwise agreed, the arbitration

proceeding shall take place in the state where the project is located. The cost and expenses of the arbitrator(s) shall be shared equally by the parties. Each party shall be responsible for its own costs and expenses in presenting the Dispute for arbitration. The parties agree to be bound by the decision of the arbitrator(s) and the award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY DISPUTE. In any event, the maximum amount recoverable by Client will not exceed the amount or include the types of damages waived in the Limitation of Liability provision above.

22. OPINIONS OF COST - When included in Consultant's scope of Services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Client's budget or from Consultant's opinions or estimates of probable construction cost.

23. ENVIRONMENTAL CONDITIONS, FIRES & ACTS OF TERRORISM

a. For purposes of this section, "Environmental Conditions" means the presence at the Project site of hazardous wastes, hazardous substances, asbestos, asbestos-containing materials ("ACM"), suspected asbestos-containing materials ("SACM"), polychlorinated biphenyls, lead, lead-based paint, urea-formaldehyde-containing materials, mold, biohazards, biological agents, radioactive materials, or any other hazardous or toxic substances as defined by any federal, state, or local statute, regulation, code, or ordinance. Client acknowledges that Consultant shall have no responsibilities or duties relating to the identification, discovery, presence, handling, removal, abatement or disposal of, or exposure (including exposure assessment or control) of persons to, Environmental Conditions in any format the Project site, including any ACM or SACM located at or transported from the Project. Client acknowledges that it accepts responsibility for notifying the appropriate state and local Environmental Protection Agency and the United States Environmental Protection Agency for any ACM or SACM delineation, demolition, construction or repair work. Client further acknowledges that it accepts responsibility for any inspection required by the National Emissions Standards for Hazardous Air Pollutants ("NESHAP"), or any related state-delegated authority.

b. In no event shall Consultant be held liable or otherwise responsible for preventing any financial or physical damage, resulting from acts of terrorism or fires ensuing therefrom, including, but not limited to, chronic or acute injuries relating thereto (or arising out of), subsequent remedial activities undertaken relating thereto, or any other event or consequence thereof, associated countermeasures pursued or implemented by any federal, state, or local

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government representatives, or any of their contractors, or subcontractors, or any other public or private party in any way connected with addressing or dealing with anything covered by the Scope of Services, including, without limitation, acts of terrorism and fires ensuing therefrom.

24. RESPONSIBILITY FOR CODE COMPLIANCE - Where the Services include the provision of code compliance consulting services, Consultant, in exercising its professional judgment consistent with the Standard of Care, will endeavor to perform the Services in accordance with applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders and codes relating to the design, construction, use and/or occupancy of the Project (collectively "Governmental Requirements") in effect as of the date of completion of the Services. Such Governmental Requirements may include, for example, fire protection, life safety, building occupancy, accessibility or the Americans with Disabilities Act, as applicable to the Services. Client acknowledges and agrees that interpretation of Governmental Requirements by the authority or official having jurisdiction ("AHJ") may vary and may be subject to change even after completion of the Services. In performing the Services, Consultant shall be entitled to rely on initial interpretations provided by the AHJ. If, after completion of the Services, any modification or amendment to the construction documents (or other related documents) is required because of a subsequent interpretation of the Governmental Requirements by the AHJ, Consultant shall not be liable for any consequences resulting therefrom; provided, however that Consultant shall make the required modification or amendment as an additional service and shall be entitled to compensation for such additional service at the hourly rates set forth in the Proposal, or as otherwise agreed by the parties in writing.

25. ETHICS AND CONFLICTS OF INTEREST - Both parties shall perform their obligations with integrity, including but not limited to:

- a. Conflicts of interest shall be avoided or disclosed promptly to the other party.
- b. Neither party has conducted or shall engage in any transaction or dealing with any prohibited person in violation of the U.S. Patriot Act or any OFAC rule or regulation.
- c. Both parties shall comply with all regulations of the Foreign Corrupt Practices Act ("FCPA"), other applicable United States laws, and other applicable foreign laws (including, but not limited to the OECD Convention on Combating Bribery of Foreign Public Officials) relating to the soliciting and performing work in foreign countries.
- d. Neither party shall receive any contingent fees or gratuities to and from the other party, including their agents,

officers, employees and sub consultants or others to secure preferential treatment.

26. ANTI-RAIDING PROVISION - During the duration of the Services for the project provided for under this proposal agreement, and for a period of one (1) year after the completion of or termination of such Services, the Client shall not solicit, offer employment to, otherwise attempt to hire, or assist in the hiring of any employee or officer of the Consultant or any of its Affiliates who worked on the project; (ii) encourage, induce, assist or assist others in inducing any such person to terminate his or her employment with the Consultant or any of its Affiliates; or (iii) in any way interfere with the relationship between the Consultant or any of its Affiliates and their employees.

27. EQUAL EMPLOYMENT - Consultant believes in the principles of equal employment opportunities and encourages a diverse workplace. Consultant does not discriminate in employment against any individual on the basis of race, sex, age, religion, disability, sexual orientation, national origin, ancestry, citizenship status, veteran status, Vietnam-era status, or any other protected status. Both parties shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Both parties shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

28. ENTIRE AGREEMENT - This Agreement and corresponding Proposal represents the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing and signed by both parties. All obligations between the parties, including any limitations upon liabilities, shall survive the completion of the Services and any earlier termination of the Services or this Agreement. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such term, condition or provision will be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall not be affected but shall instead remain valid and fully enforceable.

29. SEVERABILITY - The parties herein acknowledge and agree that in case any provision in this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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TRUTH IN NEGOTIATION CERTIFICATION

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

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

Consultant: MLM-Martin Architects, Inc.

By: _____

Print Name: Miguel A. Martin

Date: July 28, 2023



GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
5850-B Cargo Road
Orlando, Florida 32827-4399

MEMORANDUM

To: Members of the Construction Committee

From: Edelis Molina, Sr. Small Business Administrator

Date: September 05, 2023

Re: Request for Approval of an Addendum to the Continuing Architectural Consulting Services with MLM-Martin Architects, Inc. for Professional Architectural Design Services for W-00472 Hyatt Fire System Strobe Evaluation, Orlando International Airport

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that MLM-Martin Architects, Inc. does not propose small business participation on this addendum due to the specialized nature of the services to be provided.

Our analysis indicates that MLM-Martin Architects, Inc. is eligible for award of the subject addendum.