Greater Orlando Aviation Authority

GREATER ORLANDO AVIATION AUTHORITY
REVISED AGENDA

Date: October 21, 2026 **Day: Wednesday** **Time: 2:00 P.M.**

Place: Carl T. Langford Board Room, Orlando International Airport, One Jeff Fuqua Blvd.

FOR INDIVIDUALS WHO CONDUCT LOBBYING ACTIVITIES WITH AVIATION AUTHORITY EMPLOYEES OR BOARD MEMBERS, REGISTRATION WITH THE AUTHORITY IS REQUIRED EACH YEAR PRIOR TO CONDUCTING ANY LOBBYING ACTIVITIES. A STATEMENT OF EXPENDITURES INCURRED IN CONNECTION WITH THOSE LOBBYING INSTANCES SHOULD ALSO BE FILED PRIOR TO APRIL 1 OF EACH YEAR FOR THE PRECEDING YEAR. 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 BOARD MAKES AN AWARD. THE POLICY, FORMS, AND INSTRUCTIONS ARE AVAILABLE ON THE AVIATION AUTHORITY'S OFFICES WEB SITE. PLEASE CONTACT JEFF AARON, GENERAL COUNSEL, WITH QUESTIONS AT (407) 349-3949. (PURSUANT TO FLORIDA STATUTE 286-0113 (2)(B)1., THE PORTION OF THE PROCUREMENT COMMITTEE MEETING, WHEN INTERVIEWS ARE BEING CONDUCTED, WILL BE EXEMPT FROM PUBLIC MEETING REQUIREMENTS.)

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. CONSIDERATION OF AVIATION AUTHORITY MINUTES FOR SEPTEMBER 16, 2026

VI. CHAIR'S REPORT

VII. CHIEF EXECUTIVE OFFICER'S REPORT

VIII. CONSENT AGENDA

(These items are considered routine and will be acted upon by the Aviation Authority in one motion. If discussion is requested on an item, it will be considered separately. Items under this section are less than $1,000,000)

A. Recommendation to Accept Aviation Authority Committee Minutes
B. Recommendation to Dispose of Surplus Property
C. Recommendation to Adopt 2027 Aviation Authority Board Calendar
D. Recommendation of the Chair for Committee Appointments

NOTE: Comments to the Board are governed by Aviation Authority Policy 120.06. Any person wishing to address the Aviation Authority Board must complete and turn in a Speaker's Request Card no later than ten minutes after the meeting begins. Late speaker requests will not be recognized.

E. Recommendation to Approve the Award of Other Entity Contract (OEC) 26-942-OEC to Insight Public Sector Inc. for the Renewal of the ReliaQuest Security Operations Platform Subscription Agreement, Using the State of Florida NASPO ValuePoint Software Contract No. 43230000-23-NASPO-ACS

F. Recommendation of the Procurement Committee to Exercise the Second and Final Renewal Option to Contract 01-23 for Roadway and Exterior Electrical Maintenance Services, with Transportation Systems, Inc.

G. Recommendation to Approve the Purchase of One Hydro-Pump Truck from Everac Equipment, LLC Utilizing the Sourcewell Contract# 10221-GPV

H. Recommendation of the Procurement Committee to Award Request for Proposal 26-414-RFP, Variable Frequency Drive Repair and Replacement Services, to SJ Electro Systems, LLC d.b.a. ICON Technologies

I. Recommendation to Reject All Responses to Request for Statements of Qualifications 26-327-RFSQ, South Park Place Overflow Parking Improvements Re-Solicitation (Design-Build Services BP-00502) and Authorize Staff to Issue a Solicitation with a Revised Method of Procurement

J. Recommendation to Approve a Form Letter of Agreement (LOA) for Temporary Vertipad Operations at Orlando International Airport (MCO) between the Greater Orlando Aviation Authority (Aviation Authority) and Electric Vertical Takeoff and Landing (eVTOL) Operators

K. Recommendation to Approve a License Agreement between the Greater Orlando Aviation Authority (Aviation Authority), the City of Orlando (City) and Central Florida Pipeline LLC (CFP) for a pipeline easement serving the fuel farm at Orlando International Airport (MCO)

L. Recommendation to Approve a First Amendment to the Orlando Executive Airport Hangar Lease Agreement (Orange County Sheriff Facility) between the Greater Orlando Aviation Authority (Aviation Authority), Orange County, Florida (County), and the Orange County Sheriff's Office (OCSO) at Orlando Executive Airport (ORL)

M. Recommendation to Accept Public Transportation Grant Agreements (PTGA) for Orlando International Airport (MCO) from the Florida Department of Transportation (FDOT): Taxiways E & F Rehabilitation and Related Improvements – Phase 1 at MCO

N. Recommendation to Accept Public Transportation Grant Agreements (PTGA) for Orlando International Airport (MCO) from the Florida Department of Transportation (FDOT): Vehicle Movement Area Transponders (VMATs) at MCO

O. Recommendation to Accept Public Transportation Grant Agreements (PTGA) for Orlando Executive Airport (ORL) from the Florida Department of Transportation (FDOT): Vehicle Movement Area Transponders (VMATs) at ORL

P. Recommendation to Accept Public Transportation Grant Agreements (PTGA) for Orlando Executive Airport (ORL) from the Florida Department of Transportation (FDOT): Taxiway A Improvements - Design at ORL

Q. Recommendation to Approve the Second Amendment (Amendment) to the Rental Automobile Concession Agreement (Agreement) with Enterprise Leasing Company of Orlando, LLC (Enterprise), Avis Budget Car Rental, LLC (Avis), The Hertz Corporation (Hertz) and Third Amendment (Amendment) to the Rental Automobile Concession Agreement (Agreement) with Sixt Rent A Car, LLC (Sixt)

R. Recommendation to Approve Amendment No. 1 to the ATM-Bank Concession Agreement with Truist Bank at Orlando International Airport (MCO)

S. Recommendation of the Construction Committee for Approval of an Addendum to the Financial Consulting for Construction, Maintenance, Environmental, and Other Projects; Construction Payment Application and Invoice Review; Financial Consulting for the Capital Improvement Program (CIP) and Capital Initiation Requests (CIR); Grant and Passenger Facility Charge (PFC) Application Services; Extension of Staff Services; and Audit and Advisory Services Agreement with Talson Solutions, LLC (Talson) for Fiscal Year 2027 at Orlando International and Orlando Executive Airports

T. Recommendation of the Construction Committee for Approval of Change Orders to Various Construction Contracts
U. Recommendation of the Procurement Committee for the Ranking of Previously Shortlisted Firms for Professional Design and Engineering Services on W-00650, Airside 2 Wing Expansion Program (26-844-RFSQ) at Orlando International Airport
V. Recommendation to Authorize the Chief Executive Officer to Submit Documentation Demonstrating Compliance with Section 332.0075, Florida Statutes (F.S)
W. Recommendation of the Construction Committee for Approval of an Addendum to the Professional Services Agreement with C&S Engineers, Inc. for the Design Services for BP-00052, Taxiway A Rehabilitation and Related Improvements at Orlando Executive Airport (ORL)

IX. NEW BUSINESS

(Consistent with GOAA Policy 450.04, contracts in excess of $1,000,000 are listed under this section as separate line items)

A. Recommendation to Approve the Purchase of Three Aircraft Rescue & Firefighting (ARFF) Vehicles from Rosenbauer Minnesota, LLC Utilizing Sourcewell Contract No. 082025-RSD
B. Recommendation of the Construction Committee for Approval of an Addendum to the Financial Consulting for Construction, Maintenance, Environmental, and Other Projects; Construction Payment Application and Invoice Review; Financial Consulting for the Capital Improvement Program (CIP) and Capital Initiation Requests (CIR); Grant and Passenger Facility Charge (PFC) Application Services; Extension of Staff Services; and Audit and Advisory Services Agreement with Accenture Infrastructure and Capital Projects Consulting, LLC for Fiscal Year 2027 at Orlando International and Orlando Executive Airports
C. Recommendation to Approve the Purchase of 30 Ford Vehicles from Bozard Ford Co. priced from Sourcewell Contract# 081325-NAF, Holler Automotive Group and Rush Truck Centers of Florida, Inc. priced from State of Florida Contract# 25100000-26-STC
D. Recommendation to Approve the Award of Other Entity Contract 26-896-OEC to ADP, Inc. (ADP), for Finance, Employees Payroll and Tax Reporting, W-2 Filing Services and Human Resources Modules, including Recruiting, Performance and Talent Development Information for Thirty-Six (36) Omnia Partners Contract #R250901
E. Recommendation to Approve the Award of Other Entity Contract 26-879-OEC for the Purchase of a Broadcom VMware Cloud Foundation License Subscription Renewal and Three-Year Fixed Price Agreement from CDW Government LLC (CDWG), utilizing Sourcewell Other Entity Contract No. 121913, Technology Products and Services
F. Recommendation to Approve the Award of Multiple Amendments to Procurement Contract 24-280-RFP, for Low Voltage Wiring and Installation Services (On-Call)
G. Recommendation to Approve Amendments to the Aviation Authority's Local Developing Business Program (LDB) Policy to Account for Current Local Economic Conditions
H. Recommendation to Approve Amendments to the Aviation Authority's Small Business Program Policy (SBP) to Account for Current Local Economic Conditions
I. Recommendation to Approve Benefit Plan Renewals for Active and Retired Employees
J. Recommendation to Ratify and Approve the Compensation and Classification Structures Implemented Effective September 15, 2024

X. PROCUREMENTS

(Notification for release of documents for different services at the Aviation Authority in excess of $500,000)

A. Invitation to Negotiate, Vehicle Towing and Storage Services

B. Request for Statement of Qualifications, Solicitations for the Architect and Engineer Services (A/E) and Construction Management at Risk (CMAR) contracts for the Rental-A-Car (RAC) and Parking Expansion Program. The CMAR will be for the South Garage Expansion and QTA Improvements at Orlando International Airport

XI. INFORMATION SECTION

(No action is required on the item(s). Board members should feel free to ask questions on the item(s).)

A. Notification of Awards and Amendments less than $250,000

B. Notification of Beautiful Airports Team (BAT) Program Updates

C. Notification of Change Orders Issued on Active Construction Projects

D. Construction Report

NEXT SCHEDULED AVIATION AUTHORITY BOARD MEETING IS ON WEDNESDAY, NOVEMBER 18, 2026

CEO REPORT

Greater Orlando Aviation Authority



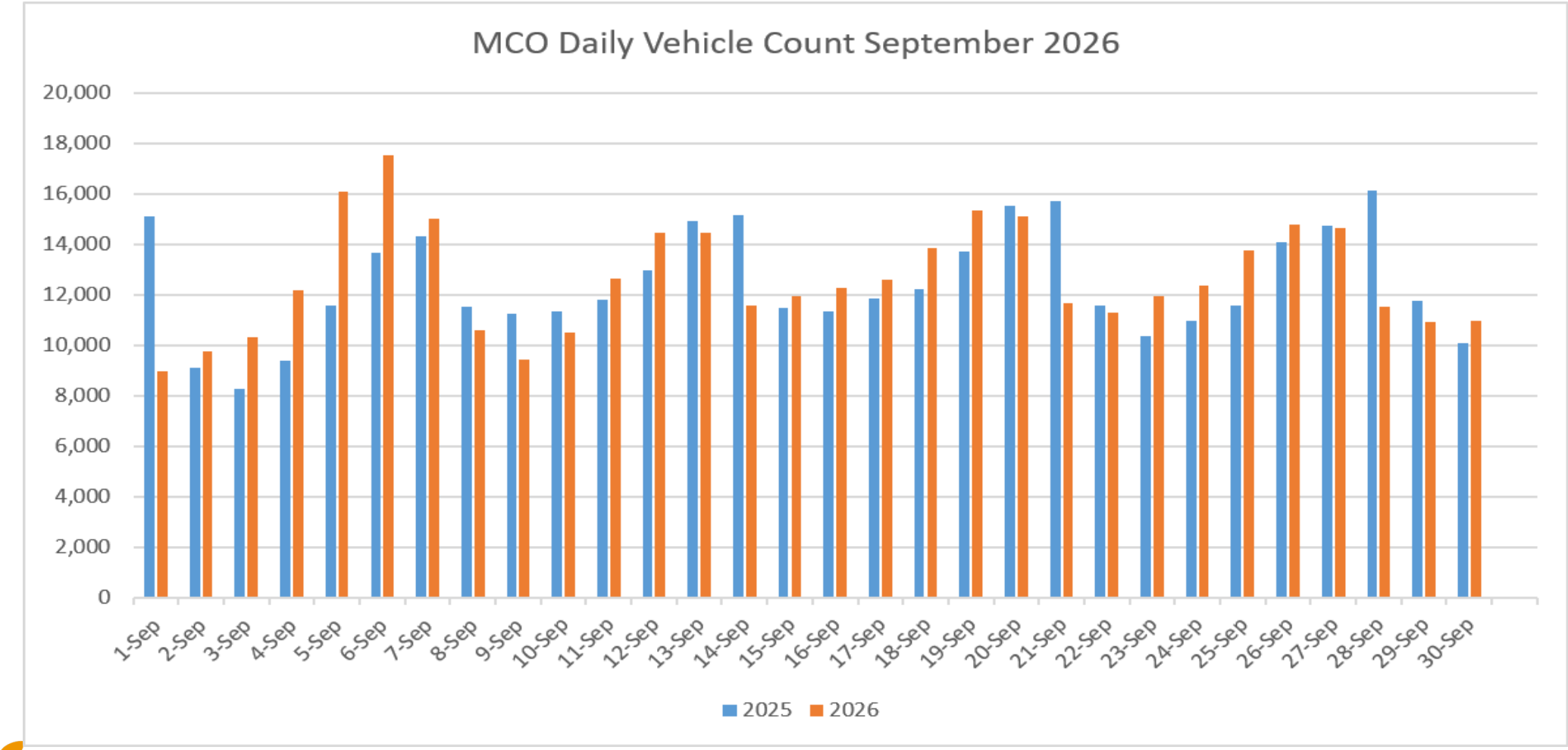
MCO CEO Report

October 2026



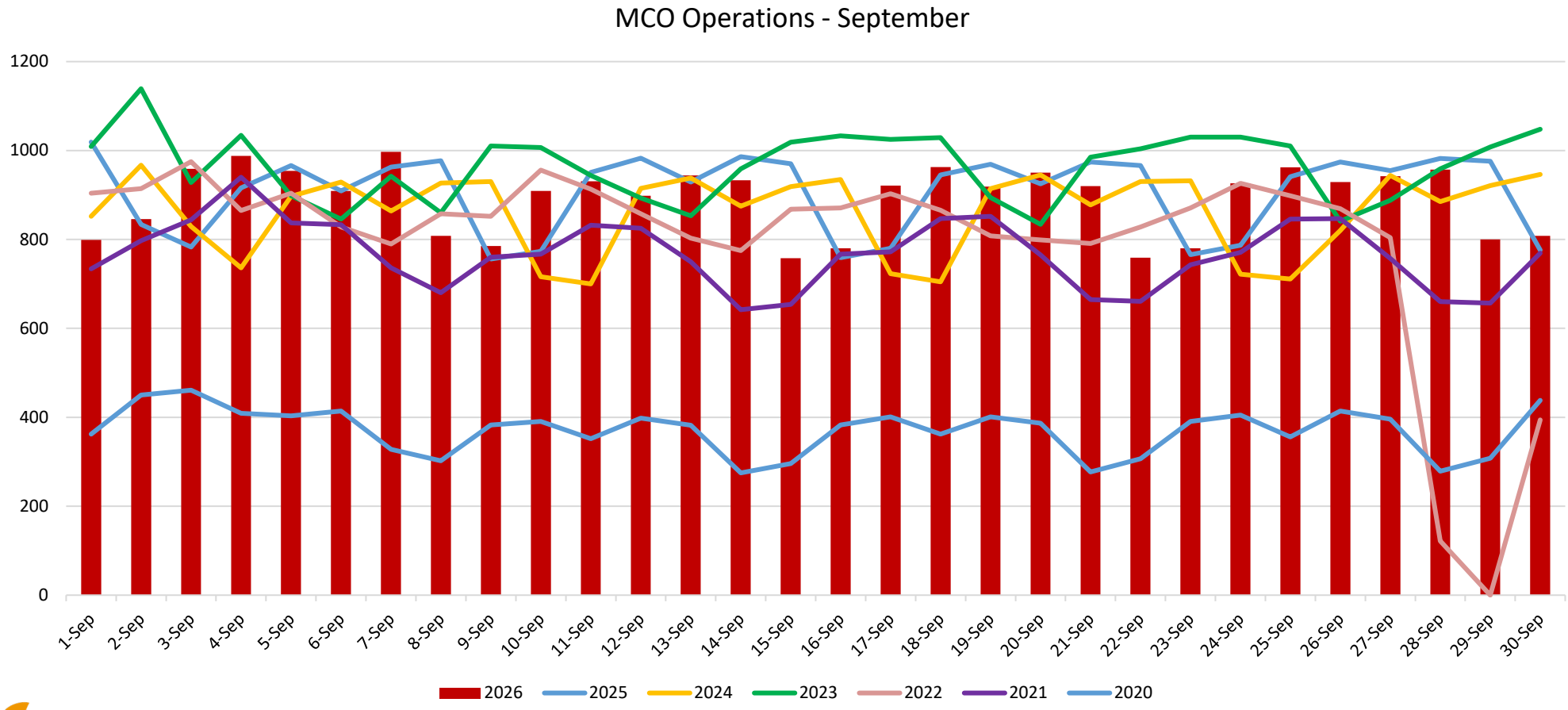
Orlando International Airport

Daily Parking



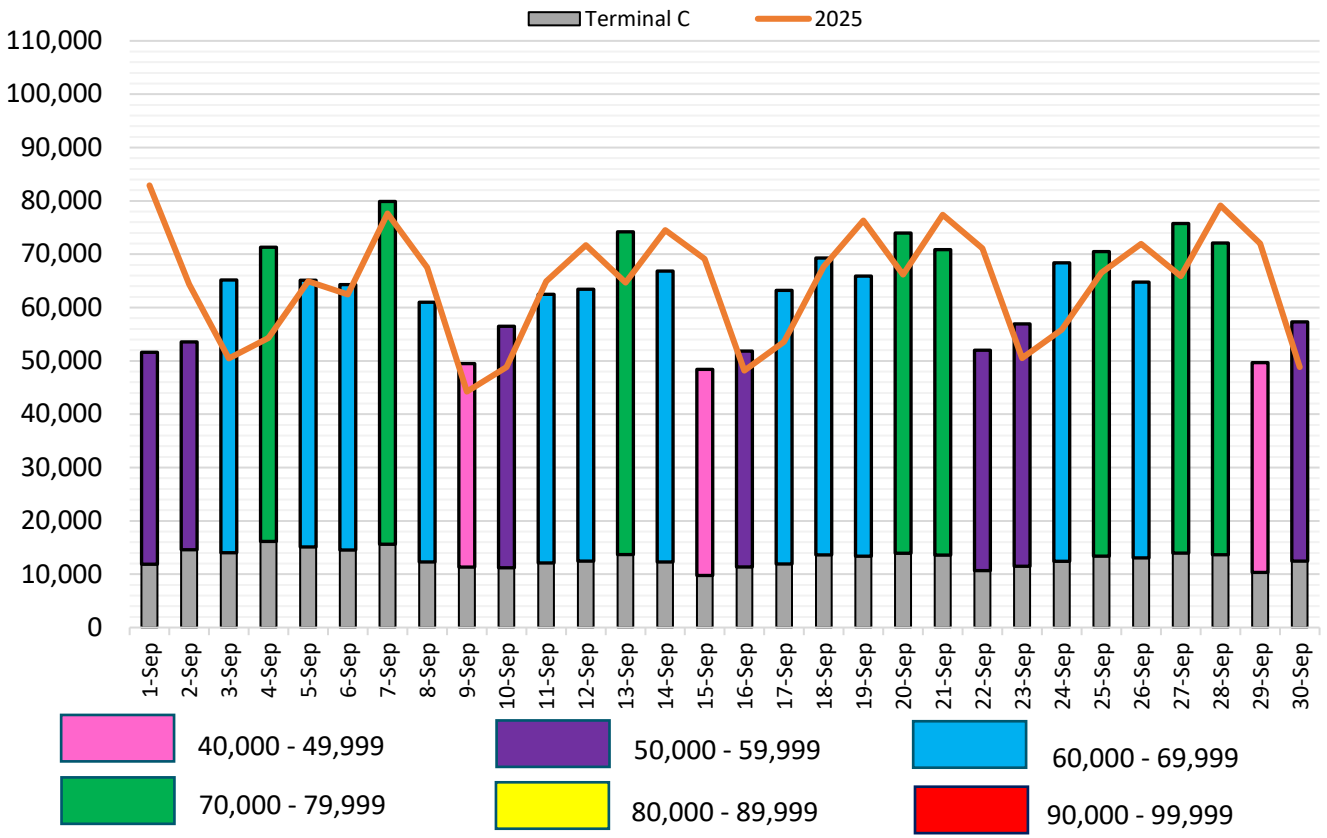
Orlando International Airport

Daily Departing Flights
September 2026



Orlando International Airport

Daily Departing Passengers
September 2026



Orlando International Airport

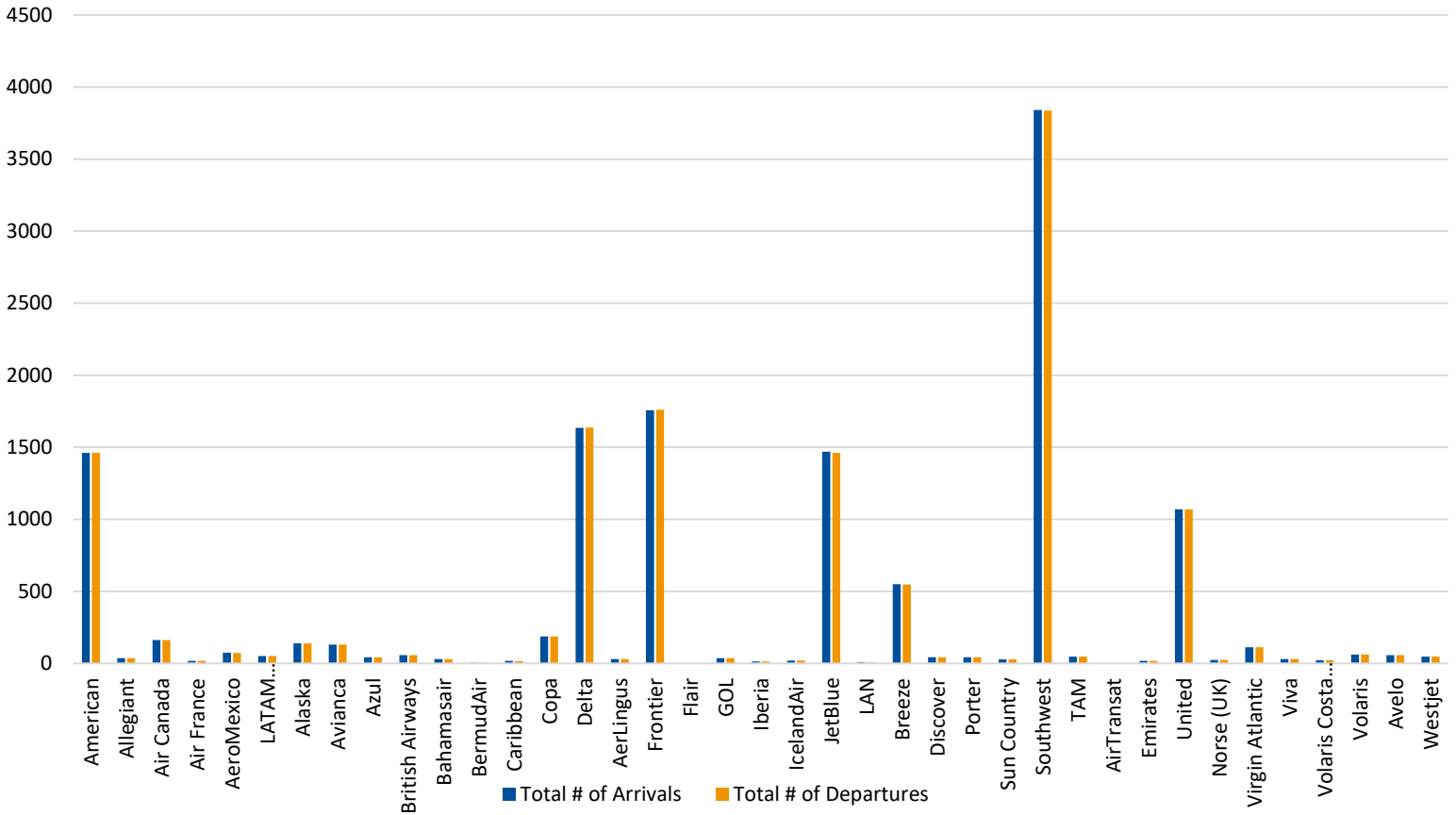
Busiest Days:

09/07 – 79,890
09/27 – 75,755
09/13 – 74,198

0 days – 80,000 – 89,999
8 days – 70,000 – 79,999
12 days – 60,000 – 69,999

Flight Activity By Airline

September 2026



Orlando International Airport

Top 5 Departures:

SWA – 3836

FFT – 1760

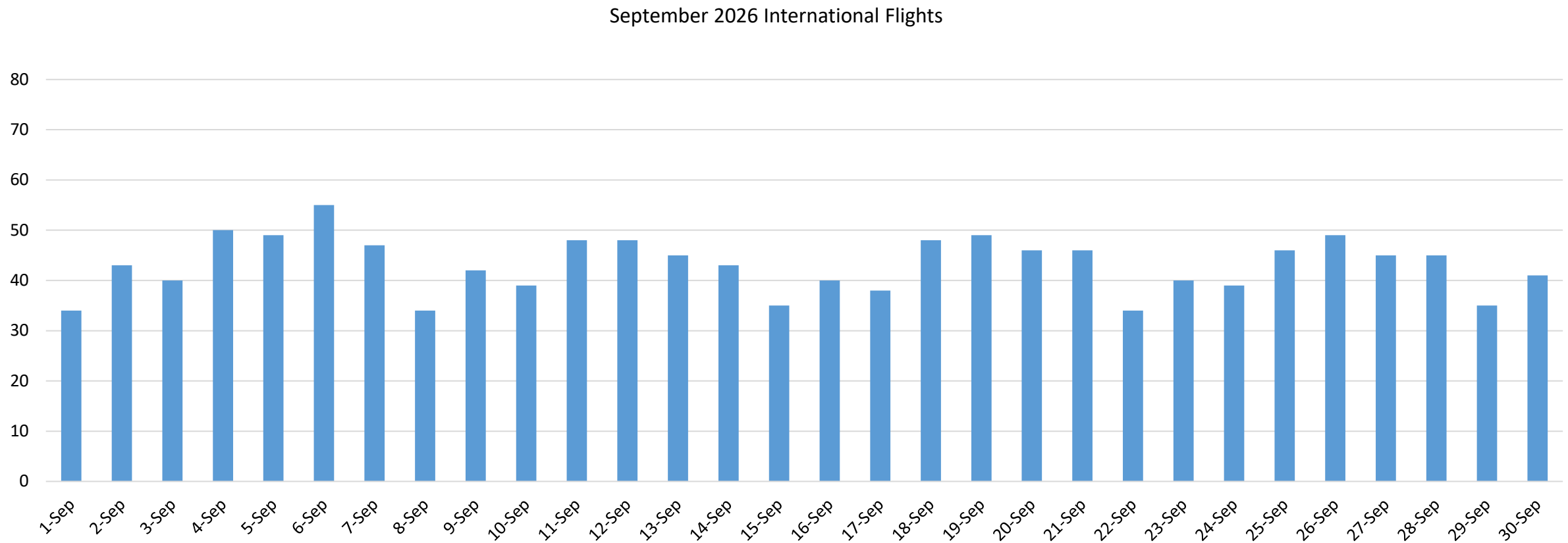
DAL – 1637

JBU – 1460

AAL – 1460

International Activity – Arriving Flights

September 2026



Orlando International Airport

International Activity – Arriving Passengers

September 2026



Orlando International Airport

Passenger Traffic Statistics

12-Months Ended August 2026

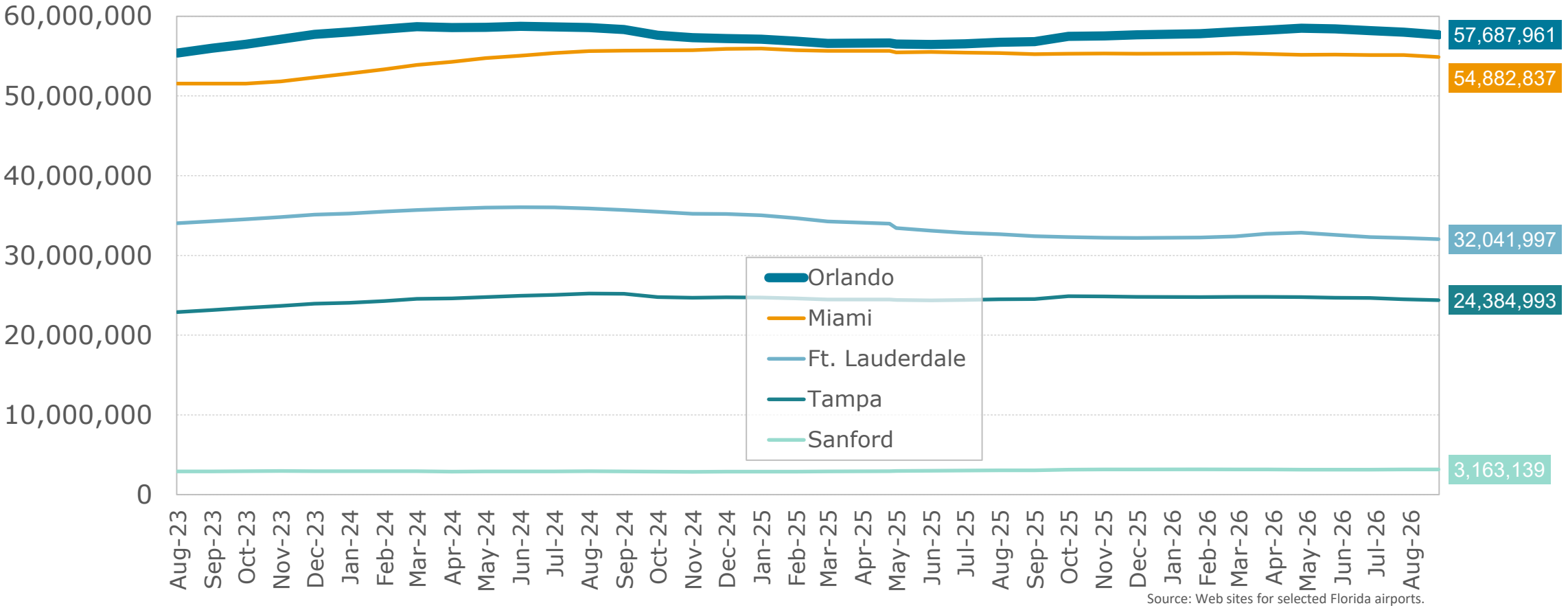
	Aug. 2026	% Chg.	YE Aug. 2026	% Chg.
Domestic	3,652,817	-7.2%	49,758,841	2.8%
International	722,750	-5.1%	8,447,403	1.3%
Total	**4,830,791**	**-6.9%**	**57,687,961**	**1.7%**

Orlando International Airport

Key Takeaways:

- **Passenger traffic (12-month total)**
  - Domestic: 1.7M below all-time high
  - International: 3rd All-time high
  - Total: 1.1M Below all-time high
- **Load factors (for month)**
  - Domestic: 81.5%
  - International: 88.4%
  - Total: 82.5%

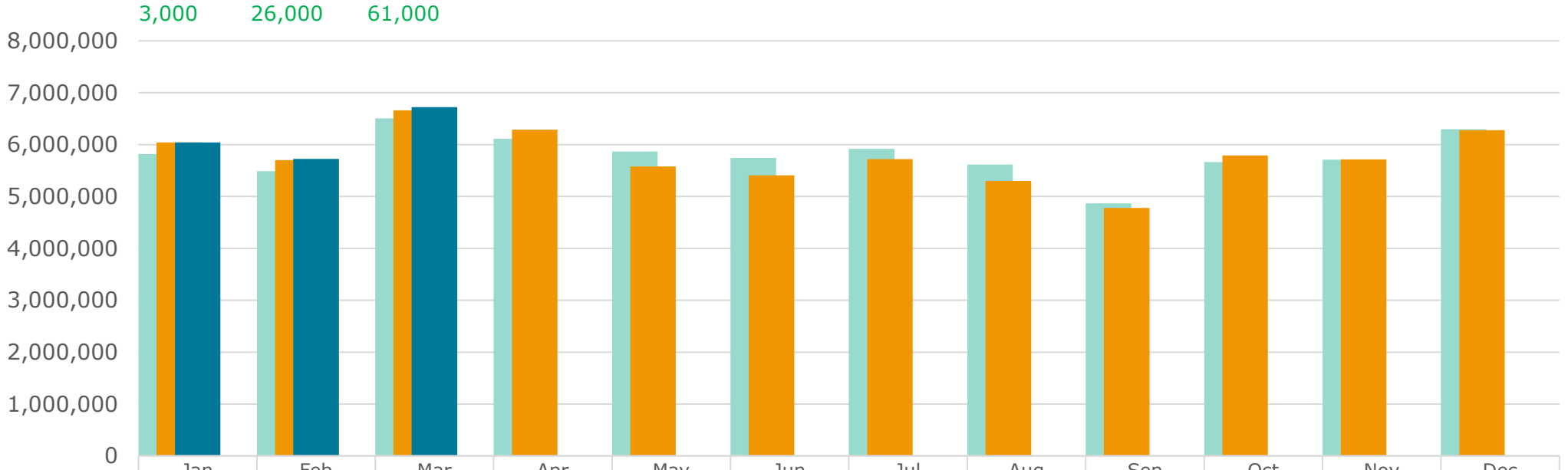
FL Airports Rolling 12-Month Passenger Traffic



Source: Web sites for selected Florida airports.

Orlando International Airport

Monthly Seat Capacity
March 2027 - Highest March Seat Capacity in MCO History



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2025	5,821,750	5,488,377	6,507,306	6,114,654	5,865,721	5,745,004	5,919,527	5,617,203	4,869,016	5,665,268	5,709,282	6,295,233
2026	6,040,516	5,701,043	6,663,332	6,287,330	5,578,157	5,410,201	5,720,425	5,300,863	4,779,413	5,789,518	5,716,458	6,280,079
2027	6,043,384	5,726,695	6,724,079									
2027/2026 %Chg	0.0%	0.4%	0.9%									
2026/2025 %Chg	3.8%	3.9%	2.4%	2.8%	-4.9%	-5.8%	-3.4%	-5.6%	-1.8%	2.2%	0.1%	-0.2%
2027/2025 %Chg	3.8%	4.3%	3.3%									
2027-2026	3,000	26,000	61,000									
2026-2025	219,000	213,000	156,000	173,000	-288,000	-335,000	-199,000	-316,000	-90,000	124,000	7,000	-15,000

NOTE: Future schedules may be subject to change.

Updated: September 29, 2026.

Source: Airline Data Inc. flight schedules.

Orlando International Airport

Upcoming Service Starts/Resumptions

Destination	Airline	Date
Albuquerque, NM	Southwest	Oct 1
Cincinnati, OH	Southwest	Oct 1
El Paso, TX (u)	Southwest	Oct 3
Jackson, MS (u)	Southwest	Oct 3
Phoenix, AZ	Frontier	Oct 8
Syracuse, NY	Frontier	Oct 9
San Jose, Costa Rica	Frontier	Oct 10
Bangor, ME (u)	Breeze	Oct 21
Amsterdam, Netherlands (u)	Delta	Oct 24
Toronto, Ontario	flair airlines	Oct 25
Halifax, Nova Scotia (u)	Air Canada	Oct 26
Winnipeg, Manitoba (u)	WestJet	Oct 27
Lisbon, Portugal (n, u)	TAP Air Portugal	Oct 29
Portland, ME	jetBlue	Nov 7
Edmonton, Alberta (u)	WestJet	Nov 7
Hamilton, Ontario (u)	porter	Nov 8
Dallas/McKinney, TX (n, u)	avelo	Nov 12
Concord, NC (n, u)	avelo	Nov 18
London, Ontario (n, u)	porter	Nov 19

Destination	Airline	Date
Kansas City, MO	Frontier	Nov 20
San Jose, CA (n, u)	Southwest	Nov 21
Minneapolis/St. Paul, MN	Frontier	Nov 22
Freeport, Bahamas (u)	bahamasair	Nov 26
Recife, Brazil (u)	Azul	Dec 1
Guatemala City, Guatemala	Frontier	Dec 5
Medellin, Colombia (n)	Frontier	Dec 10
Quebec City, Quebec (u)	Air Canada	Dec 13
Bogota, Colombia (n)	Frontier	Dec 14
Guadalajara, Mexico	Aeromexico	Dec 17
Halifax, Nova Scotia	porter	Dec 17
Monterrey, Mexico	Aeromexico	Dec 17
San Pedro Sula, Honduras (u)	Frontier	Dec 17
Ottawa, Ontario	Air Canada	Dec 18
Cartagena, Colombia (n, u)	Frontier	Dec 19
San Salvador, El Salvador (u)	Frontier	Dec 19
San Jose, Costa Rica	Frontier	Dec 19
Milwaukee, WI (n)	Delta	Jan 9

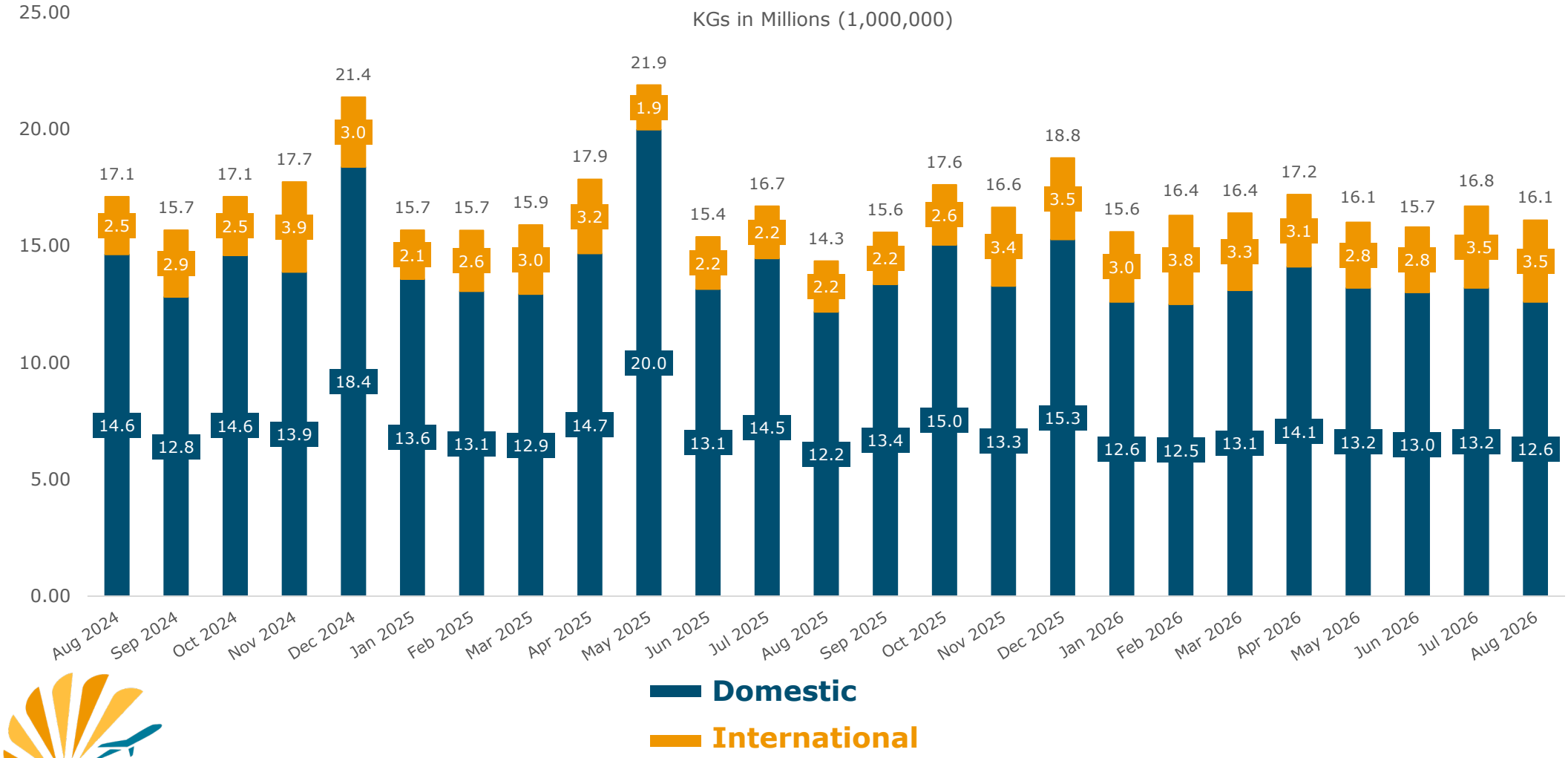
Source: Airline Data Inc. as of September 15, 2026.

NOTE: Future schedules may be subject to change

u: Unserved (non-stop) from MCO at time of start/resumption

n: New market for airline shown

MCO Cargo Trends



Orlando International Airport

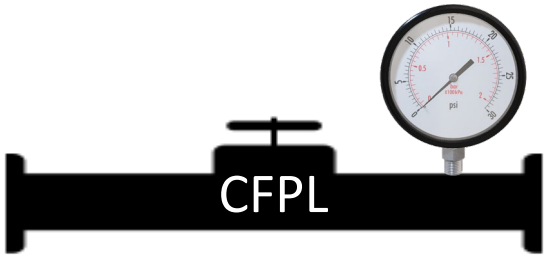
Source: GOAA Airline Activity Reports

Operations Volumes MCO – Prior Month



Received
641 Trucks
5.1M Gallons

31.8M Gallons
1.9M Departing Passengers
13.0K Departing Flights

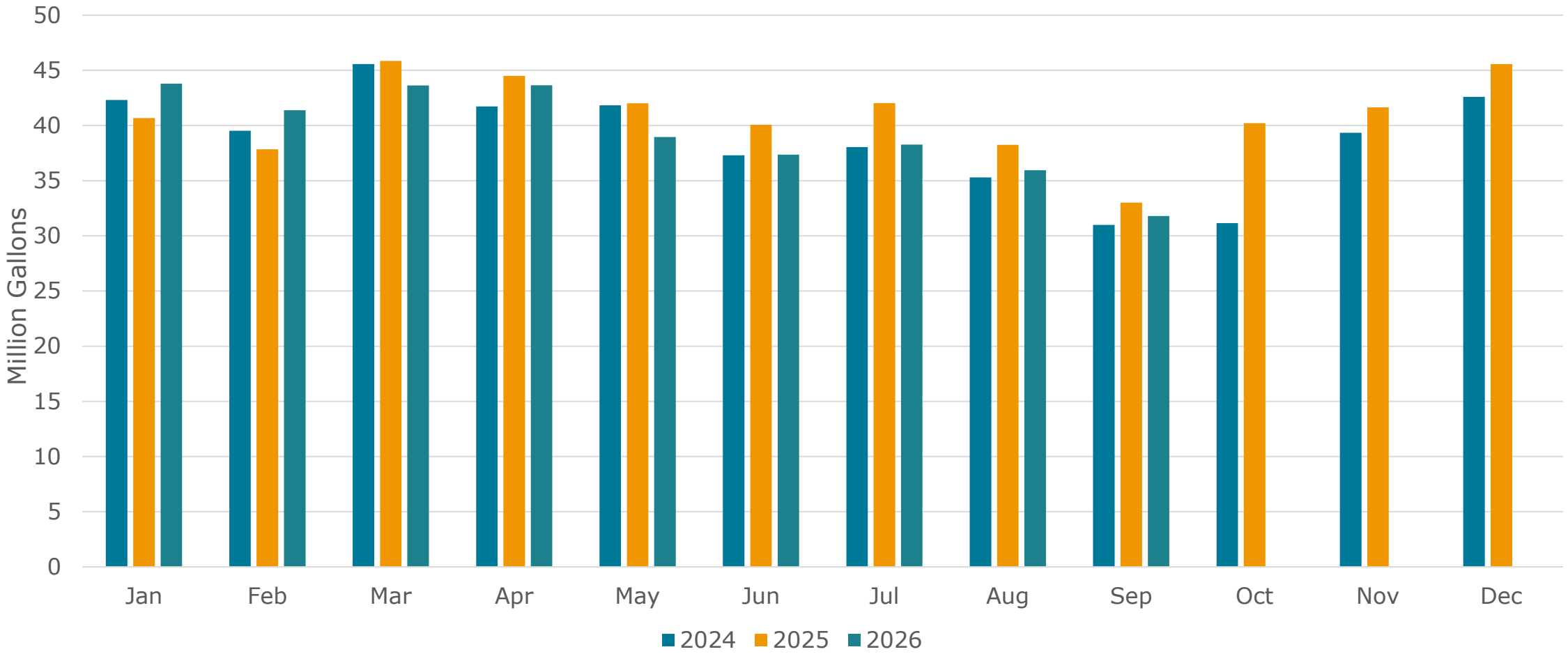


Received 28.5M Gallons
(Includes other supplier shipments)

Daily Avg: 1,059,634 gallons
Peak Day: 9/27 – 1,282,704
Low Day: 9/15 – 866,766
Oct Forecast: 40.2M Gallons
1.29M Daily Avg.

Orlando International Airport

Monthly Fuel Uplifts – MCO



Orlando International Airport

ORL CEO Report

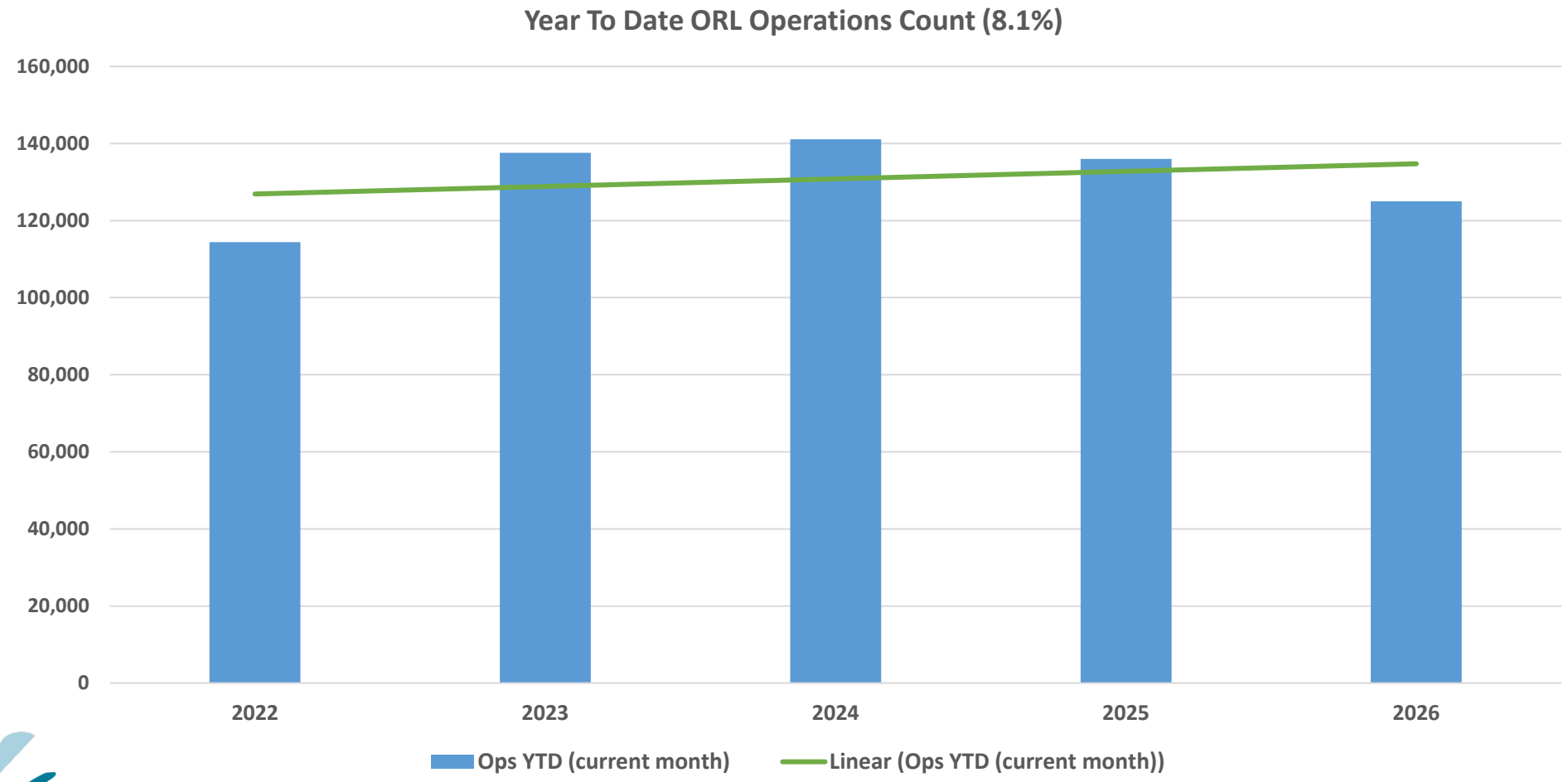
October 2026

ORL™ Orlando Executive Airport

2026 YOY Operations

Rolling 12 Months (-1%)

FAA Operations (7am - 10pm) **170,532**



Orlando Executive Airport

2026 YTD Operations
(-8.1%)

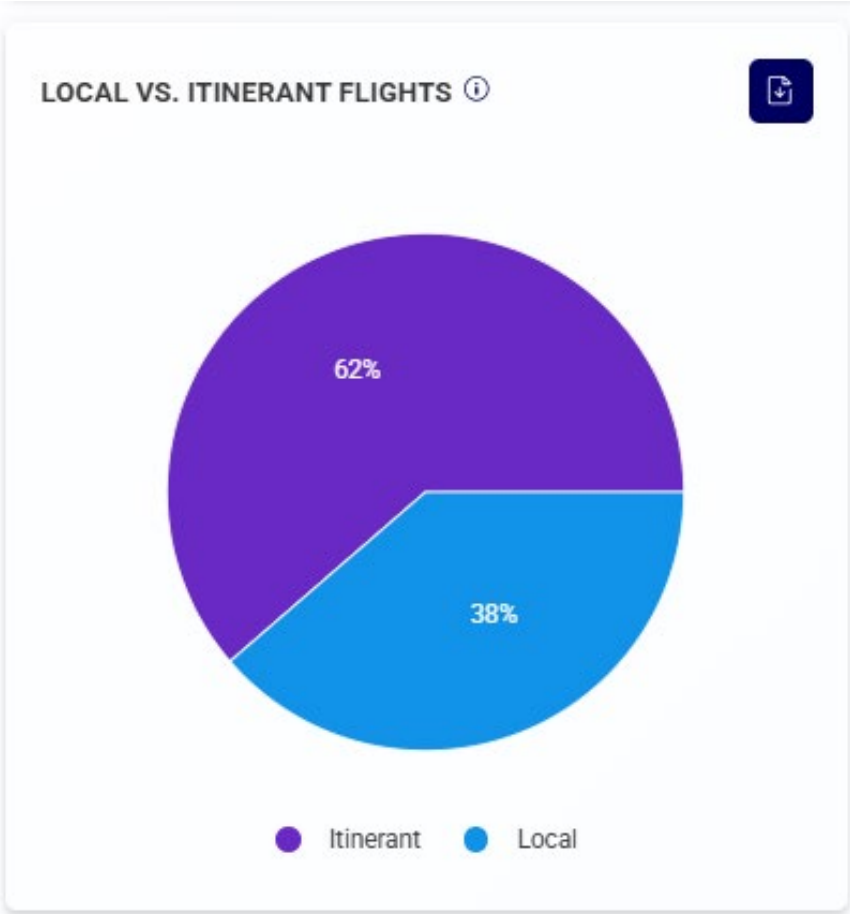
ORL AIRCRAFT OPERATIONS

FAA Operations Count (Source: *The Operations Network (OPSNET)*)

	January	February	March	April	May	June	July	August	September	October	November	December	Ops YTD (current month)
2022	11,880	13,846	14,936	15,277	14,443	11,240	11,423	11,677	9,677	13,408	13,086	13,900	114,399
2023	15,745	13,566	16,034	14,115	17,470	15,116	15,304	15,476	14,772	16,834	13,888	14,223	137,598
2024	15,519	15,710	16,015	16,151	15,731	14,664	16,746	15,323	15,226	15,681	16,884	12,870	141,085
2025	15,297	14,050	15,327	17470	15,946	14,575	14,684	14,463	14,161	15,962	15,847	13,711	135,973
2026	14,313	13,561	14,624	13,521	13,077	14,621	14,362	14,083	12,850				125,012
%D '25	-6.4%	-3.5%	-4.6%	-22.6%	-18.0%	0.3%	-2.2%	-2.6%	-9.3%	-100.0%	-100.0%	-100.0%	-8.1%

Orlando Executive Airport

September Operations

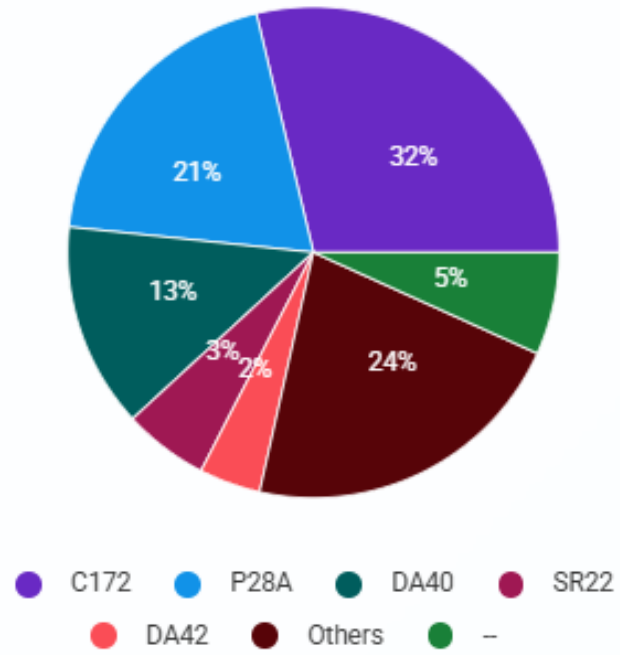




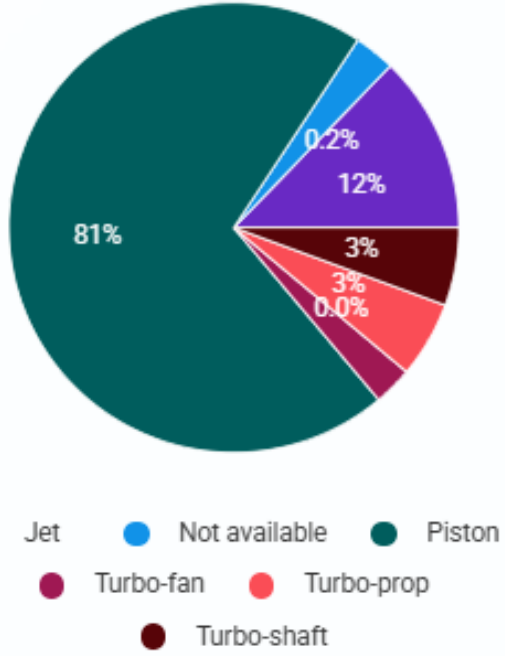
Orlando Executive Airport

Oct Operations by Aircraft Type

TOP AIRCRAFT TYPES

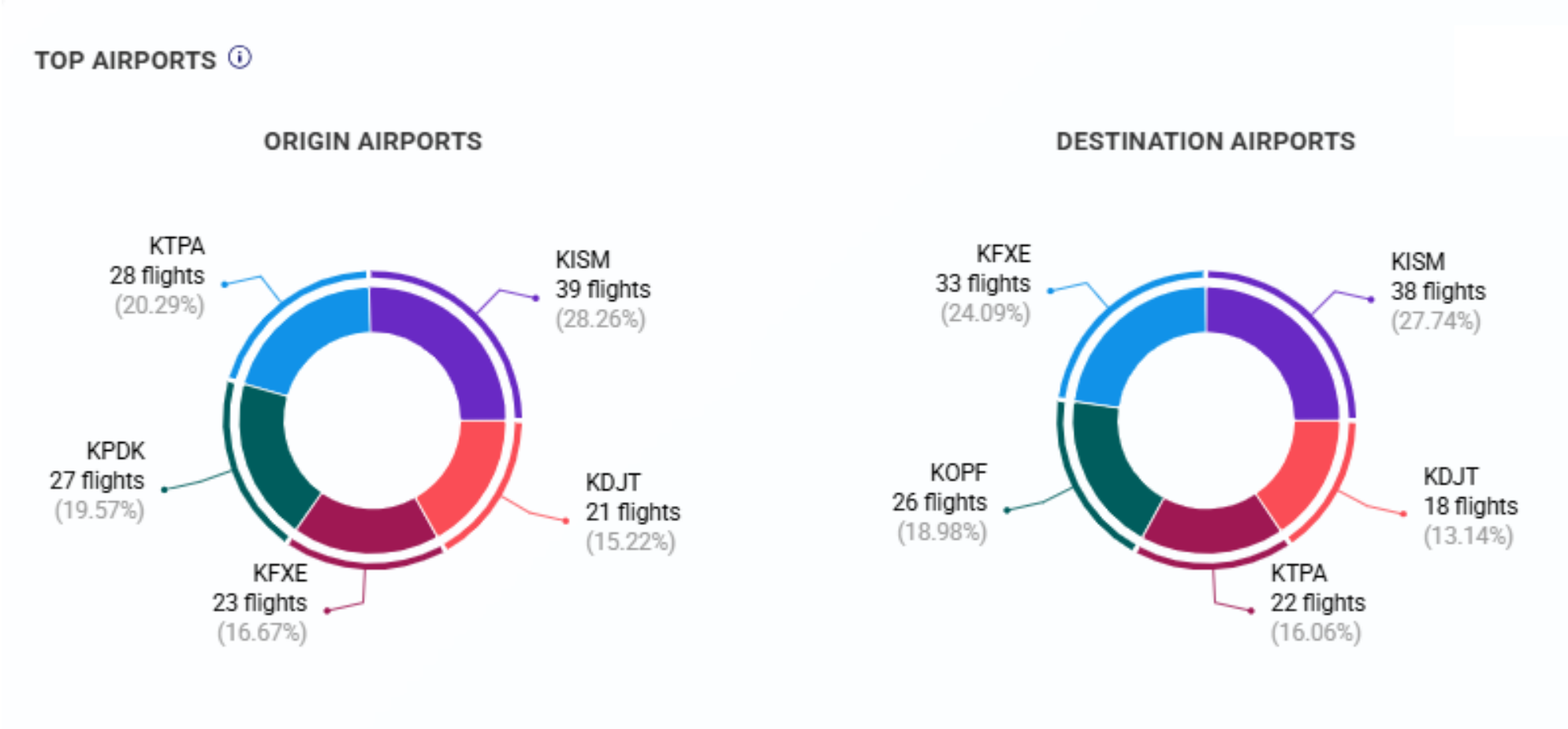


OPERATIONS BY ENGINE TYPE



Orlando Executive Airport

June Top Origin and Destination Airports



Orlando Executive Airport

DRAFT

On **WEDNESDAY, SEPTEMBER 16, 2026,** the **GREATER ORLANDO AVIATION AUTHORITY** met in regular session in the Carl T. Langford Board Room of the Aviation Authority offices in the main terminal building at the Orlando International Airport (MCO), One Jeff Fuqua Boulevard, Orlando, Florida. Chair Kopelousos called the meeting to order at 2:12 p.m. The meeting was posted in accordance with Florida Statutes, and a quorum was present. *[Live Streaming from Orlando, FL]*

Authority members present:	Stephanie Kopelousos, Chair Joe Nunziata, Vice Chair Dan Giordano, Treasurer Mayor Buddy Dyer Mayor Jerry Demings Carson Good Jason James
Also present:	Lance Lyttle, Chief Executive Officer and Secretary Jeff Aaron, General Counsel Angelica Matos, Assistant Vice President, Board & Executive Services and Assistant Secretary

For individuals who conduct lobbying activities with Aviation Authority employees or Board members, registration with the Aviation Authority is required each year prior to conducting any lobbying activities. A statement of expenditures incurred in connection with those lobbying instances should also be filed prior to April 1 of each year for the preceding year. 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 Board makes an award. 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 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 Aviation Authority within 7 calendar days of such lobbying. Lobbyists will also provide a notice to the Aviation Authority when meeting with the Mayor of the City of Orlando or the Mayor of Orange County at their offices. The policy, forms, and instructions are available in the Aviation Authority's offices and the web site. Please contact Jeff Aaron, General Counsel, with questions at (407) 349-3949.

INVOCATION

1. Chair Kopelousos introduced Bishop Franky Elias, who delivered the invocation for the meeting.

APPROVAL OF MINUTES

2. Upon motion by Mayor Demings, second by Mayor Dyer, vote carried to accept the board meeting minutes for August 19, 2026, as written.

SERVICE RECOGNITIONS

3. Mr. Lyttle recognized the following employees for their years of service with the Aviation Authority
    a. Twenty-Year Service to Kyle Gunter
    b. Forty-Year Service to Jacqueline Chin

4. Ms. Dennis recognized the following employee for her years of service with the Aviation Authority:
    a. Twenty-Year Service to Andrea Harper

CEO REPORT

5. Mr. Lyttle's report included the following:
    a. Annie the Astronaut Mascot Debut
    b. Frontier Airlines Colombia Service
    c. Airports Council International Awards
    d. Airline Anniversaries

CONSENT AGENDA

6. Upon motion by Mr. Giordano, second by Mayor Demings, vote carried to adopt a resolution as follows: It is hereby resolved by the Greater Orlando Aviation Authority Board that the following Consent Agenda items are approved, accepted, and adopted, and execution of all necessary documents are authorized by the Chief Executive Officer or Aviation Authority Officers:

A. resolve to accept the following minutes: August 22, 2025, Capital Management Committee, July 21, 2026, Construction Committee, and July 8, 10, 14, 23, and 28 2026, Procurement Committee;

B. resolve to accept the recommendation to: (1) certify the Subject Property listed in Exhibit A attached to this memorandum to be obsolete, uneconomical, negligible, worn out or surplus property, or property no longer necessary, useful, or profitable in the operation of the Airport System; and (2) authorize staff to dispose of the Subject Property in accordance with the Aviation Authority's Bond Resolution and Policies and Procedures;

C. resolve to accept the recommendation of the Construction Committee to: (1) approve Addendum to the Construction Payment Application and Invoice Review and Audit and Advisory Services Agreement with Talson International, LLC to conduct (a) a Comprehensive Assessment of the Change Order Management Process for Capital Improvement Program (CIP) and Capital Projects and (b) a construction close-out audit of Project BP-S00195-MCO Term C, PH 1X – Airside Concourse; (2) authorize funding in the not-to-exceed amount of $95,378 from the Operations & Maintenance Fund; and, (3) authorize the Chief Executive Officer or an authorized Designee, to execute the necessary documents following satisfactory legal review;

D. resolve to accept the recommendation of Staff to: (1) approve Colonial Promenade Shopping Center Retail Lease Termination and Surrender Agreement with Emporium 7, LLC (Tenant), Ashleigh Offord (Guarantor), and the Greater Orlando Aviation Authority (Landlord) at Orlando Executive Airport (ORL) as presented; and, (2) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review;

E. resolve to accept the recommendation of the Construction Committee to: (1) approve an Addendum to the Planning Consultant Services Agreement with Ricondo & Associates, Inc., for Consulting Services for W-00668, the Southern Mobility Access Corridor Planning Study; (2) authorize funding from Capital Expenditure Funds in the total not-to-exceed fee amount of $287,652; and, (3) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review;

F. resolve to: (1) accept the Chief Executive Officer's nomination and confirm the appointment of Ms. Tianna Dumond, Senior Vice President of Internal Audit, as Interim Chair of the Retirement Benefits Committee, pending the onboarding of the Vice President of Human Resources; (2) amend Policy 120.08 to update the title change for the Vice President of Internal Audit to Senior Vice President of Internal Audit; and, (3) amend to remove the position of Chief Administrative Officer from the policy and replace with Mr. Andrew Yates, Chief Strategy and Performance Improvement Officer;

G. resolve to: (1) approve the award of Other Entity Contract 26-656-OEC to SHI International Corp. for iProov biometric entry hardware, software, and support, for a three-year fixed price agreement utilizing Sourcewell Technology Products and Solutions Contract #121923; (2) authorize funding from the departmental Operations and Maintenance Funds in the lump sum amount of $320,100 with a three-year total of $960,300; and, (3) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review;

H. adopt the Chief Executive Officer's recommendation and authorize the Chief Executive Officer or an Aviation Authority Officer to execute the permit and approve additional locations, including those recommended by the airlines and on-airport locations, as he deems appropriate;

I. resolve to accept the recommendation of the Construction Committee to: (1) approve an Amendment to Continuing Program and Project Management Owners Authorized Representative (OAR) Services Agreements to Exercise the Second One-Year Renewal Option, as shown in the table on the memorandum; and, (2) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review by legal counsel;

J. resolve to accept the recommendation of the Construction Committee to: (1) approve an Amendment to Addenda to the Continuing Vertical Construction Services Agreements to extend the Second Renewal Option with the five Continuing Vertical Contractors, as shown in the table in the table on the memorandum; and, (2) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review by legal counsel;

K. resolve to accept the recommendation of the Construction Committee to: (1) approve Change Order No. 09 with Clancy & Theys Construction Co. for $300,087.78 and a 193 day time extension to Substantial Completion, with funding from Line of Credit to be reimbursed by GARBS for V-01032, North Terminal Premier Parking Reconfiguration, as detailed in Attachment A; (2) approve an Amendment to Addendum No. 16 to the Continuing Civil Engineering Services Agreement with AVCON, Inc. for Design, Bid, and Award Phase Services with funding from Line of Credit to be reimbursed by GARBS in the not-to-exceed fee amount of $16,650 for V-01032, North Terminal Premier Parking Reconfiguration; (3) approve an Amendment to Addendum No. 42 to the Continuing Program and Project Management Services Agreement with PSA Constructors Inc. dba PSA Management Inc. for Additional Construction Phase Services with funding from Line of Credit to be reimbursed by GARBS in the not-to-exceed fee amount of $27,195 for V-01032, North Terminal Premier Parking Reconfiguration; and (4) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review;

L. resolve to accept the recommendation of the Construction Committee to: (1) approve an Addendum to the Continuing Vertical Construction Services Agreement with Clancy & Theys Construction Company for the award of Construction Services of V-01092, North Terminal Complex Chiller Plant Air Conditioning and authorize funding from GARBs in the total bid amount of $715,950; (2) an Addendum to the Continuing On-Call Architecture and Engineering Consulting Services Agreement with C&S Engineers, Inc. for Construction Administration Services for V-01092, North Terminal Complex Chiller Plant Air Conditioning and authorize funding from GARBs in the total not-to-exceed fee amount of $29,634; (3) an Addendum to the Continuing Program and Project Management Services Agreement with Geotech Consultants International, Inc., dba GCI, Inc. for Construction Phase Owner Authorized Representative (OAR) Services for V-01092, North Terminal Complex Chiller Plant Air Conditioning and authorize funding from GARBs in the total not-to-exceed fee amount of $77,995; and, (4) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review;

M. resolve to accept the recommendation and authorize the Chief Executive Officer to approve the revised Operational Policy 450.10, Procurement Card as presented, and authorize staff to take all actions necessary to implement the updated Policy;

N. resolve to: (1) approve the Purchase of three four-wheel drive tractors and three wing rotary mowers from Kelly Tractor Co utilizing the Florida Sheriff's Association Contract# FSA23-EQU21.1; (2) authorize funding from the previously approved Capital Expenditure Fund in the not-to-exceed amount of $409,860; and, (3) authorize the Procurement Services to issue the necessary purchase order;

O. resolve to: (1) accept the recommendation to eliminate the Congestion Fee; and (2) authorize the Chief Executive Officer or an authorized Designee to execute amendments to the TNC Operating Agreements with the TNCs following satisfactory legal review.

NEW BUSINESS ITEMS

7. Using visual aids (copies on file), Staff presented the following New Business Items.

A. New Business Item A is a Recommendation to Approve the Award of Single Source 26-840-SGS/SG-00296, a Multi-Year Service Level Agreement for Website and Mobile Applications Support, Maintenance, Hosting, and On-Call Services with Framna Amsterdam BV (Framna)

Upon motion by Vice Chair Nunziata, second by Mayor Dyer, vote carried to: (1) approve Single Source 26-840-SS, Multi-Year Service Level Agreement, Website and Mobile Application Support, Maintenance, Hosting, and On-Call Services with Framna Amsterdam BV; (2) authorize funding from departmental Operations and Maintenance Funds in the not-to-exceed amount of $464,180, with a three-year total of $1,432,540; and, (3) authorize the Chief Executive Officer, or an authorized designee, to execute the necessary documents following satisfactory legal review.

B. New Business Item B is a Recommendation of the Construction Committee for Approval of Various Addenda for Construction Services, Construction Administration Services, and Owner Authorized Representative (OAR) Services for V-01062, North Terminal Complex Chiller Replacement, at Orlando International Airport

Mr. James inquired about the replacement of the chillers and continuity of service during the transition. Mr. Brown explained that this was a phased project. Mr. Jeff Daniels, Interim Vice President of Facilities, further stated that sufficient chiller capacity would be maintained throughout the project, with one chiller replaced at a time. In response to a question by Mr. James, Mr. Daniels clarified that liquidated damages apply to late deliveries, not service interruptions. In response to a question by Mr. Giordano, Mr. Daniels confirmed that the existing capacity could adequately handle the load without the use of a temporary chiller. Mr. Daniels responded to Mr. James that the replacement chillers will be like-for-like in capacity.

Upon motion by Mr. Good, second by Mr. James, vote carried to accept the recommendation of the Construction Committee to: (1) approve an Addendum to the Continuing Vertical Construction Services Agreement with Gomez Construction Company for the award of V-01062, North Terminal Complex Chiller Replacement and authorize funding from GARBs in the total bid amount of $5,297,700; (2) approve an Addendum to the Continuing On-Call Architecture and Engineering Consulting Services Agreement with C&S Engineers, Inc. for Construction Administration Services for V-01062, North Terminal Complex Chiller Replacement and authorize funding from GARBs in the total not-to-exceed fee amount of $65,991; (3) approve an Addendum to the Continuing Program and Project Management Services Agreement with Geotech Consultants International, Inc., dba GCI, Inc. for Construction Phase Owner Authorized Representative (OAR) Services for V-01062, North Terminal Complex Chiller Replacement and authorize funding from GARBs in the total not-to-exceed fee amount of $249,925; and, (4) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review.

C. New Business Item C is a Recommendation of the Capital Management Committee to Update the Fiscal Year 2026-2031 Capital Improvement Program for Orlando International Airport (MCO)

Mr. Good expressed his support for this item and commended staff for their efforts. Mr. James inquired whether funds associated with completed projects were included in the proposed budget. Mr. Brown explained that the funds represent excess funds remaining from completed projects within the Capital Improvement Program. Chair Kopelousos thanked Mr. Brown and Staff for their efforts and for prioritizing key projects, including roofs, airfield capacity, and parking.

Upon motion by Mayor Demings, second by Mr. Good, vote carried to accept the recommendation of the Capital Management Committee to: (1) approve the MCO Fiscal Year 2026-2031 Capital Improvement Program as presented in the memorandum; (2) authorize the Interim Chief Financial Officer, following approval of the Capital Improvement Program (CIP), to make subsequent updates to the CIP, provided that such updates are limited to funding optimization opportunities and do not increase or otherwise alter the overall approved CIP budget; and, (3) authorize staff to update the Joint Automated Capital Improvement Program based on the new Fiscal Year 2026-2031 Capital Improvement Program.

D. New Business Item D is a Recommendation of the Capital Management Committee to Update the Fiscal Year 2026-2031 Capital Improvement Program for Orlando Executive Airport (ORL)

Upon motion by Mayor Dyer, second by Mr. Giordano, vote carried to accept the recommendation of the Capital Management Committee to: (1) approve the update of the Orlando Executive Airport Fiscal Year 2026-2031 Capital Improvement Program as presented in the memorandum; (2) authorize the Interim Chief Financial Officer, following approval of the Capital Improvement Program (CIP), to make subsequent updates to the CIP, provided that such updates are limited to funding optimization opportunities and do not increase or otherwise alter the overall approved CIP budget; and, (3) authorize staff to update the Joint Automated Capital Improvement Program based on the update to the Fiscal Year 2026-2031 Capital Improvement Program.

E. New Business Item E is a Recommendation to Approve the Fourth Amended and Restated Resolution Relating to Airline Rates and Charges and Airline Operating Terms and Conditions for the Use of the Facility and Services at Orlando International Airport (MCO)

Mr. James inquired about the proposed one-year extension and the staff's rationale for extending the agreement. Mr. Elias explained that the extension would allow for completion of the Master Plan, which includes long-term projections, providing the airlines with sufficient financial information to make longer-term commitments. Mr. James also inquired about the rebate program, including its use by other airports and its financial treatment. Mr. Elias stated that a majority of airports utilize various business frameworks, although revenue-sharing arrangements vary by airport. Mr. Elias agreed to provide Mr. James with statistics regarding the percentage of airports participating in similar programs. Mr. Giordano inquired about the allocation of costs associated with remote screening. Mr. Elias explained that the costs are based on operation of the facility and, under the proposed agreement, would be passed through to the airlines through the baggage fee. Discussion ensued.

Upon motion by Mr. Good, second by Mr. Giordano, the motion carried by a vote of 6-1, with Mr. James voting in opposition, to accept the recommendation to: (1) approve the Fourth Amended and Restated Rate Resolution; (2) approve the Rate Methodology and the specific Rates and Charges calculated thereunder for the use and occupancy of the Airport beginning October 1, 2026, and authorize the Chief Executive Officer to provide notice to the airlines operating at the Airport of such Rates and Charges; (3) approve the form and concept of the Rate and Revenue Sharing Agreement, including any changes thereto not inconsistent with the Resolution

that are deemed reasonable and appropriate by the Chief Executive Officer after review by legal counsel; (4)authorize and direct the Chief Executive Officer to execute from time to time Rate and Revenue Sharing Agreements with airlines satisfying the conditions thereof to the extent a sufficient number of airlines, in the Chief Executive Officer's discretion, executes such agreements; (5) approve the forms of Letter of Authorization and Operating Permit, including any changes thereto not inconsistent with the Resolution that are deemed reasonable and appropriate by the Chief Executive Officer after review by legal counsel; and, (6) authorize Staff to develop, adopt, amend, modify, and implement from time to time such operational policies and procedures for the use and occupancy of the Airport that are not inconsistent with the Resolution.

F. New Business Item F is a Recommendation for Final Adoption of the Aviation Authority's Budget for the Fiscal Year Beginning October 1, 2026, and ending September 30, 2027

Upon motion by Mr. Giordano, second by Mr. Good, vote carried to accept the recommendation to: (1) approve the Resolution to adopt the Aviation Authority's Budget for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027; and, (2) authorize the Board Chair and Assistant Secretary to execute the Resolution.

ADJOURNMENT

8. There being no further business to be considered, Chair Kopelousos adjourned the meeting at 3:01 p.m.

_____
Angelica Matos
Recording Secretary

_____
Lance Lyttle
Chief Executive Officer

Greater Orlando Aviation Authority

Memorandum

DATE October 21, 2026

TO: Members of the Aviation Authority

FROM: Angelica Matos, Assistant Vice President, Board & Executive Services

Item Description

Recommendation to Accept Aviation Authority Committee Minutes

Background

The following Aviation Authority Committee meeting minutes are provided in conjunction with the agenda package for the board meeting:

1. February 5 and May 21, 2026, ART Committee
2. August 25, 26, and 31, 2026, Procurement Committee
3. February 13, March 20, April 5, May 2 and 17, August 19, September 23, November 7, and December 5, 2024; January 14, February 6, April 3, and 18, May 1, June 12, August 7, and November 6, 2025; January 8, February 12, March 23, April 13, June 8, and 17, and July 22, 2026, Retirement Benefits Committee.

The minutes package is provided under separate cover on the website at: www.flymco.com

Recommended Action

It is respectfully requested that the Aviation Authority Board resolve to accept the above-referenced minutes for filing.

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Kelly Loll, Senior Vice President, Procurement Services

Item Description

Recommendation to Dispose of Surplus Property

Background

Section 709 of the Amended and Restated Airport Facilities Bond Resolution (the "Bond Resolution") and Aviation Authority Policies and Procedures Sections 450.05 (Disposal of Surplus Property, Scrap and Trash) and 450.11 (Property Control) permit the Aviation Authority to dispose for fair and reasonable value at any time, any property constituting part of the Airport System (as such term is defined in the Bond Resolution.

Section 709 of the Bond Resolution specifically authorizes the sale or disposition of any property constituting part of the Airport System which an Authorized Officer of the Authority certifies to be obsolete, uneconomical, negligible, worn out or surplus property, or property no longer necessary, useful or profitable in the operation of the Airport System provided the transaction is for fair and reasonable value and conducted at arm's length. Section 450.05 specifically defines a Surplus Items as declared "excess" pursuant to Section 450.11.

Section 709 of the Bond Resolution further provides that any proceeds from the sale or disposition of property not used to replace such property such disposal are to be applied in the same manner and to the same purposes as "Revenues" under the Bond Resolution or shall be utilized for such other purpose as may be required by law or contract.

Recommendation

The Aviation Authority Staff recommends certification of surplus items listed on Exhibit A attached hereto (the "Subject Property"), in accordance with Aviation Authority policies. Disposal of the Subject Property is consistent with the Aviation Authority's Bond Resolution and Policies and Procedures referenced above.

Small Business

Not Applicable.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

None.

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation to: (1) certify the Subject Property listed in Exhibit A attached to this memorandum to be obsolete, uneconomical, negligible, worn out or surplus property, or property no longer necessary, useful, or profitable in the operation of the Airport System; and, (2), authorize Staff to dispose of the Subject Property in accordance with the Aviation Authority's Bond Resolution and Policies and Procedures.

Exhibit A

ASSETS NEEDING BOARD APPROVAL
FOR OCTOBER 2026 MEETING

ASSET #	TAG #	GOAA GENERAL	METHOD OF DISPOSAL
159505	65495	Printer, Color, Large Format/Wide Format, "SureColor P800"	Auction
159504	65496	Printer, Color, Large Format/Wide Format, "SureColor P800"	Auction
159503	65497	Printer, Color, Large Format/Wide Format, "SureColor P800"	Auction
180408	59047	Reader, Barcoded Boarding Pass, w/Receipt Printing Port, 2D, Access	Auction
133873	61842	Reader, Barcoded Boarding Pass, w/Receipt Printing Port, 2D, Access	Auction
116405	51221	Desk, Dbl Ped, Wood Lt Cherry	Auction
115855	51222	Credenza, Triple, Light Cherry Wood	Auction
119916	54144	Fire Extinguisher, 125 LB, Pressurized	Scrap Metal Sale
119925	54153	Fire Extinguisher, 125 LB, Pressurized	Scrap Metal Sale
122783	54221	Fire Extinguisher, Pressurized, Wide Wheeled, Purple K Chemical, 125lb	Scrap Metal Sale

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Angelica Matos, Assistant Vice President, Board & Executive Services

Item Description

Recommendation to Adopt 2027 Aviation Authority Board Calendar

Background

The Uniform Special District Accountability Act of 1989, Chapter 189, Florida Statutes, requires the Aviation Authority to file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities.

As stated in the Aviation Authority's Bylaws, at the discretion of the Chair, the Board meets for a regular workshop session on the first Wednesday of each month at a location designated by the Chair. Regular board meetings are held on the third Wednesday of each month in the Carl T. Langford Board Room in the Aviation Authority offices in the main terminal building at Orlando International Airport.

Recommendation

For calendar year 2027, it is recommended that the Board adopt the following proposed calendar for regular board meetings:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
20	17	17	21	19	16	21	18	15	20	17	15

The meetings begin at 2 p.m. in the Carl T. Langford Board Room of the Greater Orlando Aviation Authority offices in the main terminal building at Orlando International Airport, One Jeff Fuqua Boulevard, Orlando, Florida 32827.

Small Business

Not applicable.

Associated Board Agenda Items

There are no Associated Board Agenda Items.

Fiscal Impact

Not applicable.

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation to adopt its calendar for January - December 2027.

CONSENT AGENDA ITEM – C –

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Stephanie Kopelousos, Chair

Item Description

Recommendation of the Chair for Committee Appointments

Background

The Chair of the Aviation Authority appoints members to certain committees and designates the Chair of each committee, subject to confirmation by the Board.

Recommendation

I request confirmation of the following appointments:

Finance Committee
- Dan Giordano, Chair
- Orange County Mayor
- Stephanie Kopelousos

Commercial Properties Development Committee
- Joe Nunizata, Chair
- Jason James
- Mayor Dyer
- Stephanie Kopelousos

Compensation Committee
- Jason James, Chair
- Stephanie Kopelousos
- Joe Nunziata

MetroPlan Orlando
- Dan Giordano – GOAA Representative
- Joe Nunziata – Alternate GOAA Representative and Non-Voting Advisor

Small Business

Not applicable.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

None.

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to confirm these appointments.

CONSENT AGENDA ITEM – D –

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Rishma Khimji, Chief Information Officer

Item Description

Recommendation to Approve the Award of Other Entity Contract (OEC) 26-942-OEC to Insight Public Sector Inc. for the Renewal of the ReliaQuest Security Operations Platform Subscription Agreement, Using the State of Florida NASPO ValuePoint Software Contract No. 43230000-23-NASPO-ACS

Background

The ReliaQuest service combines a fully managed Security Operations Center (SOC) with the GreyMatter platform, integrating our existing security tools to provide centralized visibility, advanced threat intelligence, automated alert triage, and rapid incident response across on-premises, cloud, network, and endpoint environments. The SOC augments the Information Security team with 24x7 monitoring and expert support to proactively detect, investigate, and contain threats before they impact airport operations. The service delivers continuous monitoring, threat analysis, and response assistance, strengthening cybersecurity resilience, enhancing internal capabilities, and safeguarding critical airport systems against increasingly sophisticated cyber threats. This allows us to be compliant with the Transportation Security Administration emergency amendment for cybersecurity that was issued in 2023, requiring regulated airports to implement specific cybersecurity measures.

This subscription has been supported through the Florida Digital Government Grant program, with funding awarded for FY23-24 for Year 1 and FY24-25 for Year 2. FY25-26 represents the third year of the ReliaQuest support services and the first year funded directly by the Aviation Authority at a cost of $242,000.

For FY26-27, the Aviation Authority is requesting approval for a one-year renewal in the amount of $297,245.30 while initiating a formal solicitation for a future Managed SOC service. The coverage period for these services is September 1, 2026 through August 31, 2027. Currently the continued investment in ReliaQuest will ensure uninterrupted 24x7 security monitoring and incident response capabilities while the organization evaluates long-term sourcing options and maintains a strong cybersecurity posture.

26-942-OEC was submitted to nine vendors on State of Florida NASPO ValuePoint Software Contract No. 43230000-23-NASPO-ACS. Out of nine vendors solicited, Insight Public Sector, Inc. was the only responsive and responsible bidder. Eight vendors responded with a No-Bid.

Bid #	Company Name	Total Bid Amount	Bid #	Company Name	Total Bid Amount
1	Insight Public Sector	$297,245.30	6	IronBow	NO BID
2	Accel Bi	NO BID	7	Presidio	NO BID
3	Carahsoft	NO BID	8	SHI	NO BID
4	CDWG	NO BID	9	Word Wide Tech	NO BID
5	Howard Tech	NO BID			

Recommendation

Staff recommends renewal of the annual ReliaQuest security operations platform subscription agreement that includes maintenance and licensing. This will provide us with a fully managed, 24x7 cybersecurity monitoring and response capability and necessary support for the length of the subscription.

This award is based on an Other Entity Contract in accordance with Aviation Authority Policy 450.02. Under this policy, the Aviation Authority may acquire goods, services, or professional services from a supplier that has a requirements contract, annual agreement, or multi-year contract with a public entity, including a federal, state, county, city, authority, school board, or buying cooperative, for goods, services, or professional services described in the contract and at prices or discounts no less favorable than those outlined in the contract.

State of Florida NASPO Valuepoint Software Contract #43230000-23-NASPO-ACS is effective until 04/24/2027, with renewal options until 2031. Per the Contract, Insight Public Sector Inc must offer the services based on the price list included with the OEC. Procurement Staff confirmed that the pricing is in accordance with the OEC.

The term of the resulting contract is for year three of three, without options to renew. Coverage period for these support services is September 1, 2026 through August 31, 2027.

Small Business

The Office of Business Opportunity & Exchange has reviewed the requirements for the above-referenced procurement and determined that it does not require a small business participation goal.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

The fiscal impact of this procurement is $297,245.30, to be made in one lump-sum payment. Funding required in the current and subsequent fiscal years will be allocated from the Operations and Maintenance Fund, as approved through the budget process and when funds become available.

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to: (1) approve the procurement of a ReliaQuest security operations platform subscription renewal agreement to Insight Public Sector Inc., based on State of Florida NASPO Valuepoint Software Contract No. 43230000-23-NASPO-ACS; (2) authorize funding from the Operations and Maintenance Fund in the lump-sum amount of $297,245.30; and, (3) authorize Staff to issue the purchase order and any other required documentation following satisfactory legal review.

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Kelly Loll, Chair, Procurement Committee

Item Description

Recommendation of the Procurement Committee to Exercise the Second and Final Renewal Option to Contract 01-23 for Roadway and Exterior Electrical Maintenance Services, with Transportation Systems, Inc.

Background

This Contract requires Transportation Systems, Inc. to provide all labor, supervision, materials, miscellaneous parts, equipment, tools, and all other accessories, services, and preparation of maintenance of traffic for repairing or replacing light fixture controls, or electrical service related equipment associated with signs, lighting, bridges, buildings or structures and other associated equipment, and all other items necessary or proper for, or incidental to, performing roadway electrical maintenance and electrical services at the Orlando International Airport in accordance with the Contract documents.

On September 21, 2022, the Aviation Authority Board awarded Contract 01-23 to Transportation Systems, Inc. The initial term of the Contract was for three years, effective December 1, 2022, at the initial cost of $862,273.75, with the Aviation Authority having options to renew the Contract for two additional periods of one year each.

On February 24, 2026, the Senior Vice President of Procurement Services approved the first renewal option effective December 1, 2025, through November 30, 2026, in the not-to-exceed amount of $247,125.25.

Recommendation

Transportation Systems, Inc. agrees to the second and final renewal option through November 30, 2027, with the same terms and conditions and no increase to unit prices. Transportation Systems, Inc. has maintained appropriate staffing levels, completed required repairs and materials on schedule, and provided adequate equipment to perform roadway electrical maintenance and electrical services since the start of the Contract.

Pricing is based on standard hourly labor rates for standard and non-standard work hours and a percentage mark-up for subcontractor's services and provided parts and materials. The actual amount paid to the Contractor is based on actual services requested, performed, and approved by the Aviation Authority in accordance with the Contract pricing.

The value for the second and final renewal option is a not-to-exceed amount of $247,125.25.

On October 1, 2026, the Procurement Committee recommended the second and final renewal option to Contract 01-23 for Roadway and Exterior Electrical Maintenance Services, with Transportation Systems, Inc.

CONSENT AGENDA ITEM – F –

Small Business

The Office of Business Opportunity & Exchange has reviewed the above-referenced contract and determined that LDB/VBE participation is not applicable.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

The fiscal impact of the second and final renewal option is a not-to-exceed amount of $247,125.25. Funding required will be allocated from the Operations and Maintenance Fund, as approved through the budget process and when funds become available.

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Procurement Committee to: (1) approve the second and final renewal option to Contract 01-23, Roadway and Exterior Electrical Maintenance Services, with Transportation Systems, Inc.; (2) authorize funding from the Operations and Maintenance Fund in the not-to-exceed amount of $247,125.25; and, (3) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review.

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Jeff Daniels, Interim Vice President, Facilities

Item Description

Recommendation to Approve the Purchase of One Hydro-Pump Truck from Everac Equipment, LLC Utilizing the Sourcewell Contract# 101221-GPV

Background

Currently, the Facilities Department relies entirely on external contractors to perform essential services such as storm water drain cleaning, responding to sewage drain overflows, managing various spills across the property, and handling other environmental cleanups. Because many of these incidents are addressed on an emergency basis, the Authority faces unpredictable response times, operational delays, and high costs. In FY26, the Authority has incurred $274,730.67 in emergency response costs from outside contractors over 18 separate responses.

This request is for the purchase of one Hydro-Pump Truck, which will assist in the transition of Aviation Authority's environmental and drainage maintenance from a contractor model to an in-house operation. Acquiring a Hydro-Pump Truck will eliminate contractor dependency by giving internal teams the capability to respond instantly to hazardous spills and sewage overflows, thereby minimizing environmental risks and ensuring strict regulatory compliance.

Recommendation

This award is based on an Other Entity Contract in accordance with Aviation Authority Policy 450.02: The Aviation Authority may acquire Goods, Services and Professional Services from a Supplier having a requirements contract, annual agreement, or multi-year contract with any public entity (e.g., federal, state, county, city, authority, school board, Buying Cooperative, etc.) for Goods, Services, or Professional Services described in the contract and at prices or discounts no less favorable than any outlined in such Contracts.

Pursuant to the terms of the Sourcewell Contract, Everac Equipment LLC has proposed the price of $626,715.44 for one Hydro-Pump Truck. Sourcewell Contract# 101221-GPV effective until November 29, 2026.

Small Business

The Office of Business Opportunity & Exchange has reviewed the above-referenced purchase and determined that an LDB/VBE goal is not applicable; due to the purchase being made through an Other Entity Contract (OEC), specifically the Sourcewell Contract# 101221-GPV.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

The fiscal impact of this purchase is a not-to-exceed amount of $626,715.44. Funding is from the previously approved Capital Expenditure Fund.

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to: (1) approve the purchase of one Hydro-Pump Truck from Everac Equipment LLC, utilizing Sourcewell Contract# 101221-GPV; (2) authorize funding from the previously approved Capital Expenditure Fund in the not-to-exceed amount of $626,715.44; and, (3) authorize the Procurement Services to issue the necessary purchase order.

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Olimpia Lonsdale, Chair, Procurement Committee

Item Description

Recommendation of the Procurement Committee to Award Request for Proposal 26-414-RFP, Variable Frequency Drive Repair and Replacement Services, to SJ Electro Systems, LLC d.b.a. ICON Technologies

Background

On February 27, 2026, the Aviation Authority issued Request for Proposal 26-414-RFP Variable Frequency Drive Repair and Replacement Services. This Contract shall provide all labor, supervision, parts and components, tools, equipment, consumables, and all other items necessary or proper for, or incidental to, performing troubleshooting, detailed diagnostics, programming, repair, and/or replacement of the Variable Frequency Drives serving the Aviation Authority's heating, ventilation, and air conditioning (HVAC) systems.

Recommendation

On March 31, 2026, the following responses were received, listed in alphabetical order:

RESA Service LLC
SJ Electro Systems, LLC d.b.a. ICON Technologies
Stark Tech Operating Company, LLC
Strut Mechanical Inc.

The Procurement Committee reviewed and scored the proposals as follows:

EVALUATION CRITERIA	***MAX. POINTS***	***RESA Service LLC***	***SJ Electro Systems, LLC. d/b/a ICON Technologies***	***Stark Tech Operating Company, LLC.***	***Strut Mechanical Inc***
Relevant Experience of Firm and Feedback From References	25	19	21	21	13
Relevant Experience and Training of Contractor's Personnel	20	18	16	9	10
Approach and Methodology	15	13	12	12	9
Other Requirements	10	9	9	8	8
Price	30	20.53	23.75	24.83	30.00
Total Score	***100.00***	***79.53***	***81.75***	***74.83***	***70.00***

Based thereon, the Procurement Committee recommended the overall ranking as follows:
First: SJ Electro Systems, LLC. d/b/a ICON Technologies
Second: RESA Service, LLC
Third: Stark Tech Operating Company, LLC.
Fourth: Strut Mechanical Inc.

CONSENT AGENDA ITEM – H –

Small Business

The Office of Business Opportunity & Exchange has reviewed the requirements for this procurement and has determined that no participation is required due to the nature and specialized scope of services to be provided.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

The value of the five-year contract would be a not-to-exceed amount of $772,500. Funding required in the subsequent fiscal years will be allocated from the Operations and Maintenance Fund as approved through the budget process and when funds become available.

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Procurement Committee to: (1) approve the ranking of proposals for 26-414-RFP, Variable Frequency Drive Repair and/or Replacement Services; (2) award Request for Proposal 26-414-RFP to SJ Electro Systems, LLC d.b.a. ICON Technologies; (3) authorize funding from the Operations and Maintenance Fund in the not-to-exceed amount of $772,500; and, (4) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review.

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Lance Lyttle, IAP, Chief Executive Officer

Item Description

Recommendation to Reject All Responses to Request for Statements of Qualifications 26-327-RFSQ, South Park Place Overflow Parking Improvements Re-Solicitation (Design-Build Services BP-00502) and Authorize Staff to Issue a Solicitation with a Revised Method of Procurement

Background

On March 22, 2026, the Aviation Authority released Request for Statement of Qualifications (RFSQ) Solicitation 26-327-RFSQ, South Park Place Overflow Parking Improvements Re-Solicitation (Design-Build Services BP-00502).

On April 21, 2026, the Aviation Authority received one (1) No Bid and three (3) Responses from the following firms, in alphabetical order:

1. Hubbard Construction Company
2. The Middlesex Corporation
3. Watson Civil Construction, Inc.

On May 27, 2026, the Procurement Committee shortlisted all three firms for interviews following their submission of technical and price proposals.

On June 29, 2026, Step 2 of this solicitation was released to the shortlisted firms listed above. On August 20, 2026, the shortlisted firms submitted their technical and price proposals.

On September 21, 2026, the Procurement Committee interviewed and ranked the Respondents as follows:

1. The Middlesex Corporation
2. Hubbard Construction Company
3. Watson Civil Construction, Inc.

Recommendations

Upon further review of the published Evaluation Criteria and other solicitation requirements, Staff recommends that it is in the best interest of the Aviation Authority to reject all responses in order to issue a solicitation for this project with revised requirements and construction delivery method, using a new method of procurement. The intent is to solicit as a design-bid-build project in order to obtain more competition and better pricing.

The Aviation Authority's Procurement Services Operational Policy 450-02 currently requires Aviation Authority Board approval to reject all solicitation responses after the solicitation due date for any new procurement over $1,000,000.

Small Business

This solicitation has a Small Business Participation Goal of 8% LDB/VBE.

The Office of Business Opportunity & Exchange will set goals for the re-solicitation based on federal and Aviation Authority guidelines.

Associated Board Agenda Items

There are no Associated Board Agenda Items.

Fiscal Impact

There is no fiscal impact

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation to: (1) reject all responses to Request for Statements of Qualifications for 26-327-RFSQ, South Park Place Overflow Parking Improvements Re-Solicitation (Design-Build Services BP-00502), and (2) authorize Staff to issue a solicitation for the project with a revised method of procurement.

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Kevin Thompson, Assistant Vice President (AVP), Planning

Item Description

Recommendation to Approve a Form Letter of Agreement (LOA) for Temporary Vertipad Operations at Orlando International Airport (MCO) between the Aviation Authority and Electric Vertical Takeoff and Landing (eVTOL) Operators

Background

The Aviation Authority is evaluating opportunities to support the emerging Advanced Air Mobility (AAM) industry and facilitate the safe integration of eVTOL aircraft operations at MCO. To support this initiative, the Aviation Authority has established a takeoff and landing site located within the existing Atlantis Surface Parking Lot (Vertipad), which may be utilized by aircraft manufacturers and operators seeking Federal Aviation Administration (FAA) certification, demonstration flights, and operational testing associated with future eVTOL passenger and cargo services to and from a commercial service airport.

The proposed LOA establishes the operational requirements, safety procedures, coordination protocols, insurance requirements, and indemnification provisions governing the use of the temporary Vertipad. The LOA requires operators to obtain prior approval before conducting operations, coordinate with Aviation Authority staff and aircraft rescue and firefighting personnel, comply with FAA air traffic control requirements, operate only during daytime visual meteorological conditions, and maintain specified insurance coverage throughout the term of operations.

The LOA is intended to provide a standardized framework that enables the Aviation Authority to accommodate limited eVTOL flight testing and demonstration activities while maintaining appropriate operational, safety, security, and risk management protections. The agreement may be modified or terminated by the Aviation Authority as operational needs, regulatory requirements, or industry developments warrant.

Recommendation

Staff recommends approval of the LOA for Temporary Vertipad Operations at MCO.

The LOA does not grant any exclusive operating rights, property interests, or long-term development rights and is intended solely to govern temporary Vertipad operations conducted with prior Aviation Authority approval.

Small Business

Not applicable.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

None.

CONSENT AGENDA ITEM – J –

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of staff to: (1) approve the form LOA for Temporary Vertipad Operations at Orlando International Airport substantially in the form presented; and, (2) delegate authority to the Chief Executive Officer, or an authorized Designee, to execute future LOAs with individual operators in substantially the same form presented following satisfactory legal review.

Greater Orlando Aviation Authority - MCO
[Operator]

LETTER OF AGREEMENT

EFFECTIVE DATE: _____ 2026

SUBJECT: Temporary Vertipad Operations

1. **PURPOSE**. This Letter of Agreement (LOA) establishes procedures pertaining to the use and operation of the Temporary FATO listed in Attachment 1 ("Vertipad") at Orlando International Airport ("MCO") for original equipment manufacturers or operators that are seeking Federal Aviation Administration ("FAA") certification to provide commercial electric vertical takeoff and landing operations to the general public.

2. **SCOPE**. The procedures and responsibilities in this Agreement are applicable only to aircraft operating to/from the MCO Vertipad.

3. **PROCEDURES**. The _____ ("Operator") shall be responsible for ensuring that all of its pilots operating to/from the Vertipad are familiar and comply with requirements specified in this agreement.

    a. Operators must call at least twenty-one (21) days in advance to obtain permission to land at the Vertipad. Call Airfield Operations, at 407.825.2036. Permission may be sought and granted with less than 21 days' notice at the discretion of the Aviation Authority.
    b. The Operator shall schedule an aircraft familiarization and provide a data sheet on the aircraft it intends to operate to the Aviation Authority Aircraft Rescue and Fire Fighting Department, prior to commencing operations.
    c. Operators desiring to utilize the Vertipad, within the preceding 90 days of the operation, shall either (1) complete an arrival and departure to / from the Vertipad in a Flight Training Device OR (2) conduct a flight (as pilot or observer) in a helicopter approximating the approach and departure to/from the Vertipad. Once completed, written notice shall be provided to the Aviation Authority.
    d. Arriving/departing aircraft shall maintain communication with the FAA Tower at MCO as required by FAA regulations at all times.
    e. The Vertipad is certified for up to a 12:1 approach/departure slope for obstruction clearance.
    f. All operations shall be conducted during daytime Visual Meteorological Conditions (VMC).

g. Arriving/Departing aircraft shall be equipped to operate in Class B airspace.
h. Aircraft arrival and departure flows will be as depicted on Attachment 2 or as modified or adapted through mutual coordination with GOAA-MCO or as directed by air traffic control.
i. Passenger and cargo carriage for compensation or hire are not permitted at the Vertipad at this time.
j. Operators shall be responsible for all charging of its aircraft, mobile or otherwise, at its sole cost and expense.
k. The Operator shall acknowledge, agree, and adhere to the insurance and indemnity as set forth in Attachment 3.

4. **MISCELLANEOUS**. This Letter of Agreement may be cancelled or revised by the Greater Orlando Aviation Authority, in its sole and absolute discretion, upon no less than thirty (30) days prior written notice to Operator, provided however that in the event of an emergency or FAA-directed action, the Aviation Authority may terminate this LOA upon such shorter notice as is reasonably practicable under the circumstances.

5. **ATTACHMENTS**.
   a. Attachment 1, Vertipad with operations applicable to this agreement.
   b. Attachment 2, Vertipad Arrival and Departure Routes (Exhibits 1-4)
   c. Attachment 3, Indemnification and Insurance

6. **SIGNATURES**.

Greater Orlando Aviation Authority

By:_____
Lance Lyttle
CEO

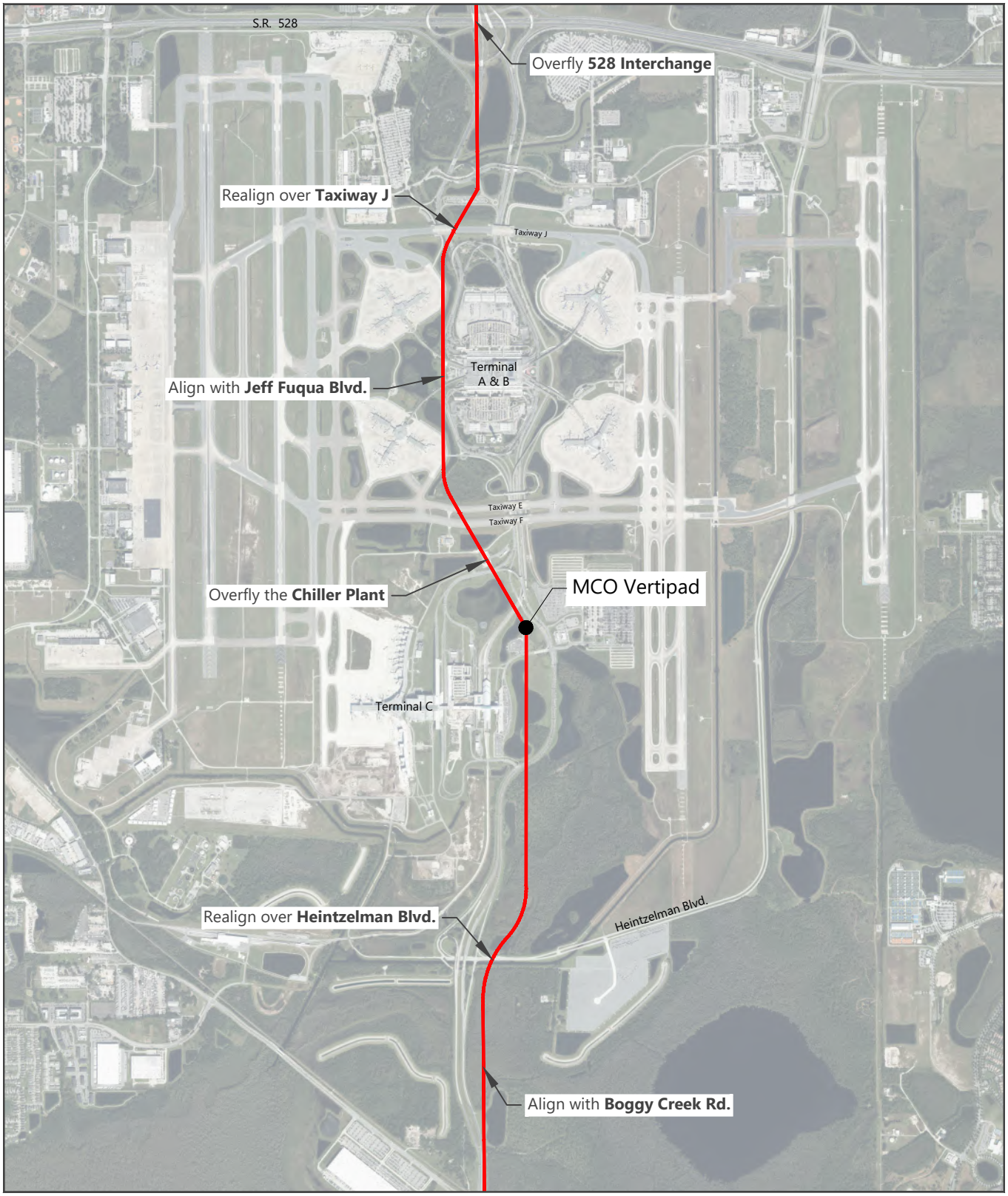
_____("Operator")

By:_____
Print Name:_____
Title:_____

ATTACHMENT 1

Temporary Vertipad	Location coordinates
MCO Vertipad Orlando International Airport One Jeff Fuqua Blvd. Orlando, FL 32827	Lat N 28° 24’ 58.64’’ Long: W 081° 18’ 20.96’’

ATTACHMENT 2
[Arrival/Departure Routes]



SOURCE: US Department of Transportation, Federal Aviation Administration, MCO HITL Participant Briefing, August 2025 (route map); Ricondo & Associates, Inc., August 2026 (routes adjusted); Martinez Geospatial, Basemapping and Aerial Photography, August 2025 (aerial); Ricondo & Associates, Inc., September 2026 (exhibit).

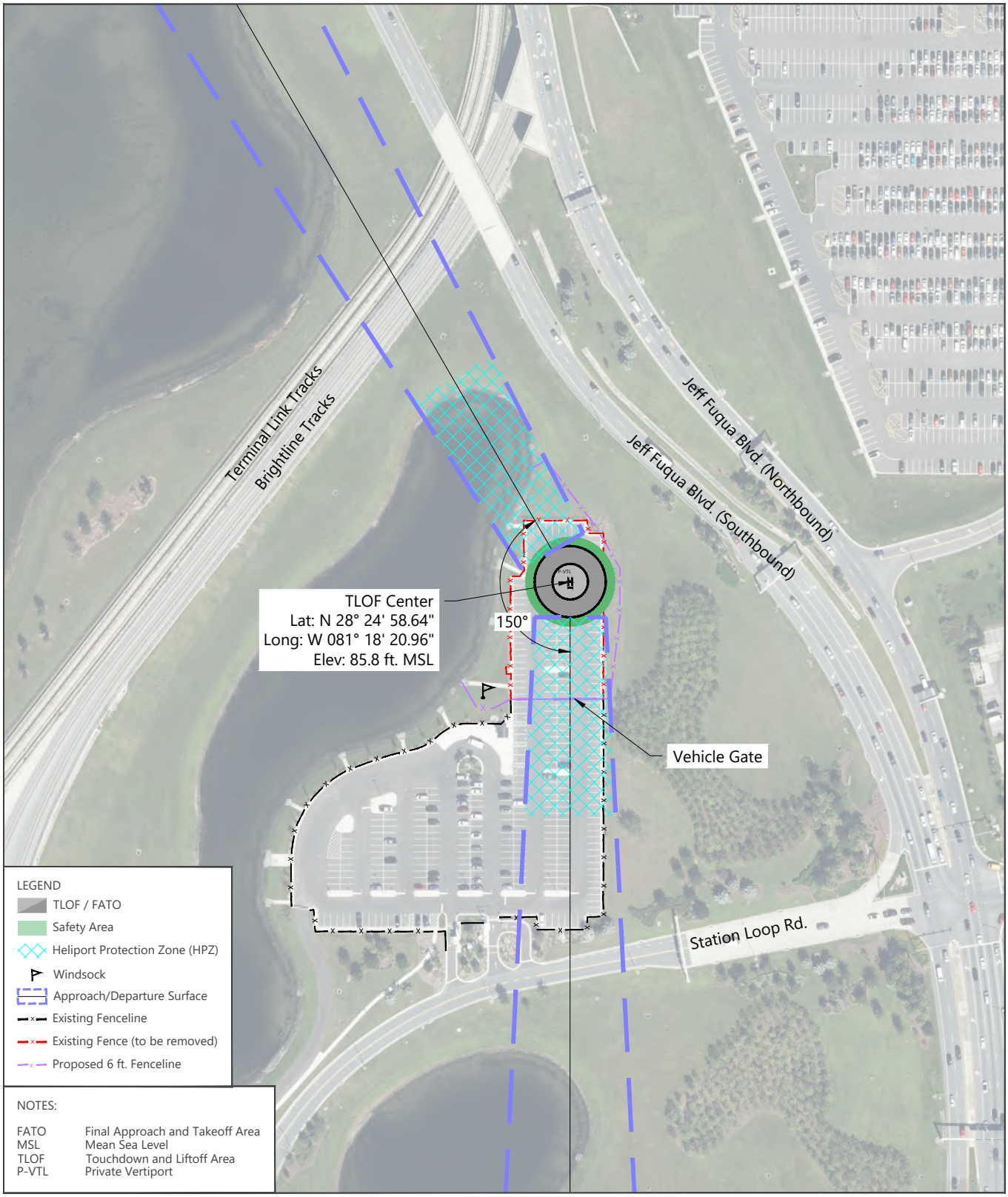
EXHIBIT 1

NORTH 0 3,000 ft

AAM/eVTOL ARRIVAL AND DEPARTURE ROUTES

Drawing: Z:\Shared\Projects_PROJECTS\GOAA (MCO)\21041212-General_Services\26-03-AAM_Support\11-LOA-Exhibits\AutoCAD\MCO_AAM_Vertipad-LOA-Ex1_InnerApproach.dwgLayout: 8.5x11P Plotted: Sep 9, 2026, 09:28AM

H-431 Parking Lot Atlantis Vertipad

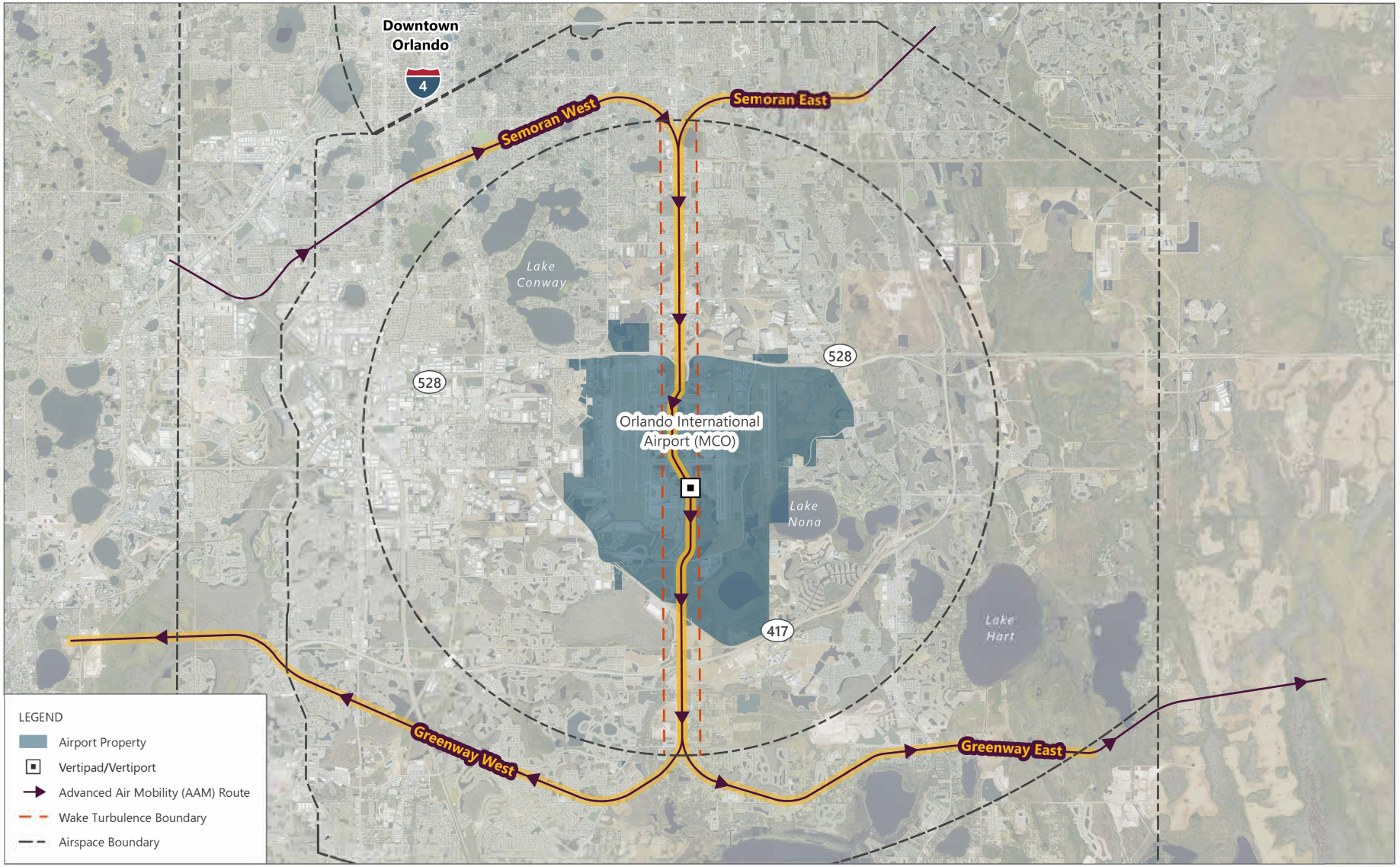


SOURCE: Martinez Geospatial, Basemapping and Aerial Photography, August 2025 (aerial); Ricondo & Associates, Inc., September 2026 (Vertipad site plan).

EXHIBIT 2

VERTIPAD SITE PLAN

Drawing: Z:\Shared\Projects_PROJECTS\GOAA (MCO)\21041212-General_Services\26-03-AAM_Support\11-LOA-Exhibits\AutoCAD\eVTOL - Train Station Site - 0908.dwgLayout: LOA-Exhibit Plotted: Sep 9, 2026, 09:29AM



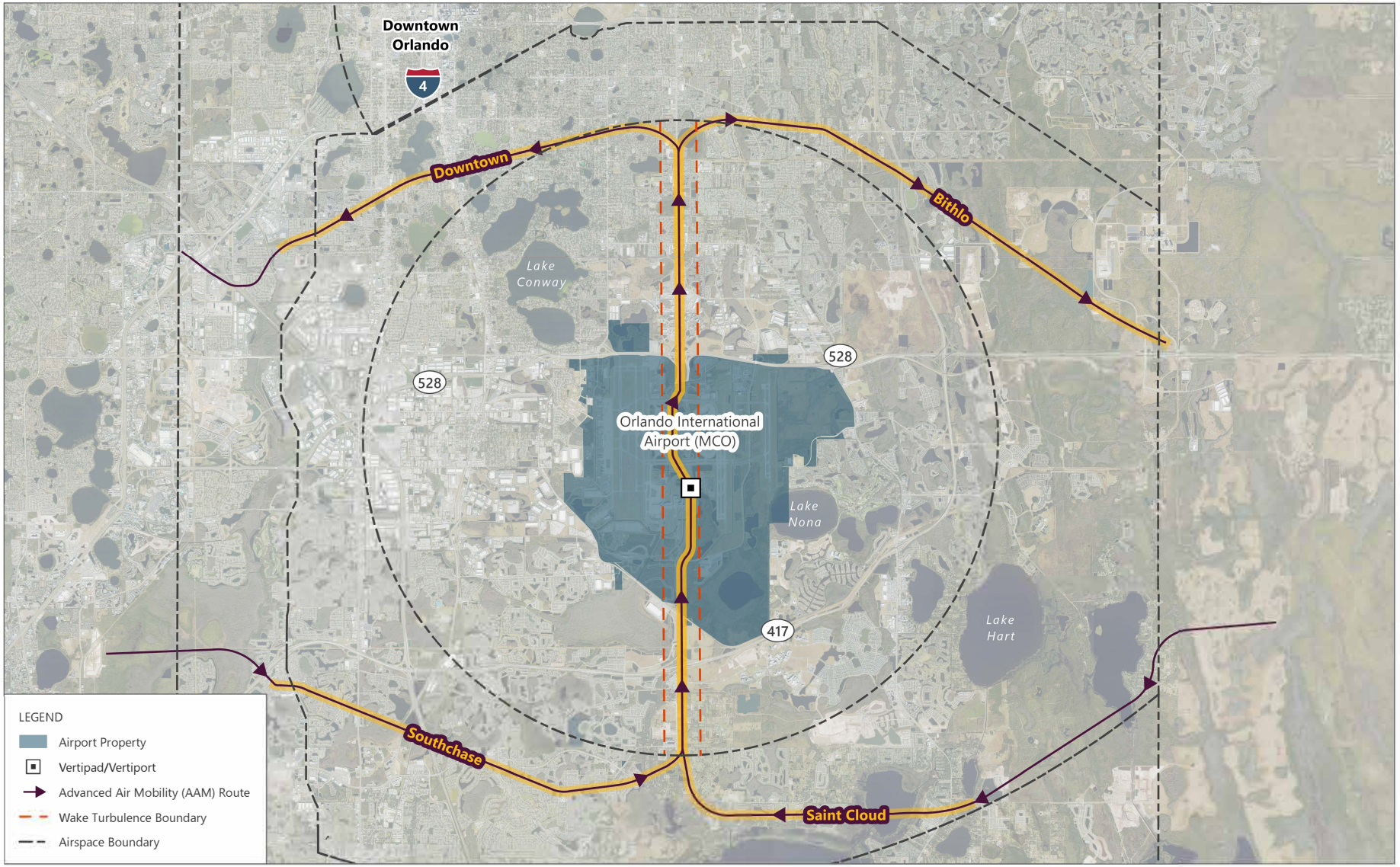
SOURCES: US Department of Agriculture National Agriculture Imagery Program, June 2025 (aerial photography – for visual reference only, may not be to scale); Greater Orlando Aviation Authority, *Airport Layout Plan*, December 2023 (Airport property boundary); Federal Aviation Administration – Aeronautical Information Services, 2025 (airspace, routes); Federal Aviation Administration, *Engineering Brief 105*, September 2022 (vertipads/vertiports).

EXHIBIT 3

AAM/eVTOL ARRIVAL AND DEPARTURE ROUTES
SOUTH FLOW

Project: P:\GIS\Projects\MCO\APRX\MCO_AAMFlightPaths_20251030.aprx Layout: MCO_AAM_Exh3_SouthFlow_2026_0909

ATTACHMENT 2
[Arrival/Departure Routes]



SOURCES: US Department of Agriculture National Agriculture Imagery Program, June 2025 (aerial photography – for visual reference only, may not be to scale); Greater Orlando Aviation Authority, *Airport Layout Plan*, December 2023 (Airport property boundary); Federal Aviation Administration – Aeronautical Information Services, 2025 (airspace, routes); Federal Aviation Administration, *Engineering Brief 105*, September 2022 (vertipads/vertiports).

EXHIBIT 4

AAM/eVTOL ARRIVAL AND DEPARTURE ROUTES
NORTH FLOW

Project: P:\GIS\Projects\MCO\APRX\MCO_AAMFlightPaths_20251030.aprx Layout: MCO_AAM_Exh4_NorthFlow_2026_0909

H431 Parking Lot Atlantis Vertipad

ATTACHMENT 3

INDEMNIFICATION AND INSURANCE

A. <u>Indemnification</u>.

Operator shall indemnify, defend and hold harmless the Aviation Authority, the City of Orlando and the members (including, without limitation, all members of the governing board and the advisory committees of each), officers, agents and employees of each, (the "Indemnified Parties") from and against any and all third party claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities (including statutory liability and liability under Workers' Compensation Laws), and reasonable legal expenses which may be incurred by, charged to or recovered from any of the foregoing (a) arising directly out of the use, occupancy of the Vertipad, including any improvement thereto, or Operator's operations at the Vertipad or at Orlando International Airport or in connection with any of Operator's rights and obligations contained in this LOA, including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to any property which arises as a result of any act or omission on the part of Operator or its officers, directors, partners, employees, agents, contractors, subcontractors, or licensees, regardless of where the damage, injury or death occurred; (b) arising out of the failure of Operator to keep, observe or perform any of its obligations under this LOA; (c) any "Release" as defined in Section 101(22) of CERCLA, of any Hazardous Substance placed into, on or from the Vertipad or at MCO by Operator at any time after the Effective Date of this LOA; or (d) any contamination of the Vertipad' soil or groundwater or damage to the environment and natural resources of the Vertipad, the result of actions by Operator occurring after the Effective Date of this LOA, whether arising under CERCLA or other statutes and regulations, or common law. Notwithstanding the foregoing, Operator's indemnification obligations shall not apply to the extent that any such claims, suits, demands, judgments, losses, costs, damages, or liabilities are caused by or result from: (i) the negligence, gross negligence, or willful misconduct of any Indemnified Party; (ii) the Aviation Authority's breach of its obligations under this LOA; or (iii) any pre-existing environmental condition at the Vertipad not caused or contributed to by Operator.

The Aviation Authority shall give Operator reasonable notice of any suit or claim for which indemnification will be sought under this indemnification section, allow Operator or its insurer to compromise and defend the same to the extent of its interests (subject to the Aviation Authority's right to approve any proposed settlement, which approval shall not

be unreasonably withheld) and reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this indemnification section, Operator shall use counsel reasonably acceptable to the Aviation Authority, such acceptance not to be unreasonably withheld, conditioned, or delayed. Any objection must be raised in writing within five (5) business days of Operator's written notice of counsel selection, otherwise counsel will be deemed to have been accepted. Nothing herein shall be deemed a waiver by Aviation Authority of its sovereign immunity rights under the laws of The State of Florida.

B. <u>Liability Insurance.</u>

1. At its sole expense, Operator shall maintain the following insurance for its operations at MCO and its use of the Vertipad throughout the duration of operations and such insurance will apply to Operator, its employees, agents, and representatives where applicable.

   a. Commercial General Liability insurance covering property damage and bodily injury (including death) and including, but not limited to, premises, contractual liability, and fire legal liability insurance with limits of liability of not less than Two Million and No/100 Dollars ($2,000,000.00) per occurrence. This insurance shall not be written on a claims-made basis.

   b. Automobile Liability insurance covering each motor vehicle used on site, including but not limited to owned, non-owned and hired, the Operator intents to operate in conjunction with the operations performed at MCO resulting in property damage or bodily injury (including death) in the amount of not less than One Million Dollars ($1,000,000.00) combined single limit per accident.

   c. Workers Compensation and Employers Liability insurance covering all Operator's employees who will be engaged at MCO with statutory limits in accordance with Florida law, and employer's liability with policy limits not less than Five Hundred Thousand Dollars ($500,000) for each accident, Five Hundred Thousand Dollars ($500,000) for disease each employee and Five Hundred Thousand Dollars ($500,000) for disease policy limit. If the Operator is self-insured, the Operator shall provide proof of self-insurance and authorization to self-insure as required by applicable Florida laws and regulations.

   d. Aviation Liability Insurance including coverage for bodily injury and property damage, including pollution liability solely to the extent such bodily injury or property damage results from an aircraft crash, fire, explosion, collision, or a recorded in-flight emergency causing abnormal aircraft operations, with a

combined single limit of not less than Ten Million Dollars ($10,000,000) per occurrence.

2. Operator agrees to the following as it relates to all above required insurance:

   a. The insurance shall be primary and not contributory to any other valid and collectible insurance the Aviation Authority may possess, including any self-insured retention or deductible amount, and that any other insurance shall be considered excess insurance only;
   b. Insurance shall be carried with an insurance Operator or companies that have a current minimum A.M. Best rating of B+ or better and said policies shall be in a form acceptable to Aviation Authority;
   c. All insurance required for this LOA should contain a waiver of subrogation clause, as allowed by law, in favor of Aviation Authority and the City of Orlando;
   d. Prior to any operations under the LOA, above insurance shall be in in place;
   e. A properly completed and executed certificate(s) of insurance on an ACORD form or its equivalent, evidencing all insurance requirements herein this LOA shall be furnished to the Aviation Authority at least fourteen (14) days prior to the Effective Date, and each renewal thereafter during intended operations. Operator acknowledges that any acceptance of certificate of insurance by Aviation Authority does not waive any obligations herein this LOA;
   f. Operator shall provide Aviation Authority immediate written notice upon Operator's knowledge, of any adverse material change in Operator's required insurance coverage. For purposes of this insurance section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, any increase in the Operator's self-insured retention or deductible, or any non-renewal or cancellation of required insurance;
   g. Commercial General Liability, Automobile Liability, and Aviation Liability insurance shall name Aviation Authority and City of Orlando and their members (including, without limitation, all members of the governing board and the advisory committees of each), officers, employees and agents of each as additional insureds;
   h. Operator shall designate and provide the Authority with contact information to coordinate risk management, claims, and/or insurance issues arising directly out of Operator's operations at the Vertipad. Operator will reasonably cooperate with the Aviation Authority on any investigation, claim, defense, or dispute (excluding any claim or dispute between the Parties), provided that the Aviation Authority provides Operator with reasonable advance written notice of any request for cooperation. Operator's cooperation obligations shall not require Operator to take any action that would prejudice its own defense of any claim or dispute, waive any attorney-client privilege or attorney work product protection, disclose strictly confidential or proprietary business information, or unreasonably interfere with Operator's standard business operations; and

i. Subject to prior approval by the Operator, the Authority shall have the right to alter the monetary limits or the coverages herein specified from time to time during the Operator's intended operations, and Operator shall comply with all reasonable requests of the Authority with respect thereto.

C. Safety, Security, and Incidents.

1. Safety: Operator shall maintain a workplace safety program, including, but not limited to any response to hazards, incidents, and emergencies. Operator shall report any hazards whose mitigation is the responsibility of the Airport Authority that may impact the Operator's ability to safely operate at the Vertiport to 407-825-4000 or wo@goaa.org by describing the issue, location, and if possible, flagging the area to prevent an incident.

2. Protection of Persons and Property: Operator, in addition to its compliance with regulatory requirements shall take reasonable precautions to prevent causing or contributing to the damages, injury or loss to: (i) employees and other persons who may be affected in, on or about its operations, personnel, materials and equipment that is in its care, custody and control; and (ii) other property, improvements, and infrastructure at MCO. Operator shall comply with any safety, security, or other reasonable requests/recommendations as it relates to its operations at MCO in which the protection of the airport property, public, or employees is determined.

3. Incident Reporting: Operator shall immediately notify the Aviation Authority's emergency response personnel (407-825-2065 or 911) and the AAR if the Operator is involved in any of the following while operating at the Vertiport or MCO:

- Aircraft accident
- Fatal injury
- Serious injury, as defined in 49 CFR Part 830
- Any request for AAR or other emergency response
- Or any other incident as determined by the Operator

4. Hazardous Materials: Operator shall notify the Aviation Authority's emergency response personnel (407-825-2065 or 911) of any hazardous material incident or discovery.

D. Survival of Provisions.

The provisions of this indemnification exhibit shall survive the expiration of operations or earlier termination of this LOA.

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Jay Cassens, Senior Vice President, Aviation Real Estate

Item Description

Recommendation to Approve a License Agreement between the Greater Orlando Aviation Authority (Aviation Authority), the City of Orlando (City), and Central Florida Pipeline LLC (CFP) for a pipeline easement serving the fuel farm at Orlando International Airport (MCO)

Background

CFP owns and operates a fuel transmission pipeline system that delivers jet fuel from Hookers Point in Tampa, Florida, to the fuel farm serving MCO. A portion of this pipeline infrastructure traverses Aviation Authority-controlled property between the leased fuel farm and the airport property boundary.

The pipeline is critical to maintaining a reliable fuel supply for airport operations.

In June 1997, the Aviation Authority executed a 30-year License Agreement with CFP granting the right to maintain, inspect, repair, replace, and operate one or more fuel transmission pipelines within a designated 10-foot-wide pipeline corridor.

CFP requested a new 20-year License Agreement to continue the rights granted under the original agreement.

During coordination of the new License Agreement, CFP staff determined that the area described in the original License Agreement was inconsistent with existing field conditions and that an updated survey and legal description of the pipeline corridor were required. CFP subsequently completed the updated survey and legal description, which was provided on August 25, 2026. The updated documentation accurately reflects the location of the existing pipeline infrastructure on Aviation Authority property and ensures the agreement records are aligned with current field conditions.

Recommendation

Staff recommends approval of the new License Agreement to support ongoing airport fueling operations.

The agreement provides compensation to the Aviation Authority through a one-time license fee of $92,691 for a 20-year term, based on a Fair Market Value appraisal.

Small Business

Not applicable.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

The Aviation Authority will receive a one-time license fee payment of $92,691 upon execution of the License Agreement.

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of staff to: (1) approve the License Agreement by and among the Greater Orlando Aviation Authority and Central Florida Pipeline LLC for pipeline facilities serving Orlando International Airport as presented; (2) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review; and, (3) seek approval from the City of Orlando.

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Jay Cassens, Senior Vice President, Aviation Real Estate

Item Description

Recommendation to Approve a First Amendment to the Orlando Executive Airport Hangar Lease Agreement (Orange County Sheriff Facility) between the Greater Orlando Aviation Authority (Aviation Authority), Orange County, Florida (County), and the Orange County Sheriff's Office (OCSO) at Orlando Executive Airport (ORL)

Background

On June 17, 2025, the Aviation Authority entered into a 20-year Lease Agreement with the County on behalf of OCSO for the continued occupancy and operation of the OCSO Aviation Unit at ORL. The Orange County Sheriff Facility consists of an aviation support complex utilized for law enforcement aviation operations, including helicopter storage, offices, and related aviation infrastructure.

Following execution of the lease, OCSO and the County requested modifications to certain insurance and indemnification provisions to clarify the respective rights and responsibilities of the County and OCSO and to ensure the insurance requirements remain consistent with the operation of the facility, while maintaining the Aviation Authority's risk management objectives.

Staff subsequently coordinated with the County and OCSO to develop the proposed First Amendment, which addresses these concerns and clarifies the insurance, environmental, and indemnification obligations between the parties.

Recommendation

Staff recommends approval of the First Amendment to the Orlando Executive Airport Hangar Lease Agreement.

The Amendment does not modify any previously approved business terms of the lease, including rent, leased premises, renewal options, or maintenance obligations.

The Amendment clarifies the respective insurance, environmental, and indemnification responsibilities of the County and OCSO.

Small Business

Not applicable.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

Not applicable.

CONSENT AGENDA ITEM – L –

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of staff to: (1) approve the First Amendment to Orlando Executive Airport Hangar Lease as presented; and, (2) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review.

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Marie Dennis, Interim Chief Financial Officer

Item Description

Recommendation to Accept Public Transportation Grant Agreements (PTGA) for Orlando International Airport (MCO) from the Florida Department of Transportation (FDOT): Taxiways E & F Rehabilitation and Related Improvements – Phase 1 at MCO

Background

Throughout the year, FDOT provides grants (i.e., PTGA) to the Aviation Authority for certain projects in accordance with the Aviation Authority's Capital Improvement Program.

Recommendation

The Aviation Authority has received Amendment No. 1 to PTGA 451261-3 from FDOT for BP-00514, Taxiways E & F Rehabilitation and Related Improvements – Phase 1, at MCO. As required by §215.971, F.S., the scope of work includes, but is not limited to, consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation, embankment, subgrade preparation, base course, surface course, joint construction, pavement markings, airfield lighting systems, signage improvements (includes conduits, lights, conductors, cans, lightning protection, and vault upgrades), drainage, stormwater structures, utilities, fencing and gates, and sodding, including all materials, equipment, labor, and incidentals required to complete the project. Staff recommends acceptance of Amendment No. 1 to PTGA 451261-3.

Small Business

Not Applicable.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

The fiscal impact is the acceptance of FDOT funding in the amount of $2,287,742. The Aviation Authority's matching funds in the amount of $2,287,742 will be from General Airport Revenue Bonds.

GRANT NUMBER	% SHARE (FAA/FDOT/LOCAL)	FAA SHARE	FDOT SHARE	LOCAL SHARE	TOTAL	PTGA TYPE	STATUS
451261-3	(75%/12.5%/12.5%)	$13,272,954	$2,212,159	$2,212,159	$17,697,272	Original PTGA	Executed
451261-3	(75%/12.5%/12.5%)	$13,726,452	$2,287,742	$2,287,742	$18,301,936	Amendment	Pending
	TOTAL	$26,999,406	$4,499,901	$4,499,901	$35,999,208		

CONSENT AGENDA ITEM – M –

Requested Action

It is respectfully requested that the Aviation Authority Board ratify the Resolution to (1) accept PTGA Amendment No. 1 to 451261-3; and, (2) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review.

PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 09/26

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR,DPTO	FLAIR Category:	088719
451261-3-94-01		Work Activity Code/Function:	215	Object Code:	740100
		Federal Number/Federal Award		Org. Code:	55052000531
		Identification Number (FAIN) – Transit only:		Vendor Number:	VF591696799001
Contract Number:	G3T41	Federal Award Date:		Amendment No.:	1
CFDA Number:	N/A	SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on_____, by and between the State of Florida, Department of Transportation ("Department"), and Greater Orlando Aviation Authority, ("Agency"),collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 6/23/2026 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended to add funds for Phase 1 construction.

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   __ **Aviation**
   __ **Seaports**
   __ **Transit**
   __ **Intermodal**
   __ **Rail Crossing Closure**
   X **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   __ **Other**

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   __ *Exhibit B1: Deferred Reimbursement Financial Provisions
   __ *Exhibit B2: Advance Payment Financial Provisions
   __ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   __ Exhibit E: Program Specific Terms and Conditions
   __ Exhibit F: Contract Payment Requirements
   __ *Exhibit G: Financial Assistance (Single Audit Act)
   __ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
   __ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor

X *Additional Exhibit(s): E4 - Energy Policy Goals Reporting

4. Project Cost.
The estimated total cost of the Project is X increased/ __ decreased by $18,301,936 bringing the revised total cost of the project to $35,999,208.

The Department's participation is X increased/ ___ decreased by $2,287,742. The Department agrees to participate in the Project cost up to the maximum amount of $4,499,901, and, additionally the Department's participation in the Project shall not exceed 12.50% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY Greater Orlando Aviation Authority

By:_____
Name: _____
Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:_____
Name: Kellie Smith
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Taxiway E&F Phase 1 Rehabilitation at Orlando International Airport

B. Project Location (limits, city, county): Orlando International Airport/Orlando, FL/Orange
[X] Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Taxiway Rehabilitation As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation, embankment, subgrade preparation, base course, surface course, joint construction, pavement markings, airfield lighting system, signage improvements (includes conduits, lights, conductors, cans, lightning protection, and vault upgrades), drainage, stormwater structures, utilities, fencing and gates, and sodding, including all materials, equipment, labor, and incidentals required to complete the project.
"The specifics of the Project Scope for construction are described in and limited by the Project Construction Plans identified as "Taxiway E&F Rehabilitation Phase 1" at Orlando International Airport, prepared by AECOM Technical Services, Inc, dated February 27, 2026, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded in JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.


PHASE 2
PHASE 1

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
451261-3-94-01	DDR	088719	2026	740100	N/A	N/A	$22,505.00
451261-3-94-01	DPTO	088719	2026	740100	N/A	N/A	$2,189,654.00
451261-3-94-01	FAA	088719	2026	740100	N/A	N/A	$13,272,954.00
451261-3-94-01	LF	088719	2026	740100	N/A	N/A	$2,212,159.00
451261-3-94-01	DDR	088719	2027	740100	N/A	N/A	$2,287,742.00
451261-3-94-01	FAA	088719	2027	740100	N/A	N/A	$13,726,452.00
451261-3-94-01	LF	088719	2027	740100	N/A	N/A	$2,287,742.00
	Total Financial Assistance						$35,999,208.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$4,499,901.00	$4,499,901.00	$26,999,406.00	$35,999,208.00	12.50	12.50	75.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$4,499,901.00	$4,499,901.00	$26,999,406.00	$35,999,208.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E4
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.

2. **Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
    c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

3. **Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall certify in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

    The Agency HAS ☐ / HAS NOT ☐ adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Marie Dennis, Interim Chief Financial Officer

Item Description

Recommendation to Accept Public Transportation Grant Agreements (PTGA) for Orlando International Airport (MCO) from the Florida Department of Transportation (FDOT): Vehicle Movement Area Transponders (VMATs) at MCO

Background

Throughout the year, FDOT provides grants (i.e., PTGA) to the Aviation Authority for certain projects in accordance with the Aviation Authority's Capital Improvement Program.

Recommendation

The Aviation Authority has received PTGA 458843-1 from FDOT for Vehicle Movement Area Transponders (VMATs), at MCO. As required by §215.971, F.S., the scope of work includes, but is not limited to, the purchase, delivery, installation, testing, and commissioning of said equipment. It includes all materials, equipment, labor, and incidentals to purchase, install and commission procured vehicle transmitter units that comply with FAA Advisory Circular (AC) 150/5220-26 (Change 3) for airport-surface Automatic Dependent Surveillance-Broadcast (ADS-B) operations. Staff recommends acceptance of PTGA 458843-1.

Small Business

Not Applicable.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

The fiscal impact is the acceptance of FDOT funding in the amount of $62,691. The Aviation Authority's matching funds in the amount of $62,691 will be from the Operations & Maintenance Fund.

GRANT NUMBER	% SHARE (FAA/FDOT/LOCAL)	FAA SHARE	FDOT SHARE	LOCAL SHARE	TOTAL	PTGA TYPE	STATUS
458843-1	(75%/12.5%/12.5%)	$376,143	$62,691	$62,691	$501,525	Original PTGA	Pending
	TOTAL	**$376,143**	**$62,691**	**$62,691**	**$501,525**		

Requested Action

It is respectfully requested that the Aviation Authority Board ratify the Resolution to: (1) accept PTGA 458843-1; and, (2) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review.

CONSENT AGENDA ITEM – N –

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 09/26

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR	FLAIR Category:	088719
458843-1-94-01		Work Activity Code/Function:	215	Object Code:	740100
		Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55052000531
				Vendor Number:	VF591696799001
Contract Number:		Federal Award Date:	N/A		
ALN Number:	N/A	Agency UEI Number:			
ALN Title:	N/A				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Greater Orlando Aviation Authority, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Vehicle Movement Area Transponders (VMATs) at Orlando International Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

__ **Aviation**
__ **Seaports**
__ **Transit**
__ **Intermodal**
__ **Rail Crossing Closure**
X **Match to Direct Federal Funding** (Aviation or Transit)
(Note: Section 15 and Exhibit G do not apply to federally matched funding)
__ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

X Exhibit A: Project Description and Responsibilities
X Exhibit B: Schedule of Financial Assistance
__ *Exhibit B1: Deferred Reimbursement Financial Provisions
__ *Exhibit B2: Advance Payment Financial Provisions
__ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
__ *Exhibit C: Terms and Conditions of Construction
X Exhibit D: Agency Resolution
X Exhibit E: Program Specific Terms and Conditions
X Exhibit E1: Prohibition Based on Health Care Choices
__ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

X Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
X Exhibit E4: Energy Policy Goals Reporting
X Exhibit F: Contract Payment Requirements
__ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. __ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days

of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $501,525. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $62,691 and, the Department's participation in the Project shall not exceed 12.50% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the

Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. Necessary Permits Certification. The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

b. Right-of-Way Certification. If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. Notification Requirements When Performing Construction on Department's Right-of-Way. In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

ii. __ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs

have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of

30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate 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 any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided 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.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

   i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

   ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

   Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

   Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"),

ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Greater Orlando Aviation Authority

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Kellie Smith

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): To acquire and install Vehicle Movement Area Transponders (VMATs) in eligible airport-owned vehicles that routinely operate on the movement area. The devices will transmit each vehicle's location and identification to the FAA surface surveillance system, improving Air Traffic Control's ability to monitor in real time the vehicle activity on runways and taxiways. The project will include FAA-qualified equipment, installation, programming, testing, and commissioning. This investment will improve situational awareness, support the FAA Surface Awareness Initiative, and reduce the risk of runway incursions and vehicle-aircraft conflicts.

B. Project Location (limits, city, county): Orlando International Airport/Orlando, FL/Orange
[X] Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Purchase Vehicle Movement Area Transponders (VMATs) Equipment (Initial Cost and Installation Only/Not Operations Costs or Fees): As required by 215.971, F.S., this scope of work includes but is not limited to purchase, delivery, installation, testing, and commissioning of said equipment. It includes all materials, equipment, labor, and incidentals to purchase, install and commission procured vehicle transmitter units that comply with FAA Advisory Circular (AC) 150/5220-26 (Change 3) for airport-surface Automatic Dependent Surveillance-Broadcast (ADS-B) operations. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded in JACIP

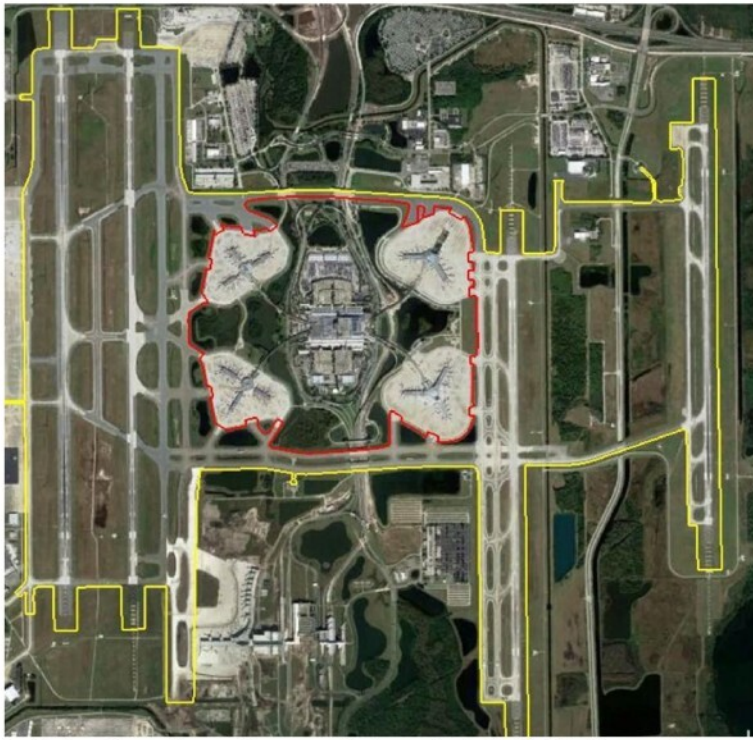
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

PROJECT SKETCH



Inside the yellow outline are those areas that are active for the Vehicle Movement Area Transponders excluding the area outlined in Red.







EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
458843-1-94-01	DDR	088719	2027	740100	N/A	N/A	$62,691.00
458843-1-94-01	FAA	088719	2027	740100	N/A	N/A	$376,143.00
458843-1-94-01	LF	088719	2027	740100	N/A	N/A	$62,691.00
	Total Financial Assistance						$501,525.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$62,691.00	$62,691.00	$376,143.00	$501,525.00	12.50	12.50	75.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$62,691.00	$62,691.00	$376,143.00	$501,525.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. Florida Statutes (F.S.)
   - Chapter 163, F.S., Intergovernmental Programs
   - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
   - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
   - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
   - Chapter 332, F.S., Airports and Other Air Navigation Facilities
   - Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT E3

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION

(Geoengineering and Weather Modification Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. Statutory Reference. Section 403.4115, F.S. and Section 332.004, F.S.

2. Statutory Compliance. Pursuant to Section 403.4115, F.S., as a condition of receiving funds from the Department, the Agency, a public-use airport as this term is defined in Section 332.004, F.S., shall submit a monthly report beginning November 1, 2025, identifying:

a. The physical presence of any aircraft on public property, including any public infrastructure, equipped with any part, component, device, or the like which may be used to support the intentional emission, injection, release, or dispersion of air contaminants into the atmosphere within the borders of this state when such emissions occur for the express purpose of affecting temperature, weather, climate, or the intensity of sunlight; and

b. The landing, takeoff, stopover, or refueling of an aircraft equipped with the components outlined above on the physical location of the public infrastructure.

– End of Exhibit E3 –

EXHIBIT E4
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.

2. **Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
    c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

3. **Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall certify in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

    The Agency HAS ☐ / HAS NOT ☐ adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Marie Dennis, Interim Chief Financial Officer

Item Description

Recommendation to Accept Public Transportation Grant Agreements (PTGA) for Orlando Executive Airport (ORL) from the Florida Department of Transportation (FDOT): Vehicle Movement Area Transponders (VMATs) at ORL

Background

Throughout the year, FDOT provides grants (i.e., PTGA) to the Aviation Authority for certain projects in accordance with the Aviation Authority's Capital Improvement Program.

Recommendation

The Aviation Authority has received PTGA 458842-1 from FDOT for Vehicle Movement Area Transponders (VMATs), at ORL. As required by §215.971, F.S., the scope of work includes, but is not limited to, purchase, delivery, installation, testing, and commissioning of said equipment. It includes all materials, equipment, labor, and incidentals to purchase, install, and commission procured vehicle transmitter units that comply with FAA Advisory Circular (AC) 150/5220-26 (Change 3) for airport-surface Automatic Dependent Surveillance-Broadcast (ADS-B) operations. Staff recommends acceptance of PTGA 458842-1.

Small Business

Not Applicable.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

The fiscal impact is the acceptance of FDOT funding in the amount of $2,229. The Aviation Authority's matching funds in the amount of $557 will be from the Operations & Maintenance Fund.

GRANT NUMBER	% SHARE (FAA/FDOT/LOCAL)	FAA SHARE	FDOT SHARE	LOCAL SHARE	TOTAL	PTGA TYPE	STATUS
458842-1	(95%/4%/1%)	$52,939	$2,229	$557	$55,725	Original PTGA	Pending
	TOTAL	**$52,939**	**$2,229**	**$557**	**$55,725**		

Requested Action

It is respectfully requested that the Aviation Authority Board ratify the Resolution to: (1) accept PTGA 458842-1; and, (2) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review.

CONSENT AGENDA ITEM – O –

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 09/26

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR	FLAIR Category:	088719
458842-1-94-01		Work Activity Code/Function:	215	Object Code:	740100
		Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55052000531
				Vendor Number:	VF591696799001
Contract Number:		Federal Award Date:	N/A		
ALN Number:	N/A	Agency UEI Number:			
ALN Title:	N/A				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Greater Orlando Aviation Authority, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Vehicle Movement Area Transponders (VMATs) at Orlando Executive Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   X **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   _ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

X Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
X Exhibit E4: Energy Policy Goals Reporting
X Exhibit F: Contract Payment Requirements
__ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. __ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days

of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $55,725. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $2,229 and, the Department's participation in the Project shall not exceed 4.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the

Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. Necessary Permits Certification. The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

b. Right-of-Way Certification. If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. Notification Requirements When Performing Construction on Department's Right-of-Way. In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

ii. __ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs

have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of

30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate 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 any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided 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.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

   i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

   ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

   Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

   Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"),

ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Greater Orlando Aviation Authority

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Kellie Smith

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): To acquire and install Vehicle Movement Area Transponders (VMATs) in eligible airport-owned vehicles that routinely operate on the movement area. The devices will transmit each vehicle's location and identification to the FAA surface surveillance system, improving Air Traffic Control's ability to monitor in real time the vehicle activity on runways and taxiways. The project will include FAA-qualified equipment, installation, programming, testing, and commissioning. This investment will improve situational awareness, support the FAA Surface Awareness Initiative, and reduce the risk of runway incursions and vehicle-aircraft conflicts.

B. Project Location (limits, city, county): Orlando Executive Airport/Orlando, FL/Orange
[X] Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Purchase Vehicle Movement Area Transponders (VMATs) Equipment (Initial Cost and Installation Only/Not Operations Costs or Fees): As required by 215.971, F.S., this scope of work includes but is not limited to purchase, delivery, installation, testing, and commissioning of said equipment. It includes all materials, equipment, labor, and incidentals to purchase, install and commission procured vehicle transmitter units that comply with FAA Advisory Circular (AC) 150/5220-26 (Change 3) for airport-surface Automatic Dependent Surveillance-Broadcast (ADS-B) operations. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded in JACIP

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.


FOLLOW ME

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
458842-1-94-01	DDR	088719	2027	740100	N/A	N/A	$2,229.00
458842-1-94-01	FAA	088719	2027	740100	N/A	N/A	$52,939.00
458842-1-94-01	LF	088719	2027	740100	N/A	N/A	$557.00
	Total Financial Assistance						$55,725.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$2,229.00	$557.00	$52,939.00	$55,725.00	4.00	1.00	95.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$2,229.00	$557.00	$52,939.00	$55,725.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. Florida Statutes (F.S.)
   - Chapter 163, F.S., Intergovernmental Programs
   - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
   - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
   - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
   - Chapter 332, F.S., Airports and Other Air Navigation Facilities
   - Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT E3

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION

(Geoengineering and Weather Modification Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. Statutory Reference. Section 403.4115, F.S. and Section 332.004, F.S.

2. Statutory Compliance. Pursuant to Section 403.4115, F.S., as a condition of receiving funds from the Department, the Agency, a public-use airport as this term is defined in Section 332.004, F.S., shall submit a monthly report beginning November 1, 2025, identifying:

a. The physical presence of any aircraft on public property, including any public infrastructure, equipped with any part, component, device, or the like which may be used to support the intentional emission, injection, release, or dispersion of air contaminants into the atmosphere within the borders of this state when such emissions occur for the express purpose of affecting temperature, weather, climate, or the intensity of sunlight; and

b. The landing, takeoff, stopover, or refueling of an aircraft equipped with the components outlined above on the physical location of the public infrastructure.

– End of Exhibit E3 –

EXHIBIT E4
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.

2. **Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
    c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

3. **Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall certify in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

    The Agency HAS ☐ / HAS NOT ☐ adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Marie Dennis, Interim Chief Financial Officer

Item Description

Recommendation to Accept Public Transportation Grant Agreements (PTGA) for Orlando Executive Airport (ORL) from the Florida Department of Transportation (FDOT): Taxiway A Improvements - Design at ORL

Background

Throughout the year, FDOT provides grants (i.e., PTGA) to the Aviation Authority for certain projects in accordance with the Aviation Authority's Capital Improvement Program.

Recommendation

The Aviation Authority has received PTGA 458841-1 from FDOT for BP-00052, Taxiway A Improvements - Design, at ORL. As required by §215.971, F.S., the scope of work includes, but is not limited to, consultant and design fees, survey and geotechnical costs, permitting, plans preparation and bid documents, bid/award services for the taxiway construction project. Staff recommends acceptance of PTGA 458841-1.

Small Business

Not Applicable.

Associated Board Agenda Items

Consent Agenda Item W: Recommendation of the Construction Committee for Approval of an Addendum to the Professional Services Agreement with C&S Engineers, Inc. for the Design Services for BP-00052, Taxiway A Rehabilitation and Related Improvements at Orlando Executive Airport (ORL)

Fiscal Impact

The fiscal impact is the acceptance of FDOT funding in the amount of $39,857. The Aviation Authority's matching funds in the amount of $9,964 will be from ORL Revenue Funds.

GRANT NUMBER	% SHARE (FAA/FDOT/LOCAL)	FAA SHARE	FDOT SHARE	LOCAL SHARE	TOTAL	PTGA TYPE	STATUS
458841-1	(95%/4%/1%)	$946,593	$39,857	$9,964	$996,414	Original PTGA	Pending
	TOTAL	**$946,593**	**$39,857**	**$9,964**	**$996,414**		

Requested Action

It is respectfully requested that the Aviation Authority Board ratify the Resolution to: (1) accept PTGA 458841-1; and (2) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review.

CONSENT AGENDA ITEM – P –

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 09/26

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR	FLAIR Category:	088719
458841-1-94-01		Work Activity Code/Function:	215	Object Code:	740100
		Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55052000531
				Vendor Number:	VF591696799001
Contract Number:		Federal Award Date:	N/A		
ALN Number:	N/A	Agency UEI Number:			
ALN Title:	N/A				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Greater Orlando Aviation Authority, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Taxiway A Design at Orlando Executive Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   X **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   _ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

X Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
X Exhibit E4: Energy Policy Goals Reporting
X Exhibit F: Contract Payment Requirements
__ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2029. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days

of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $996,414. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $39,857 and, the Department's participation in the Project shall not exceed 4.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the

Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. Necessary Permits Certification. The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

b. Right-of-Way Certification. If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. Notification Requirements When Performing Construction on Department's Right-of-Way. In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

ii. __ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs

have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of

30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate 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 any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided 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.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

   i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

   ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

   Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

   Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"),

ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Greater Orlando Aviation Authority

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Kellie Smith

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This project is for the design of Taxiway A Improvements. The design will include rehabilitation, realignment, removal and new construction of multiple taxiway segments and associated holding bay improvements. Major scope elements include: • Taxiway pavement rehabilitation and new taxiway construction • Demolition of existing taxiway segments • Drainage improvements and stormwater management infrastructure • Airfield lighting, signage, pavement markings, and electrical system updates. The work will be completed in compliance with current Federal Aviation Administration (FAA) design standards and will include the development of a Construction Safety and Phasing Plan (CSPP).

B. Project Location (limits, city, county): Orlando Executive Airport/Orlando, FL/Orange
[X] Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Taxiway Rehabilitation/Reconstruction Design: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, plans preparation and bid documents, bid/award services for the taxiway construction project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded in JACIP

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

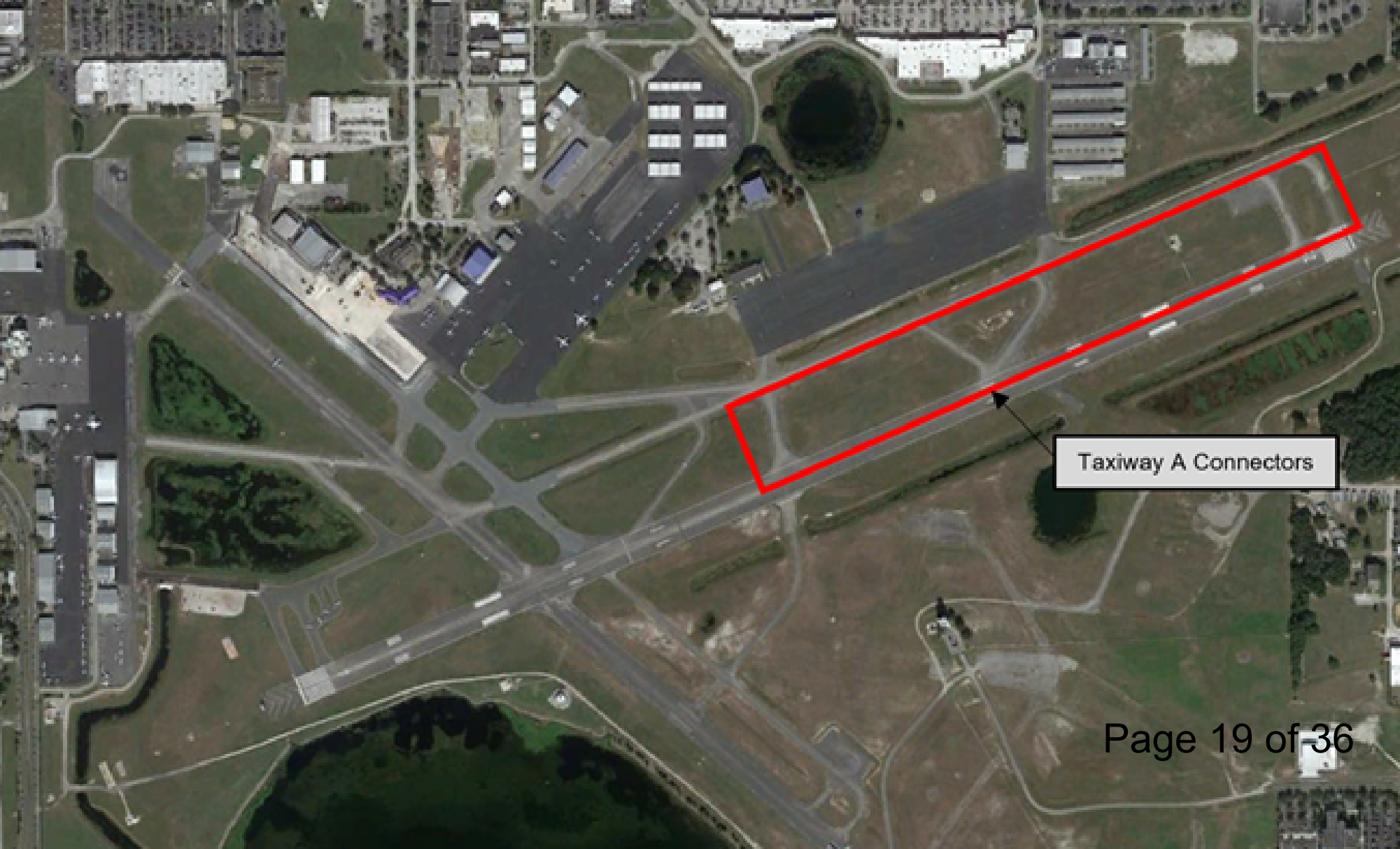

Taxiway A Connectors

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
458841-1-94-01	DDR	088719	2027	740100	N/A	N/A	$39,857.00
458841-1-94-01	FAA	088719	2027	740100	N/A	N/A	$946,593.00
458841-1-94-01	LF	088719	2027	740100	N/A	N/A	$9,964.00
	Total Financial Assistance						$996,414.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$39,857.00	$9,964.00	$946,593.00	$996,414.00	4.00	1.00	95.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$39,857.00	$9,964.00	$946,593.00	$996,414.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. Florida Statutes (F.S.)
   - Chapter 163, F.S., Intergovernmental Programs
   - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
   - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
   - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
   - Chapter 332, F.S., Airports and Other Air Navigation Facilities
   - Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT E3

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION

(Geoengineering and Weather Modification Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. Statutory Reference. Section 403.4115, F.S. and Section 332.004, F.S.

2. Statutory Compliance. Pursuant to Section 403.4115, F.S., as a condition of receiving funds from the Department, the Agency, a public-use airport as this term is defined in Section 332.004, F.S., shall submit a monthly report beginning November 1, 2025, identifying:

a. The physical presence of any aircraft on public property, including any public infrastructure, equipped with any part, component, device, or the like which may be used to support the intentional emission, injection, release, or dispersion of air contaminants into the atmosphere within the borders of this state when such emissions occur for the express purpose of affecting temperature, weather, climate, or the intensity of sunlight; and

b. The landing, takeoff, stopover, or refueling of an aircraft equipped with the components outlined above on the physical location of the public infrastructure.

– End of Exhibit E3 –

EXHIBIT E4
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.

2. **Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
    c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

3. **Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall certify in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

    The Agency HAS ☐ / HAS NOT ☐ adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Tracy Conner Harris, Vice President, Concessions

Item Description

Recommendation to Approve the Second Amendment (Amendment) to the Rental Automobile Concession Agreement (Agreement) with Enterprise Leasing Company of Orlando, LLC (Enterprise), Avis Budget Car Rental, LLC (Avis), The Hertz Corporation (Hertz) and Third Amendment (Amendment) to the Rental Automobile Concession Agreement (Agreement) with Sixt Rent A Car, LLC (Sixt)

Background

In 2019, the Aviation Authority awarded rental automobile concession agreements for Terminals A, B, and C to Enterprise, Avis, Hertz, Advantage OPCO, LLC, and Sixt following a competitive solicitation conducted in preparation for Terminal C operations. Subsequently, Sixt acquired Advantage's interests through bankruptcy proceedings. Due to the COVID-19 pandemic and the resulting impact on Orlando International Airport's passenger traffic, the agreements were not executed until September 2022. The terms of the agreements were ten years commencing in October 2022.

Also in September 2022, the Aviation Authority approved amendments to the agreements to incorporate modifications to the Terminal C rental car operations resulting from the pandemic. The amendments established temporary customer service counters, queuing areas, and Quick Turn Around (QTA) facilities to support operations during phased construction of the permanent facilities. The amendments established interim rental rates and certain rent waivers until completion of the deferred projects.

Following the opening of the pedestrian bridge in October 2025, construction commenced on the permanent Terminal C rental car customer service lobby. The project is nearing completion and includes permanent counters and queuing space designed to support long-term rental car operations. Delivery of these facilities will trigger the transition from temporary to permanent customer service areas.

Recommendation

Staff recommends approval of the amendments to clarify the termination of rent obligations for temporary counters and queuing space and the commencement of rent obligations for the permanent Terminal C facilities.

The amendments will provide that:

- The right to occupy and pay rent for the temporary counters and queuing space will terminate upon the earlier of:
    - Completion of the company's installation of its rental counter and queuing equipment and relocation to the permanent facilities; or
    - 120 days following Aviation Authority turnover of the permanent facilities.
- The right to occupy and obligation to pay rent for the permanent counters and queuing space will commence upon the earlier of:

    - The company's commencement of operations within the permanent facilities; or
    - 120 days following Aviation Authority turnover of the permanent facilities.

The amendments also update certain agreement definitions by:

- Updating the definition of Temporary Counter to reflect the temporary facilities used during construction of the pedestrian bridge connection.
- Adding a new definition for Permanent Counter and Queuing Space to describe the permanent customer service facilities located adjacent to the pedestrian bridge connecting Terminal C and the Intermodal Transportation Facility.

Small Business

Not Applicable.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

Based on Fiscal Year 2026 Terminal Premises Rent rates, the fiscal impact of this Amendment is expected to be approximately $1,513,415 in annual rental fees for the new Terminal C Permanent Counters and Queuing Space.

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of staff to: (1) approve the Second Amendment to the Rental Automobile Concession Agreement with Enterprise, Avis, Hertz and the Third Amendment to the Rental Automobile Concession Agreement with Sixt; and, (2) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review.

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Tracy Harris, Vice President, Concessions

Item Description

Recommendation to Approve Amendment No. 1 to the ATM-Bank Concession Agreement with Truist Bank at Orlando International Airport (MCO)

Background

The Aviation Authority and Truist Bank (Truist) are parties to that certain ATM-Bank Concession Agreement (Agreement) at Orlando International Airport, which includes the operation of automated teller machines and a staffed banking facility for personal and commercial deposit accounts, loans, and other services commonly provided by other banks. The Agreement commenced on May 6, 2022, with an initial five-year term and includes one additional three-year term (Option Period) at the discretion of the Aviation Authority.

Recommendation

The Agreement's Basic Term is scheduled to expire on April 30, 2027. Based on current information, Truist continues to provide convenient banking services for travelers and employees at MCO and has performed satisfactorily during the Basic Term of the Agreement.

Therefore, Staff respectfully recommends approval of Amendment No. 1 exercising the option period effective May 1, 2027, through April 30, 2030, under the existing terms and conditions.

Small Business

Not applicable

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

The Aviation Authority will continue to receive a Minimum Annual Concession Fee of $347,822, which will increase annually by three percent (3%).

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of Staff to: (1) approve Amendment No. 1 to the ATM-Bank Concession Agreement with Truist Bank through April 30, 2030, under the same terms and conditions; and, (2) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review.

CONSENT AGENDA ITEM – R –

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Scott Shedek, Chair, Construction Committee

Item Description

Recommendation of the Construction Committee for Approval of an Addendum to the Financial Consulting for Construction, Maintenance, Environmental, and Other Projects; Construction Payment Application and Invoice Review; Financial Consulting for the Capital Improvement Program (CIP) and Capital Initiation Requests (CIR); Grant and Passenger Facility Charge (PFC) Application Services; Extension of Staff Services; and Audit and Advisory Services Agreement with Talson Solutions, LLC (Talson) for Fiscal Year 2027 at Orlando International and Orlando Executive Airports

Background

On August 17, 2022, the Aviation Authority Board approved the above-referenced agreement with Talson. This proposal is to provide FY27 Financial Consulting Services in support of the Aviation Authority's CIP activities at Orlando International and Orlando Executive Airports.

On September 29, 2026, the Construction Committee recommended approval of an Addendum to the Financial Consulting for Construction, Maintenance, Environmental, and Other Projects; Construction Payment Application and Invoice Review; Financial Consulting for the CIP and CIR; PFC Application Services; Extension of Staff Services; and Audit and Advisory Services Agreement with Talson for Fiscal Year 2027.

Recommendation

Talson provided a proposal, dated September 16, 2026, to provide Financial Consulting for Construction, Maintenance, Environmental, and Other Projects; Construction Payment Application and Invoice Review. Services provided in the proposal cover the period from November 1, 2026, through September 30, 2027.

Small Business

The Office of Business Opportunity & Exchange has reviewed Talson Solutions, LLC's addendum and determined Talson committed to 17.6% LDB participation, subject to rate negotiation.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

The fiscal impact is $350,204. Funding is from Operations and Maintenance Funds.

CONSENT AGENDA ITEM – S –

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Construction Committee to: (1) approve an Addendum to the Financial Consulting Agreement with Talson Solutions, LLC for Fiscal Year 2027 at Orlando International and Orlando Executive Airports; (2) authorize funding from Operations and Maintenance Funds in the total not-to-exceed fee amount of $350,204; and, (3) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review.

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Scott Shedek, Chair, Construction Committee

Item Description

Recommendation of the Construction Committee for Approval of Change Orders to Various Construction Contracts

Background

At the meetings held on September 14, 2026, and September 21, 2026, the Construction Committee recommended approval of the change orders, as outlined in Attachment A.

Recommendation

The description of each change order is outlined in Attachment A.

Small Business

Not applicable.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

Funding for each change order is outlined in Attachment A.

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Construction Committee to: (1) approve Change Order No. V-01040-04 for $0 and 41 days extension to Substantial Completion, with funding as outlined in Attachment A; (2) approve Change Order No. BP-00505-04 for $47,623.38 and 102 day extension to Substantial Completion, with funding as outlined in Attachment A; and, (3) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review.

CONSENT AGENDA ITEM – T –

Change Order No. V-01040-04

Construction Committee:	September 14, 2026
Project:	Airside 4 TSA Recheck Lanes
Contractor:	Collage Design and Construction Group, Inc. dba The Collage Companies

Amount This Change Order:	**$**	**0.00** (0.0% of Original Contract Price)
Original Contract Amount:	$	3,057,000.00
Previous Change Orders:	$	102,669.00 (3.36% of Original Contract Price)
Revised Contract Amount:	$	3,159,669.00 (3.36% increase to Original Contract Price)

Time Extension to Substantial:	41 Days
Funding Source:	General Airport Revenue Bonds (GARBs)

Description of Changes:
1. Bulletin 4 Structural Support for Glazed Wall Demolition: Provide all labor, materials, and equipment to furnish and install additional structural steel supports at the existing glazed wall in accordance with Bulletin No. 04. This new design requires fabrication, shop drawings, delivery, and the installation of new MC6x18 miscellaneous steel channels (6-inch depth, 18 lb./ft mass), structural angles, connection plates, anchors, and all associated hardware to support the remaining glazed wall during demolition activities. Work also includes field modifications to existing structural members, removal of existing pipe supports, surface preparation of existing steel, welding, and inspections. This item replaces Field Change Order No. 1. (Reference Contractor RCO No. 5).
ADD: $17,617.00

2. Extended General Conditions and Time Extension - Increase the Contract Time for substantial completion by forty-one (41) calendar days, from 180 calendar days to 221 calendar days. The original substantial completion date for this project was October 23, 2026, but due to the added Owner-requested scope and unforeseen conditions, the new Substantial Completion date will be December 3, 2026. This Change Order provides for full compensation for the Contractor's time-related General Conditions costs associated with the 41-calendar day extension of Contract Time.

Acceptance of this Change Order constitutes full and final settlement of any additional Contract Time and time-related General Conditions associated with the Owner-directed changes and project Bulletins issued to date. No additional Contract Time or extended General Conditions associated with these identified impacts shall be due.

This Change Order does not constitute acceptance or approval of any additional cost or credits associated with acceleration, schedule mitigation, additional manpower, overtime, labor rates, multiple shifts, additional equipment, temporary facilities, inefficiency, loss of productivity, or other alleged impacts. Should the Contractor claim that it is entitled to additional compensation for such impacts, those costs shall be submitted separately with the required supporting documentation and evaluated in accordance with the Contract Documents.
ADD: $31,632.00

3. Allowance No. 5 Reduction - Reduce Allowance 5, Owner Requested Changes, by $49,249.00 from $83,121.62 to $33,872.62 to cover the costs associated with Items Nos. 1 and 2 above.
DEDUCT: ($49,249.00)

Reasons for Change:
1. Unforeseen Conditions: During field investigation and coordination for demolition of the existing glazed wall, it was discovered that an existing structural steel beam indicated in the BP-00433 drawings was not actually installed. Bulletin 4 was subsequently issued by MLM Architects on July 10, 2026, revising the structural support requirements for the demolition of the existing glazed wall. The additional structural steel and associated work are required to safely support the structural integrity of the remaining glazed wall. This change order will compensate the Contractor for the additional steel support.

2. Owner Requested: This change order compensates the Contractor for extended General Conditions associated with the 41-calendar day Time Extension, establishing a new substantial completion date of December 3, 2026. The time extension resulted from project schedule impacts associated with Bulletins to date and subsequent mitigation and rephasing efforts.

3. Allowance Reconciliation: This item is to reconcile the costs in Items No. 1 and 2 above against Allowance 5, Owner Requested Changes that was established in change order No. 1.

Change Order No. BP-00505-04

Construction Committee:	September 21, 2026		
Project:	Roadway Signage Upgrades-Heintzelman Boulevard		
Contractor:	Prime Construction Group, Inc.		
Amount This Change Order:	**$**	**47,623.38**	(1.8% of Original Contract Price)
Original Contract Amount:	$	2,630,185.00	
Previous Change Orders:	$	692,462.11	(26.33% of Original Contract Price)
Revised Contract Amount:	$	3,370,270.49	(28.13% increase to Original Contract Price)
Time Extension to Substantial:	102 Days		
Funding Source:	General Airport Revenue Bonds (GARBs) and Florida Department of Transportation (FDOT) Grants to the Extent Eligible		

Description of Changes:
1. OUC Transformer Power (RCO 005 per RFI No. 15): Provide material and equipment to replace the 25 KVA NEMA 3R transformer with a NEMA 4X transformer to power the overhead truss signage on Heintzelman Blvd.
ADD: $19,654.03

2. Infrastructure Installation for Future Use (RCO 006R1 per Bulletin No. 03 and RFI No. 12): Provide labor, materials, and equipment to extend conduit and install seal tight for future use.
ADD: $22,631.69

3. Time Extension (RCO 006R1 per Bulletin No. 03 and RFI No. 12): Increase the Contract Time for Substantial Completion by 102 calendar days from 382 calendar days to 484 calendar days.
ADD: $0.00

4. Existing Cabinet (RCO 007 per RFI No. 18): Provide labor, material, and equipment to install a Digital Messaging Sign (DMS)controller cabinet for the cantilever DMS located on Jeff Fuqua Blvd.
ADD: $5,337.66

Reasons for Change:
1. Owner Requested (RCO 005 per RFI No.15): Addendum No. 3 of the bid documents required installation of a NEMA 3R transformer. During a JCM meeting, Greg Rothwell from GOAA Electrical requested replacing the NEMA 3R transformer with a NEMA 4X transformer. This change order reflects the cost difference between the NEMA 3R and NEMA 4X transformers.

2. Owner Requested (RCO 006R1 per Bulletin No. 03 and RFI No. 12): GOAA requested infrastructure installation for future use, which included additional conduit, cabling, and mounting hardware.

3. Owner Requested (RCO 006R1 per Bulletin No. 03, RFI No. 12) Time Extension: Contract Time modification for Substantial Completion necessary to incorporate Item No. 2 based on OAR evaluation of Contractor schedule and included time-impact analysis.

4. Design Omission (RCO 007 per RFI No. 18): The new controller for the Ledstar DMS at the cantilever location does not fit in the existing IT cabinet.

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Olimpia Lonsdale, Chair, Procurement Committee

Item Description

Recommendation of the Procurement Committee for the Ranking of Previously Shortlisted Firms for Professional Design and Engineering Services on W-00650, Airside 2 Wing Expansion Program (26-844-RFSQ) at Orlando International Airport

Background

On June 22, 2026, a notice was publicly advertised requesting Statements of Qualifications (SOQ) for Professional Design and Engineering Services on W-00650, Airside 2 Wing Expansion Program (26-844-RFSQ) at Orlando International Airport.

Project W-00650 includes the design, bid, construction administration and related professional services necessary for the delivery of the Airside 2 Wing Expansion Program.

The selected A/E Firm shall act as the designer of record and will be responsible for the overall management, coordination and delivery of all design services of the program. The Services include, but are not limited to:

- Further refine, validate and advance the Program Definition Document (PDD) towards the development of future Basis of Design (BOD) document
- Architectural and Engineering design (all disciplines – all program phases)
- Phasing, constructability and operational continuity (planning level- Concept of operations).
- Cost estimating
- Preparation of bid documents and support during procurement.
- Construction administration service
- Coordination with regulatory agencies, airliners, other AHJ's and stakeholders

By August 3, 2026, six firms responded to the Aviation Authority's advertisement for the above-referenced services, as follows in alphabetical order:

- Angha Solutions, Inc.
- Burns & McDonnell Engineering Company, Inc.
- DLR Group & Luis Vidal Architects Joint Venture
- Hellmuth, Obata & Kassabum, Inc. (HOK)
- PGAL, Inc.
- The Corgan RS&H Joint Venture

On August 25, 2026, the Procurement Committee met to consider the responses. Based on the SOQs, Staff evaluations, the criteria set forth in the solicitation, including past performance on Aviation Authority or similar related projects, the Procurement Committee shortlisted the three firms, as follows in alphabetical order:

- Hellmuth, Obata & Kassabum, Inc. (HOK)
- PGAL, Inc.
- The Corgan RS&H Joint Venture

The Procurement Committee deemed the response received from Anagha Solutions Inc. as non-responsive as the submission consisted solely of a W-9 Form and did not address or satisfy the established minimum requirements.

Recommendation

On September 9, 2026, the Procurement Committee met to consider the shortlisted firms. Each firm was provided 40 minutes for the interview session, consisting of 20 minutes for presentation followed by a 20-minute question/answer session conducted by the Procurement Committee. Each of the shortlisted firms was interviewed and evaluated by the Procurement Committee.

At the conclusion of the interviews, the Procurement Committee evaluated each Proposer, comparatively against each other, considering the SOQs, any additional documentation, the interviews and presentations, and selected, in order of ranking, the most highly qualified first-ranked Proposer.

The scores per category and Proposer are as follows:

SCORE TABULATION				
CRITERIA	MAX. POINTS	HOK	PGAL INC	The Corgan RS&H Joint Venture
Proposed Overall Approach and Methodology	30	22	30	27
Executive Brief, Qualifications of Respondent Relevant Project Experience and Capability	20	18	20	19
Qualifications and Past Experience of Prime and Subconsultants Key and Support Individuals (team)	20	20	20	17
Quality Control Program	10	9	10	10
Proposed Approach to Estimating During Design Development and Reconciliation with the Contractor / CMAR Estimating	10	10	10	10
Other Requirements	10	10	10	10
Total Score	*100.00*	*89.00*	*100.00*	*93.00*

It was the consensus of the Procurement Committee to recommend to the Aviation Authority Board the ranking of firms as follows:

First: PGAL, Inc.
Second: The Corgan RS&H Joint Venture
Third: Hellmuth, Obata & Kassabum, Inc. (HOK)

Small Business

The Office of Business Opportunity & Exchange reviewed the project LDB/VBE specifications and established a 3% LDB/VBE participation goal for this project. PGAL, Inc. committed to 3.5% LDB participation for this project.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

The fiscal impact will be determined after the conclusion of authorized negotiations.

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Procurement Committee to: (1) approve the ranking of previously shortlisted firms for Professional Design and Engineering Services on W-00650, Airside 2 Wing Expansion Program (26-844-RFSQ) at Orlando International Airport, as follows, First: PGAL, Inc., Second: The Corgan RS&H Joint Venture, Third: Hellmuth, Obata & Kassabum, Inc.; (2) authorize negotiations with the first-ranked firm in accordance with Aviation Authority policy, and if negotiations are unsuccessful with the first-ranked firm, negotiations will be terminated, and the Aviation Authority will undertake negotiations with the second-ranked firm, and if necessary, in accordance with the order of ranking, until successful completion of contract negotiations; and, (3) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review.

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Lance Lyttle, Chief Executive Officer

Item Description

Recommendation to Authorize the Chief Executive Officer to Submit Documentation Demonstrating Compliance with Section 332.0075, Florida Statutes (F.S)

Background

In accordance with Florida Statute 332.0075, GOAA is required to upload certain documents into FDOT's Florida Aviation Database, i.e., a copy of our fiscal year budget, a copy of our financial statements/reports, etc., and provide website links to GOAA documents such as Board meeting minutes, meeting notices, airport master plan, contract and contract amendments, and position and rate information, etc.

Pursuant to section 332.0075, F.S., the governing bodies of large hub commercial service airports are required to:

- Post specified information on its website.
- Use competitive solicitation processes consistent with the requirements of section. 287.057, F.S. for purchases of commodities or contractual services which exceed the threshold amount of $325,000.
- Approve, award, or ratify all contracts more than $1,500,000 as a separate line item on the agenda and provide a reasonable opportunity for public comment.
- Ensure each governing member completes 4 hours of ethics training each calendar year, which must address specified topics.
- Submit specific documentation, including a statement confirming compliance with Chapter 112, Chapter 287, and Section 332.0075, F.S., by November 1st of each year.

Recommendation

The Florida Department of Transportation (FDOT) has developed a web portal, utilizing the Florida Aviation Database, to submit a checklist for Airport Transparency and Accountability Reporting Compliance, which must be completed by November 1st. On November 2nd, FDOT will begin reviewing the information and per statute, beginning January 15, 2022, and annually thereafter, FDOT will summarize the Aviation Authority's compliance with section 332.0075, F.S., for submission to the Governor, President of the Senate, and Speaker of the House of Representatives.

The statute requirements are wide-ranging, spanning multiple departments. Staff have worked collaboratively to ensure the Aviation Authority is complying with the above provisions as follows:

- The Aviation Authority monitors Ethics Training for the Board Members and confirms filing of annual financial disclosures.

- The Aviation Authority maintains a compliance matrix documenting the statute requirements and the corresponding internal procedures to meet the requirements.
- The Aviation Authority is periodically audited, the latest of which confirmed compliance with Chapter 287, F.S.
- The Aviation Authority's public website includes a specific section linking to the required postings.
- Aviation Authority Staff has prepared documentation and is ready for submission to FDOT.

The web portal requires an authorized individual to attest to the Aviation Authority Board's compliance with part III of Chapter 112, Chapter 287, and Section 332.0075, F.S. The Chief Executive Officer has been identified as the authorized individual to provide this attestation on behalf of the Aviation Authority Board.

Small Business

Not applicable.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

The Aviation Authority will not receive anticipated revenue from FDOT until compliance is demonstrated. Per statute, FDOT may not expend any funds allocated to the Aviation Authority, unless pledged for debt service, until deemed compliant.

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to: (1) authorize the Chief Executive Officer to submit the information requested by FDOT on behalf of the Board; and, (2) execute a statement that it has complied with Part III of Chapter 112, Chapter 287, and Section 332.0075, F.S.

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Scott Shedek, Chair, Construction Committee

Item Description

Recommendation of the Construction Committee for Approval of an Addendum to the Professional Services Agreement with C&S Engineers, Inc. for the Design Services for BP-00052, Taxiway A Rehabilitation and Related Improvements at Orlando Executive Airport (ORL)

Background

On January 13, 2026, a notice was publicly advertised requesting Statements of Qualifications for design and related activities for BP-00052, Taxiway A Rehabilitation and Related Improvements (Solicitation No. 26-386-RFSQ) at ORL.

Taxiway A and associated connectors were last inspected in 2022 under the FDOT Statewide Airfield Pavement Management Program Update and received a Pavement Condition Index of poor to fair (PCI 54-63). This rating classification places a "Year 1" high priority on the asphalt pavement rehabilitation.

The location of project BP-00052 is shown in Exhibit 1 and includes the following:

- Pavement rehabilitation for Taxiway A and taxiway connectors between Taxiway A1 and Taxiway A5
- Relocation of taxiway connectors to prevent the aircraft from having direct access from the ramp to the runway, in accordance with Federal Aviation Administration (FAA) Advisory Circular requirements
- Design of an aircraft holding bay

On April 15, 2026, the Aviation Authority Board approved the recommendation of the Procurement Committee to enter into negotiations with C&S Engineers, Inc. for BP-00052, Taxiway A Rehabilitation and Related Improvements design fee at ORL, which have been successfully negotiated.

C&S Engineers' proposal, dated May 19, 2026, is to provide design services for BP-00052, Taxiway A Rehabilitation and Related Improvement. C&S Engineers, Inc. will provide professional design and engineering services and will coordinate with the Aviation Authority and relevant stakeholders to ensure that all project elements are developed in accordance with applicable FAA and FDOT standards, project requirements, and regulatory guidelines.

On May 26, 2026, the Construction Committee recommended approval of an Addendum to the Professional Services Agreement with C&S Engineers, Inc. for Design Services for BP-00052, Taxiway A Rehabilitation and Related Improvements.

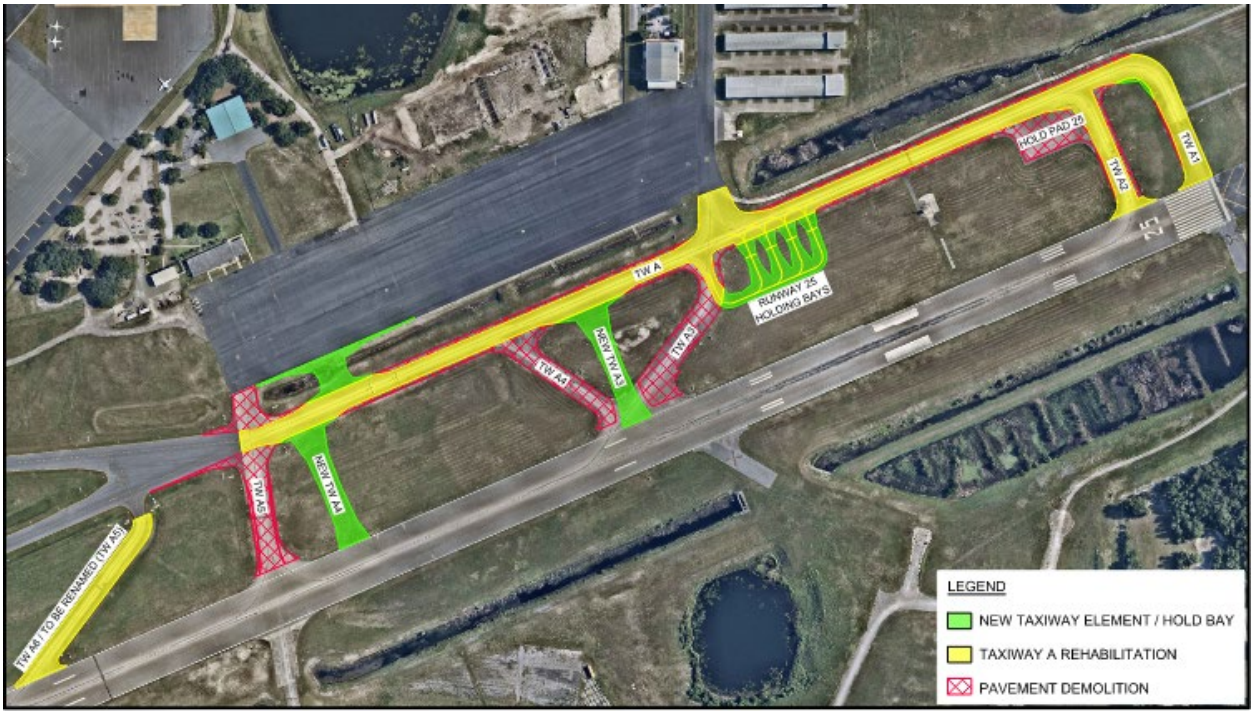
On August 3, 2026, the associated FAA Grant was executed.

Recommendation

Recommendation of the Construction Committee for Approval of an Addendum to the Professional Services Agreement with C&S Engineers, Inc. for the Design Services for BP-00052, Taxiway A Rehabilitation and Related Improvements at ORL.

CONSENT AGENDA ITEM – W –

Exhibit 1



Design (C&S Engineers)	Bid & Award (estimated)	Construction (estimated)	Construction Admin. (estimated)	OAR Services (estimated)	Contingency (estimated)	Total (estimated)
$996,413.60	$30,000	$12,350,000	$555,750	$1,173,250	$1,235,000	$16,340,413.60

Anticipated Project Schedule

Design Completion	March 2027
Construction Procurement	April 2027
Construction NTP	November 2027
Substantial Completion	July 2028

Small Business

The Office of Business Opportunity & Exchange has reviewed the addendum and, based on the identified federal funding source, a Disadvantaged Business Enterprise (DBE) goal is not applicable.

Associated Board Agenda Items

Consent Agenda Item P: Recommendation to Accept Public Transportation Grant Agreements (PTGA) for Orlando Executive Airport (ORL) from the Florida Department of Transportation (FDOT)

Fiscal Impact

The fiscal impact is $996,413.60. Funding is from future Federal Aviation Administration (FAA), Airport Improvement Program (AIP), the Florida Department of Transportation (FDOT) to the extent eligible, and ORL Revenue Funds.

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Construction Committee to: (1) approve an Addendum to the Professional Services Agreement with C&S Engineers, Inc. for the Design Services for BP-00052, Taxiway A Rehabilitation and Related Improvements; (2) authorize funding from future Federal Aviation Administration (FAA), Airport Improvement Program (AIP), the Florida Department of Transportation (FDOT) to the extent eligible, and ORL Revenue Funds in the total amount of $996,413.60, which includes the not-to-exceed fees amount of $970,340.00 and the not-to-exceed expense amount of $26,073.60; and, (3) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review.

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Timothy Mentzer, Fire Chief

Item Description

Recommendation to Approve the Purchase of Three Aircraft Rescue & Firefighting (ARFF) Vehicles from Rosenbauer Minnesota, LLC Utilizing Sourcewell Contract No. 082025-RSD

Background

The Aviation Authority's ARFF Department provides fire suppression for aircraft and structural emergencies, emergency medical services with transport capabilities, and special teams operations such as high-angle and confined space rescue via four ARFF stations strategically located around the airfield.

The Federal Aviation Administration (FAA) has set standards that an airport must meet to remain certified and able to accept commercial airline service. FAA Standards include the number of ARFF vehicles required to be in service because of their firefighting capabilities per the size of the aircraft that operate at the airport. Orlando International Airport (MCO) is an Index E airport, the largest category. The FAA Standard (FAR 139.319, Aircraft rescue and firefighting, operational requirements) also addresses ARFF response times on the airfield. Under this regulation, at least one ARFF vehicle must be at the midpoint of the furthest runway and begin deploying extinguishing agent in under three minutes with the remaining ARFF vehicles arriving within four minutes and begin deploying extinguishing agent. FAA response drills are routinely conducted to ensure that this time can be achieved.

Currently, the Aviation Authority has five ARFF vehicles in frontline service on a 24-hour basis. This purchase includes two ARFF vehicles equipped with High Reach Extendable Turrets (HRET) and one standard ARFF vehicle. HRET-equipped vehicles feature an extendable boom and aircraft-piercing nozzle, providing enhanced access for the safe and effective application of firefighting agents. These three vehicles support the Aviation Authority's goal of strengthening its ARFF apparatus posture across the airfield while replacing three frontline ARFF vehicles and will transition to reserve status. Historically, the Aviation Authority maintained ARFF vehicles in frontline service for 15 years followed by 10 years in reserve, a lifecycle that exceeds industry norms for other Index E airports, which indicate an average frontline service life of 12 years with 5 years in reserve. As a result, the Authority has adopted a revised "12-6" lifecycle model consisting of 12 years of frontline service and 6 years of reserve status. This acquisition, combined with the previously approved ARFF vehicle, will enable the ARFF team to achieve this updated fleet management objective, improve apparatus reliability and availability, and maintain compliance with FAA Part 139 regulations.

These new ARFF Vehicles will allow for the continued operational reliability of our ARFF fleet to maintain a high level of response to aircraft-related emergencies and continued compliance with FAA Standards.

Recommendation

This award is based on an Other Entity Contract in accordance with Aviation Authority Policy 450.02: The Aviation Authority may acquire Goods, Services and Professional Services from a Supplier having a requirements contract, annual agreement, or multi-year contract with any public entity (e.g., federal, state, county, city, authority, school board, Buying Cooperative, etc.) for Goods,

Services, or Professional Services described in the contract and at prices or discounts no less favorable than any outlined in such Contracts.

Under the terms of Sourcewell Contract No. 082025-RSD, Rosenbauer Minnesota, LLC has proposed the price of $1,619,301 for each of the two vehicles equipped with a High Reach Extendable Turret and $1,288,562 for the standard ARFF vehicle. The total proposed price for the three ARFF vehicles is $4,527,164.

Small Business

The Office of Business Opportunity & Exchange has reviewed the requirements of the above-referenced procurement and determined that an LDB/VBE goal is not applicable due to the purchase being made through an Other Entity Contract, specifically the Sourcewell Contract No. 082025-RSD.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

The value of the purchase of the three vehicles is a not-to-exceed amount of $4,527,164. Funding is available from the previously approved Capital Expenditure Fund.

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to: (1) approve the purchase of three Aircraft Rescue & Fire Fighting vehicles from Rosenbauer Minnesota, LLC utilizing Sourcewell Contract No. 082025-RSD; (2) authorize funding from the previously approved Capital Expenditure Fund in the not-to-exceed amount of $4,527,164; and, (3) authorize the Procurement Services Department to issue the necessary purchase orders.

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Scott Shedek, Chair, Construction Committee

Item Description

Recommendation of the Construction Committee for Approval of an Addendum to the Financial Consulting for Construction, Maintenance, Environmental, and Other Projects; Construction Payment Application and Invoice Review; Financial Consulting for the Capital Improvement Program (CIP) and Capital Initiation Requests (CIR); Grant and Passenger Facility Charge (PFC) Application Services; Extension of Staff Services; and Audit and Advisory Services Agreement with Accenture Infrastructure and Capital Projects Consulting, LLC for Fiscal Year 2027 at Orlando International and Orlando Executive Airports

Background

On August 17, 2022, the Aviation Authority Board approved the above-referenced agreement with Accenture Infrastructure and Capital Projects Consulting, LLC (Accenture I&CP). This proposal is to provide FY27 Financial Consulting Services in support of the Aviation Authority's CIP activities at Orlando International and Orlando Executive Airports.

On October 13, 2026, the Construction Committee recommended approval of an Addendum to the Financial Consulting for Construction, Maintenance, Environmental, and Other Projects; Construction Payment Application and Invoice Review; Financial Consulting for the CIP and CIR; PFC Application Services; Extension of Staff Services; and Audit and Advisory Services Agreement with Accenture I&CP for Fiscal Year 2027.

Recommendation

Accenture I&CP provided a proposal, dated October 7, 2026, to provide Financial Consulting for Construction, Maintenance, Environmental, and Other Projects; Construction Payment Application and Invoice Review; Financial Consulting for the CIP and CIR; and PFC Application Services. Services provided in the proposal cover the period from November 1, 2026, through September 30, 2027.

Small Business

The Office of Business Opportunity & Exchange has reviewed the addendum and determined that an LDB/VBE goal is not applicable due to the specialized scope of services to be provided.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

The fiscal impact is $1,999,921. Funding is from Operations and Maintenance Funds.

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Construction Committee to: (1) approve an Addendum to the Financial Consulting for Construction, Maintenance, Environmental, and Other Projects; Construction Payment Application and Invoice Review; Financial Consulting for the Capital Improvement Program and Capital Initiation Requests; Grant and Passenger Facility Charge Application Services; Extension of Staff Services; and Audit and Advisory Services Agreement with Accenture Infrastructure and Capital Projects Consulting, LLC for Fiscal Year 2027 at Orlando International and Orlando Executive Airports; (2) authorize funding from Operations and Maintenance Funds in the total not-to-exceed fee amount of $1,999,921; and, (3) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review.

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Jeff Daniels, Interim Vice President, Facilities

Item Description

Recommendation to Approve the Purchase of 30 Ford Vehicles from Bozard Ford Co. priced from Sourcewell Contract# 081325-NAF, Holler Automotive Group and Rush Truck Centers of Florida, Inc. priced from State of Florida Contract# 25100000-26-STC

Background

The Aviation Authority has 286 vehicles in service throughout the organization. This request is for the purchase of 30 Ford Vehicles and accessories to replace existing vehicles that are nearing the end of their life cycle and accumulated mileage.

The vehicles to be replaced are either (a) greater than 20 years old, (b) have accumulated over 100,000 miles, (c) have incurred lifetime maintenance costs greater than 75% of original vehicle purchase price, (d) exhibit excessive end of life characteristics, or (e) meet all four conditions. As a result, maintenance costs have increased, and in many instances, replacement parts are no longer available.

Replacing these aging vehicles will reduce recurring maintenance costs, increase reliability, and enhance operational efficiency.

Recommendation

The Aviation Authority solicited pricing from different vendors utilizing Sourcewell Contract #081325-NAF and State of Florida Contract# 25100000-26-STC. The proposed prices are as follows:

Line Item	Description	Qty.	Unit Cost	Total Cost	Dealer
1	2026/2027 F150 4X4 Crew Cab XLT with Accessories/Options	5	$51,381.18	$256,905.90	Rush Truck Center
2	2026/2027 F250 with Accessories/Options	2	$48,992.00	$97,984.00	Holler Automotive Group
3	2026/2027 F350 4X4 160" WB with Accessories/Options	1	$54,511.17	$54,511.17	Rush Truck Center
4	2026/2027 F350 Utility with Accessories/Options	9	$59,496.00	$535,464.00	Bozard Ford Co.
5	2026/2027 Maverick 4DR Crew Cab with Accessories/Options	1	$38,755.17	$38,755.17	Rush Truck Center
6	2026/2027 Ranger 4X4 with Accessories/Options	7	$39,996.00	$279,972.00	Holler Automotive Group
7	2026/2027 Explorer with Accessories/Options	1	$39,343.00	$39,343.00	Holler Automotive Group
8	2026/2027 Transit 250 Low Roof with Accessories/Options	4	$45,993.00	$183,972.00	Holler Automotive Group
	Total Award Amount	**30**		**$1,486,907.24**	

Pursuant to Sourcewell Contract #081325-NAF and State of FL Contract #25100000-26-STC, the proposed vehicles cost per vendor is as follows:

Dealer	No. of Vehicles	Total Amount	Contract No.
Bozard Ford Co.	9	$ 535,464.00	Sourcewell 081325-NAF Exp 11/13/2029
Holler Automotive Group	14	$ 601,271.00	FL 25100000-26-STC Exp 5/16/2028
Rush Truck Center	7	$ 350,172.24	FL 25100000-26-STC Exp 5/16/2028

Small Business

The Office of Business Opportunity & Exchange has reviewed the above-referenced purchase and determined that an LDB/VBE goal is not applicable; due to the purchase being made through an Other Entity Contract (OEC), specifically the Sourcewell Contract# 081325-NAF and the State of Florida Contract# 25100000-26-STC.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

The fiscal impact is a not-to-exceed amount of $1,486,907.24. Funding is from the previously approved Capital Expenditure Fund.

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to: (1) approve the purchase of seven vehicles from Bozard Ford Co. utilizing the Sourcewell Contract# 081325-NAF; (2) approve the purchase of 14 vehicles from Holler Automative Group, utilizing State of Florida Contract# 25100000-26-STC; (3) approve the purchase of nine vehicles from Rush Truck Centers of Florida, Inc. utilizing State of FL Contract# 25100000-26-STC; (4) authorize funding from the previously approved Capital Expenditure Fund in the not-to-exceed amount of $1,486,907.24; and, (5) authorize the Procurement Services to issue the necessary purchase orders.

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Marie Dennis, Interim Chief Financial Officer

Item Description

Recommendation to Approve the Award of Other Entity Contract 26-896-OEC to ADP, Inc. (ADP), for Finance, Employees Payroll and Tax Reporting, W-2 Filing Services and Human Resources Modules, including Recruiting, Performance and Talent Development Information for Thirty-Six (36) Months Utilizing Omnia Partners Contract #R250901

Background

The Aviation Authority has utilized ADP for Payroll Processing Services since 1991. ADP provides payroll processing, tax reporting, and W-2 filing services for Aviation Authority employees. ADP's platform serves as a centralized repository for sensitive employee data, including payroll and tax information, and provides employees with secure self-service access to manage their information and access their records. ADP's system supports payroll administration, reporting, and related data exchanges necessary for ongoing operations.

Recognizing the need for a centralized platform to support the employee experience and system integration, the Aviation Authority expanded its use of the ADP platform in 2025 to include additional Human Resources modules, including Recruiting and Talent Development. This expansion provided employees and supervisors with a single system to access payroll, tax, recruiting, performance, and development resources, reducing reliance on multiple applications and creating a more consistent user experience.

Since implementation of these modules, the Aviation Authority has identified additional opportunities to enhance platform functionality and expand integration capabilities. These include enhancements to the Recruiting module to provide more robust talent acquisition capabilities that better support the Aviation Authority's ongoing workforce needs; implementation of ADP Application Programming Interface (API) Central to support and strengthen data exchange and integration between ADP and other Aviation Authority systems; and the addition of Single Sign-On (SSO) capabilities to enhance security and streamline user access. Collectively, these improvements are intended to enhance system functionality, strengthen connectivity between applications, support a more strategic and efficient recruiting process, and provide a more integrated employee experience.

To support continued use of the ADP platform and the proposed additional services, the Aviation Authority identified Omnia Partners Contract No. R250901 as an appropriate cooperative purchasing vehicle. The Omnia contract was competitively solicited and provides appropriate procurement mechanism for the requested services.

Recommendation

Staff recommends approval of a 36 month agreement for Payroll Processing Services, Payment Administration, Talent Development and Human Resources services. The award includes continuation of the Aviation Authority's existing ADP subscriptions and the addition of API Central, SSO, and enhanced Recruiting modules.

Approval of this agreement will ensure continued support of Payroll Processing Services, Payment Administration, Talent Development and Human Resources services for Employees and the addition of API Central, SSO, and enhanced Recruiting modules.

Other Entity Contract No. 26-896-OEC and its associated Master Service Agreement with ADP will become effective on or before November 1, 2026, and will remain in effect for a term of 36 months.

Small Business

The Office of Business Opportunity & Exchange has reviewed the requirements for the above-referenced procurement and determined that an LDB/VBE goal is not applicable, as the services will be procured through an Other Entity Contract (OEC).

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

The fiscal impact is a not-to-exceed amount of $1,330,000 for 36 months. Funding required in the current and subsequent fiscal years will be allocated from the Operations and Maintenance Fund, as approved through the budget process and when funds become available.

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to: (1) approve the award of Other Entity Contract 26-896-OEC to ADP, Inc. utilizing Omnia Partners Contract No. R250901 for Payroll Processing Services, Payment Administration, Talent Development and Human Resources services for Employees and the addition of API Central, SSO, and enhanced Recruiting modules, for 36 months, commencing on or about November 1, 2026; (2) authorize funding from departmental Operations and Maintenance Funds in an amount not-to-exceed $1,330,000; and, (3) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review.

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Rishma Khimji, Chief Information Officer

Item Description

Recommendation to Approve the Award of Other Entity Contract 26-879-OEC for the Purchase of a Broadcom VMware Cloud Foundation License Subscription Renewal and Three-Year Fixed Price Agreement from CDW Government LLC (CDWG), utilizing Sourcewell Other Entity Contract No. 121913, Technology Products and Services

Background

The Aviation Authority relies on VMware as the foundational technology platform supporting its data center infrastructure, business applications, and virtual desktop environment. The Aviation Authority has utilized VMware technology since 2005, and today the platform supports approximately 500 virtual servers and more than 70 mission-critical applications used by the Aviation Authority, Transportation Security Administration (TSA), and Customs and Border Protection (CBP).

Critical systems that operate on the VMware platform include Maximo, RMS, Access Control Systems (ACS), Video Surveillance Systems, and numerous operational and administrative applications that support the safe, secure, and efficient operation of the Orlando International Airport. These systems are essential to daily airport operations, regulatory compliance, security monitoring, maintenance management, and business continuity.

The manufacturer, Broadcom, has transitioned its licensing model from perpetual licensing to a subscription-based structure that requires multi-year contractual commitments. Renewal of the VMware subscription is necessary to maintain vendor-supported software, receive security updates, product enhancements, and technical support services.

The proposed three-year agreement provides pricing stability, predictable budgeting, continued support for mission-critical systems, and ensures the Authority maintains a secure, reliable, and resilient technology infrastructure. This investment protects a core component of the Aviation Authority's technology environment and supports the continued delivery of safe, efficient, and uninterrupted airport operations for passengers, tenants, airlines, and federal partners.

26-879-OEC was submitted to three vendors under Sourcewell Other Entity Contract No. 121913, Technology Products and Services. Out of the three, CDWG came out as the lowest responsive and responsible bidder, as shown in the table below.

Bid #	Company Name	Total Bid Amount
1	CDWG	$1,311,742.08
2	Carahsoft	$1,696,844.16
3	Veytec	$1,314,260.64

Recommendation

Staff requests authorization to renew the Broadcom VMware Cloud Foundation license subscription support and establish a three-year fixed-price agreement.

The requested purchase provides the required maintenance, licensing, and infrastructure support necessary to maintain the Aviation Authority's VMware environment. The renewal will provide vendor support, security updates, software enhancements, and technical assistance throughout the three-year subscription term.

Approval of this agreement is recommended to ensure the continued security, reliability, and resiliency of the Authority's VMware infrastructure.

Small Business

The Office of Business Opportunity & Exchange has reviewed the requirements for the above-referenced procurement and determined that, due to the specialized scope of the required services, a Local Developing Business and/or Veteran Business Enterprise participation goal is not applicable.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

The fiscal impact is in an annual lump sum amount of $437,247.36, with a three-year total of $1,311,742.08. This purchase is subject to the availability of funding and will be funded by the department's Operations and Maintenance Funds approved during the budget process. Funds expected to be spent in the current fiscal year are within budget. Funding required in the current and subsequent fiscal years will be allocated from the Operations and Maintenance Fund, as approved through the budget process and when funds become available.

Year 1: $437,247.36 To be billed at time of purchase
Year 2: $437,247.36 To be billed at anniversary
Year 3: $437,247.36 To be billed at anniversary

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to: (1) approve the purchase of the Broadcom VMWare Cloud Foundation License Subscription Renewal and three-year fixed price agreement from CDW Government LLC; (2) authorize funding from approved departmental Operations and Maintenance Fund in the amount of $437,247.36 with a three-year total of $1,311,742.08, utilizing Other Entity Contract by Sourcewell Contract #121913; and, (3) Authorize the Procurement Services Department to issue the necessary purchase orders and any other required documentation following satisfactory legal review.

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Rishma Khimji, Chief Information Officer

Item Description

Recommendation to Approve the Award of Multiple Amendments, to Procurement Contract 24-280-RFP, for Low Voltage Wiring and Installation Services (On-Call)

Background

On June 19, 2024, the Aviation Authority Board awarded Request for Proposal, 24-280-RFP, Low Voltage Wiring and Installation Services (On-Call) to Quality Cable Contractors, Inc. (QCC), Archis Inc. (Archis), Certified Network Professionals Inc. (CNP), Orlando Business Telephone Systems Inc. (OBTS), and Precision Contracting Services Inc. (PCS). The contracts are for five years, effective October 1, 2024, through September 30, 2029.

The contracts require the vendors to provide the Aviation Authority with Low Voltage Cabling Installation, Testing, and Repair Services on an on-call basis at the Orlando International Airport and the Orlando Executive Airport.

The primary objective of this contract is to support the Aviation Authority's ongoing Information Technology (IT) infrastructure and operational needs by providing low-voltage cabling, fiber optic backbone installation, telecommunications wiring, network rack and pathway construction, and related power distribution services. These services support the deployment, expansion, maintenance, and modernization of critical airport technology systems, including voice communications, data networks, Wi-Fi, cellular connectivity, video surveillance, access control, passenger processing systems, and other technology initiatives. They also provide support for Aviation Authority tenants (airlines, RAC, concessions), and other agencies (Transportation Security Administration, Customs and Border Protection, etc.).

The contract enables IT to efficiently deliver infrastructure upgrades, operational improvements, and new technology projects across the airport on an as-needed basis.

The amount approved for on-call services for the first two years of the contract was $3,106,115.75.

Based on the information known at this time, the Contractors have performed satisfactorily. The IT Department concurs with the increase in values.

Recommendation

Staff is requesting a contract amendment to add funds to provide On-Call Low Voltage Wiring, Installation, Testing and Repair Services for year three of the contracts through September 30, 2027.

The value of the scope of services for year three of the contracts through September 30, 2027, is as follows:

24-280-RFP - Low Voltage and Wiring Installation Services						
On Call Low Voltage	**Vendor**	**Vendor**	**Vendor**	**Vendor**	**Vendor**	**Total (1 yr Period)**
Vendor	Archis	CNP	OBTS	PCS	QCC	
Contract Number	24-280-A-RFP	24-280-B-RFP	24-280-C-RFP	24-280-D-RFP	24-280-E-RFP	
Amendments to-date	4	3	5	2	4	
Funded Amount	$ 240,000.00	$ 210,000.00	$ 850,000.00	$ 120,000.00	$ 450,000.00	$ 1,870,000.00
Fund Source	Cap Ex	Cap Ex	Cap Ex	Cap Ex	Cap Ex	
BPA#	98069	98078	98080	98081	98082	

Based on operational requirements, work orders will be issued on an as needed basis throughout the approved period. As such, the aggregate not-to-exceed amount may be allocated or reallocated among the vendors.

Small Business

The Office of Business Opportunity & Exchange has reviewed the addendum and determined that an LDB/VBE goal is not applicable due to the on-call nature of the services to be provided.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

The fiscal impact is a not-to-exceed amount of $1,870,000. Funding is available from previously approved Capital Expenditure Fund.

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to; (1) approve multiple amendments to Procurement Contract 24-280-RFP, for Low Voltage Wiring and Installation Services (On-Call); (2) authorize funding from the Capital Expenditure Fund in the aggregate not-to-exceed amount of $1,870,000 for all five vendors; and, (3) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review.

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Iranetta Dennis, Vice President, Business Opportunity & Exchange

Item Description

Recommendation to Approve Amendments to the Aviation Authority's Local Developing Business (LDB) Program Policy to Account for Current Local Economic Conditions

Background

The Aviation Authority's LDB Program has long served as a foundational mechanism for advancing access to contracting opportunities within the local business community. Since the program's last comprehensive update in 2014, the regional economic landscape has shifted substantially. Rising operating costs, inflationary pressures, and continued market expansion have altered the conditions under which small and emerging firms must compete. These changes have resulted in outdated thresholds and participation criteria that no longer reflect current business realities or adequately support the growth and competitiveness of local firms.

The Office of Business Opportunity & Exchange has evaluated these evolving economic conditions and determined that targeted amendments to the LDB Policy are necessary to maintain the program's effectiveness, strengthen its alignment with contemporary market dynamics, and preserve meaningful pathways for locally based firms to participate in the Aviation Authority's contracting opportunities. Since that time, the regional economy has undergone significant changes, including sustained inflation, higher labor and material costs, and market expansion across key industries.

These economic shifts have rendered the existing size standards outdated. Many growing but still developing local firms now exceed current revenue thresholds despite remaining competitively small within today's cost environment. This has resulted in fewer eligible firms and reduced program reach.

Recommendation

To maintain the effectiveness and relevance of the LDB program, amendments are necessary to modernize program criteria and strengthen alignment with current local business conditions. Proposed updates include:

- Revising business size standards to reflect current economic conditions, including inflation and increased operating costs.
- Updating thresholds that will more accurately define what constitutes a developing business in today's market and will expand eligibility to firms that remain small but have grown due to unavoidable cost pressures.
- Expanding the pool of eligible firms by adjusting revenue ceilings and related program metrics, which supports participation from more locally owned businesses, including those in high-growth sectors where inflation has disproportionately impacted operating capacity.
- Enhancing certification requirements and procedures to ensure accurate assessment of firm capacity and local presence.
- Improving program oversight, tracking mechanisms, and accountability measures to ensure continued transparency and strong participation outcomes.

- Adjusting the personal net worth (PNW) threshold and clarifying excluded assets. The updated criteria increase the allowable PNW limit for qualifying individuals and refine exclusions for primary residence equity, business equity, retirement, and other non-liquid instruments. These changes reflect inflationary impacts and ensure that viable, locally owned firms are not excluded from participation due to economic factors unrelated to operational capacity.

These modifications are essential to maintain the LDB program as a meaningful tool for promoting local economic participation. Without these updates, the program risks excluding legitimate developing businesses and reducing the Aviation Authority's ability to support sustainable community-based economic growth.

Small Business

Not applicable.

Associated Board Agenda Items

There are no associated Board Agenda Items.

Fiscal Impact

Not applicable.

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation to: (1) approve the proposed amendments to the Local Developing Business (LDB) Program Policy as detailed herein; and, (2) authorize the Chief Executive Officer, or an authorized Designee, to execute the necessary policy documents.

GREATER ORLANDO AVIATION AUTHORITY
LOCAL DEVELOPING BUSINESS PROGRAM POLICY

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I. POLICY STATEMENT

The Greater Orlando Aviation Authority (the "Authority") is committed to promoting fair and open competition in its procurement processes by increasing opportunities for qualified Local Developing Businesses ("LDBs") to participate in Authority Contracts and procurements. The Local Developing Business Program (the "LDB Program") is intended to support the growth and development of local businesses, encourage competition, expand contracting opportunities, and promote economic vitality within the communities served by the Authority. Through this LDB Program, the Authority seeks to provide meaningful opportunities for eligible LDBs to compete for work relating to Construction, Professional Services, and non-concession Goods and Services at Orlando International Airport and Orlando Executive Airport.

This LDB Program Policy (the "Policy") applies only to Contracts, as defined in Section II. This Policy does not apply to federally funded contracts or to Concession agreements. Federally funded (DOT-assisted) contracts are governed by and adhere to 49 C.F.R. Part 26, as amended, restated, or superseded from time to time. Concessions are governed by and adhere to 49 C.F.R. Part 23, as amended, restated, or superseded from time to time. References in this Policy to cited statutes and regulations are to their current versions as in effect at the relevant time.

The Authority shall administer the LDB Program in a manner that promotes transparency, accountability, and equitable access to contracting opportunities. LDB Program initiatives may include participation goals, Certification, direct contracting opportunities, outreach, technical assistance, business development initiatives, mentoring opportunities, and other measures designed to increase LDB participation and capacity.

The Office of Business Opportunity & Exchange ("BOeX") shall administer the LDB Program in accordance with this Policy and any administrative procedures that may be adopted by the Chief Executive Officer.

II. DEFINITIONS

For purposes of this Policy, the following terms shall have the meanings set forth below:

A. Affiliate: A business entity that directly or indirectly controls, is controlled by, or is under common control with another business entity. Affiliation shall be determined using the standards established by the U.S. Small Business Administration at 13 C.F.R. § 121.103, as amended.

B. Authority Board: The governing body of the Greater Orlando Aviation Authority responsible for the oversight of Orlando International Airport and Orlando Executive Airport.

C. Business Opportunity & Exchange Liaison Officer ("BOELO"): The Authority official designated by the Chief Executive Officer to administer the LDB Program, including certification, eligibility, monitoring, compliance, and reporting functions, or the BOELO's designee, as further described in Section III.

D. Business Size Standards: The maximum average Gross Receipts established by this Policy for determining eligibility under the LDB Program.

E. Certification: The determination by the Authority that a Firm satisfies the eligibility requirements of the LDB Program.

F. Certified LDB: A Local Developing Business that has received Certification from the Authority in accordance with this Policy.

G. Chief Executive Officer ("CEO"): The Chief Executive Officer of the Authority or the CEO's designee.

H. Commercially Useful Function: Performance of work by a Firm that is responsible for executing, managing, supervising, and performing a distinct portion of the work using its own personnel, equipment, resources, or expertise, and that is not acting solely as a pass-through or intermediary for another firm.

I. Concession: "Concession" shall have the meaning set forth in 49 C.F.R. § 23.3.

J. Construction: The building, altering, repairing, improving, or demolishing of any structure or other improvement to real property, together with construction administrative services such as construction management, project oversight, and related support services for capital projects, as further described in Authority solicitations.

K. Contract: Any agreement with the Authority for Construction, Professional Services, or Goods or Services (other than Concession) that is funded solely with non-Federal funds (i.e., Authority revenue or State funds). Federally funded contracts and Concession agreements are not Contracts within the meaning of this Policy and are outside its scope.

L. Firm: A sole proprietorship, partnership, corporation, limited liability company, joint venture, or other legal business entity.

M. Good Faith Efforts: Actions undertaken by a Firm to achieve established LDB participation goals that are reasonable, documented, timely, and consistent with the requirements of this Policy.

N. Goods: Any tangible item purchased by the Authority to support its operational responsibilities.

O. Graduation: The removal of a Certified LDB from the LDB Program because the Firm no longer meets one or more eligibility requirements established by this Policy.

P. Gross Receipts: All revenue received or accrued, in accordance with the Firm's accounting method, from any source, including sales of goods and services, interest, dividends, rents, royalties, fees, and commissions, less returns and allowances.

Q. Joint Venture: An association of two or more businesses formed to carry out a specific business undertaking in which the parties share ownership, management responsibilities, risks, and profits.

R. LDB: A local developing business that satisfies the eligibility requirements established by this Policy to participate in the LDB Program.

S. LDB Direct Contract: A solicitation designated by the Authority for competition exclusively among Certified LDB Firms in accordance with this Policy.

T. Material Change: A change affecting ownership, control, management, business size, domicile, operations, Certification status, or any other factor relevant to continued eligibility under this Policy.

U. Permitted Geographic Area: Orange, Osceola, Seminole, Lake, Volusia, Brevard, and Polk Counties, Florida.

V. Personal Net Worth (PNW): The total fair market value of an individual's assets less liabilities, calculated in accordance with this Policy, including the exclusions set forth in Section V.A.3.

W. Primary Residence: The place recognized as the individual's main home, evidenced through documentation submitted to the Authority in accordance with Section 222.17, Florida Statutes.

X. Principal Place of Business: The location from which the Firm conducts its primary business affairs and where its decision-making and record-keeping activities occur.

Y. Professional Services: Services provided by an independent contractor or Firm with specialized education, training, licensure, or skill in a given field, such as advice, analysis, reports, or recommendations, rather than the purchase of goods or services that do not require specialized expertise.

Z. Services: The furnishing of labor, expertise, or materials that does not constitute Professional Services as defined in this Policy and does not result in a tangible end product.

AA. Suspension: The temporary removal or limitation of a Firm's eligibility to participate in the LDB Program pending further review or action by the Authority.

III. BUSINESS OPPORTUNITY & EXCHANGE LIAISON OFFICER

The Vice President of BOeX, or the Vice President's designee, shall serve as the BOELO and shall be responsible for administering and monitoring the LDB Program. The BOELO shall support the implementation of this Policy, evaluate LDB Program performance, and recommend LDB Program improvements to the CEO.

The BOELO's responsibilities include:

- Administering and monitoring the LDB Program and implementing the procedures adopted under this Policy;
- Maintaining records, directories, and Certification information relating to LDB Firms;
- Providing information regarding contracting opportunities and promoting awareness of the LDB Program through outreach, educational activities, and business development initiatives, including publication in relevant local and small-business-focused media and resource centers;
- Assisting LDB Firms and contractors in understanding LDB Program requirements and procurement opportunities;
- Monitoring contractor compliance with LDB participation commitments and other LDB Program requirements;
- Participating in pre-bid, pre-proposal, pre-construction, and other meetings relating to LDB Program implementation;
- Serving on bid evaluation committees, proposal review panels, or other procurement review bodies, as assigned;
- Evaluating LDB Program effectiveness and preparing reports and recommendations for the CEO, including annual reports assessing LDB Program impact and progress toward participation goals;
- Supporting mentoring, technical assistance, financing, working capital, and other initiatives intended to promote the growth and development of LDB Firms, and tracking the outcomes of mentoring relationships developed through the LDB Program;
- Reviewing and making recommendations concerning Certification, participation goals, LDB Direct Contracts, Joint Ventures, and other LDB Program matters; and
- Performing such additional duties as may be necessary to administer and advance the objectives of the LDB Program.

IV. EQUITABLE OPPORTUNITY

The Authority shall take reasonable measures to provide Certified LDBs with meaningful opportunities to compete for Authority Contracts and subcontracts. Such measures may include:

- Providing information regarding upcoming contracting and subcontracting opportunities to Certified LDBs and to business organizations that support small and local businesses;
- Making solicitations, plans, specifications, and other procurement information available to interested Firms and small business assistance organizations at no cost or reduced cost, where feasible;

- Encouraging participation by Certified LDBs in pre-bid, pre-proposal, pre-construction, and other procurement-related meetings, including opportunities to ask questions and obtain clarification regarding project scope, requirements, and evaluation criteria;
- Providing to Certified LDBs, upon request, a list of Firms pre-qualified or currently bidding as prime contractors;
- Conducting outreach, recruitment, education, and business development initiatives designed to increase awareness of Authority contracting opportunities and encourage Certification and participation by eligible Firms;
- Evaluating, where feasible and consistent with procurement objectives, whether contracting opportunities may be structured or divided into smaller scopes of work to facilitate participation by Certified LDBs;
- Assisting contractors and subcontractors in identifying Certified LDBs through directories, outreach efforts, and other available resources; and
- Requiring contractors to make Good Faith Efforts to replace a Certified LDB that is terminated, becomes unavailable, or is otherwise unable to perform work committed toward an LDB participation goal. Contractors shall promptly notify BOeX of such circumstances and obtain written approval from the BOELO or designee before substituting or replacing an LDB participant.

V. CERTIFICATION AND ELIGIBILITY

A. Eligibility Criteria

To qualify for participation in the LDB Program, a Firm must satisfy the eligibility requirements set forth in this Section. The Firm must be in compliance with all applicable federal, state, and local laws, must be authorized to transact business in the State of Florida, and must maintain all licenses, registrations, certifications, and qualifications required to perform the applicable work and must possess all professional licenses and permits required to conduct its business.

1. Domicile Criteria. A Firm must be domiciled within the Permitted Geographic Area and maintain its Principal Place of Business within the Permitted Geographic Area. The Permitted Geographic Area consists of Orange, Osceola, Seminole, Lake, Volusia, Brevard, and Polk Counties, Florida. A Firm shall be considered domiciled within the Permitted Geographic Area if:

a. Its Principal Place of Business is physically located within the Permitted Geographic Area. Post office boxes shall not satisfy this requirement; and

b. At least fifty-one percent (51%) of the Firm is owned by one or more individuals whose Primary Residence is located within the Permitted Geographic Area.

2. Ownership Criteria. To be eligible for Certification, a Firm must:

a. Demonstrate continuous operation in the business category, or a related category, for which Certification is sought:

(1) for at least one (1) year, and

(2) the qualifying owner(s) must possess at least one (1) year of experience relevant to the Firm's business activities;

b. Be at least fifty-one percent (51%) owned and controlled by one or more eligible individuals who are citizens or lawful permanent residents of the United States;

c. Be at least fifty-one percent (51%) owned and controlled by one or more eligible individuals whose Personal Net Worth does not exceed the limitation established in this Policy; and

d. Demonstrate that the qualifying owner(s) possesses a real, substantial, and continuing ownership interest in the Firm.

3. Personal Net Worth Criteria. The PNW of each qualifying owner shall not exceed Three Million Five Hundred Thousand Dollars ($3,500,000). The PNW limitation shall be reviewed at least every three (3) years and may be revised, with the approval of the CEO, to reflect inflationary and economic conditions. The following assets shall be excluded from the PNW calculation:

a. Equity in the individual's Primary Residence;

b. Equity in the business for which Certification is sought, provided the individual actively participates in the daily operations of the business;

c. Retirement and insurance assets that are legally restricted and not reasonably available as working capital to the individual; and

d. The cash surrender value of life insurance policies.

4. Business Size Standards. Business size shall be determined using the Firm's average Gross Receipts over the preceding three (3) years. The applicable Business Size Standards are as follows:

Category	Industry Type	Size Cap
Construction	General Building Contractors Heavy Construction Contractors Specialty Trade Contractors	$15 million $12 million $8 million
Architecture & Engineering	Architectural Services Engineering, Surveying, Mapping, and Landscape Architecture	$6.5 million $8 million
Non-Concession Goods & Services	All Goods & Services Providers except Regular Dealers	$8 million $11 million

Category	Industry Type	Size Cap
Professional Services	Legal, Accounting, Consulting, and Similar Services	$6.5 million

The industry categories listed above are illustrative and non-exhaustive; for an industry not listed, BOeX shall apply the Business Size Standard for the most closely analogous listed category. The Authority shall review the Business Size Standards at least every three (3) years and may revise the standards, with the approval of the CEO, to reflect inflationary and economic conditions.

5. Control and Independence Criteria. The qualifying owner(s) must control the Firm's day-to-day operations, management decisions, and long-term strategic direction. The Firm must demonstrate the ability to operate independently and without undue reliance upon, or control by, a non-eligible Firm. In evaluating control and independence, BOeX may consider factors including:

a. Authority to hire and terminate personnel;

b. Authority to negotiate and execute Contracts;

c. Authority to make financial and operational decisions;

d. Shared resources, personnel, facilities, or equipment;

e. Affiliation with other entities through ownership, management, or control; and

f. Disclosure of related businesses, subsidiaries, Affiliates, and Joint Ventures.

BOeX may aggregate the revenues of Affiliates when determining eligibility. The Firm must disclose all related businesses, subsidiaries, Affiliates, and Joint Ventures.

B. Application Requirements

Applicants shall submit an application in the form prescribed by BOeX, including a signed Affidavit of Certification and a signed and notarized Personal Net Worth Statement, and shall provide sufficient information and documentation to establish eligibility under this Policy. Applicants shall execute all affidavits, declarations, and other forms required by BOeX as part of the Certification process. Categories of required supporting documentation shall be prescribed by BOeX.

C. Verification and Determination

1. BOeX may verify information submitted in support of an application, conduct site visits, interview applicants, and request additional information or documentation reasonably necessary to evaluate eligibility, business size, personal net worth, ownership, control, independence, or LDB Program participation.

2. Failure to provide requested information within the timeframe established by BOeX may result in denial, Suspension, or revocation of Certification. Any material misrepresentation, omission, or falsification of information may result in denial, Suspension, revocation, or

permanent removal from the LDB Program. If Certification is denied, BOELO shall provide written notice identifying the factual basis for the determination. A Firm whose application is denied because of material misrepresentation, omission, or falsification may not submit a new application for one (1) year from the date of denial. A Firm whose application is denied as incomplete may submit a new application at any time. A Firm whose application is denied on the merits may not submit a new application for one (1) year from the date of denial.

D. Re-Certification

Certified LDBs shall re-certify annually by submitting a renewal application in the manner prescribed by BOeX. A Certified LDB shall notify BOeX within thirty (30) days of any Material Change affecting ownership, control, business size, domicile, eligibility, or other information relevant to Certification. Failure to maintain eligibility or to provide timely notice of a Material Change may result in Suspension or revocation of Certification.

E. Reciprocity

BOeX may recognize certifications issued by federal, state, local, or other governmental entities, including the City of Orlando, Orange County and the Central Florida Expressway, as well as recognized industry certification organizations, where BOeX determines that the certification standards are substantially equivalent to the requirements of this Policy. Applicants seeking reciprocal Certification shall provide proof of current certification and any additional information reasonably requested by BOeX. Reciprocal Certifications remain subject to review, verification, audit, and approval by the Authority. Certified LDBs holding reciprocal Certification shall promptly notify BOeX of any change that may affect eligibility, including changes in ownership, control, business size, certification status, or operational capacity.

F. Retention of Application Records

Applicants shall retain copies of all materials submitted in support of Certification for a minimum of three (3) years from the date of determination. BOeX may request such records at any time for review, audit, or verification.

VI. GRADUATION

Continued participation in the LDB Program is contingent upon a Firm’s ongoing compliance with the eligibility requirements established in Section V of this Policy. A Certified LDB that no longer satisfies one or more eligibility requirements shall graduate from the LDB Program and shall thereafter be ineligible to satisfy LDB participation goals for new Contract awards. Graduation from the LDB Program shall not be considered a penalty or adverse action, but rather recognition that the Firm no longer meets the LDB Program’s eligibility requirements.

Unless otherwise provided in this Policy, Graduation shall not affect participation credit properly earned on Contracts awarded while the Firm was certified and eligible to participate in the LDB

Program. A graduated Firm may submit a new application for Certification after one (1) year, upon demonstrating compliance with all applicable eligibility requirements.

VII. PARTICIPATION GOALS

To promote participation by Certified LDBs, the Authority may establish participation goals for each Contract. These goals are intended to create meaningful opportunities for LDB participation, support business development, and encourage competition in Authority procurements. Participation goals may be applied to any form of competitive solicitation issued by the Authority, however denominated. Participation goals may be adjusted based upon factors including project scope, availability of Certified LDBs, market conditions, industry capacity, historical participation, contracting opportunities, and overall LDB Program performance.

Participation goals are not quotas, do not create an entitlement to Contract award, and shall be implemented consistent with applicable law and Authority procurement requirements.

VIII. PARTICIPATION REQUIREMENTS AND GOOD FAITH EFFORTS

Where an LDB participation goal is established for a solicitation pursuant to Section VII, Firms shall either:

- Commit to meeting the applicable LDB participation goal; or
- Demonstrate that they made adequate Good Faith Efforts to obtain LDB participation.

Firms shall submit LDB participation documentation, Good Faith Effort documentation, and any other information required by the solicitation at the time specified in the solicitation. If the LDB participation goal is not met, documentation of Good Faith Efforts shall be submitted with the bid or proposal or, if requested by the Authority, no later than two (2) business days after the request. The adequacy of Good Faith Efforts shall be determined based upon the quality, scope, intensity, and results of the efforts undertaken.

Examples of Good Faith Efforts may include:

- Soliciting Certified LDB Firms in a timely manner, with sufficient time to review contract requirements, plans, and specifications;
- Providing adequate information regarding the scope of work, including scopes of work aligned with normal industry practices and suitable for LDB participation;
- Making reasonable efforts to divide or unbundle work into economically feasible units to facilitate participation by Certified LDB Firms;
- Advertising subcontracting opportunities in relevant local, trade, and small business publications at least fourteen (14) days prior to the bid or proposal due date, or undertaking reasonable alternative outreach where that timeline cannot be met;
- Promptly communicating addenda, changes in scope, and new subcontracting opportunities to LDB Firms, and following up with interested Firms;

- Negotiating in good faith with responsive Firms and documenting the objective reasons any responding LDB Firm was not selected;
- Assisting Firms in obtaining bonding, insurance, financing, or satisfying other qualification requirements, where appropriate; and
- Taking other reasonable actions designed to increase participation by Certified LDB Firms.

Firms shall maintain and submit documentation demonstrating Good Faith Efforts as required by the solicitation.

IX. EVALUATION OF GOOD FAITH EFFORTS

BOeX shall evaluate the adequacy of Good Faith Efforts submitted in response to an LDB participation goal. In evaluating Good Faith Efforts, BOeX shall consider the totality of the circumstances and determine whether the Firm undertook proactive, reasonable, timely, and documented efforts prior to bid or proposal submission to provide Certified LDBs with a meaningful opportunity to participate in the solicitation. Efforts undertaken after submission of the bid or proposal shall not be considered in evaluating the adequacy of Good Faith Efforts.

BOeX may consider factors including:

- The scope, intensity, and timing of the Firm's efforts;
- Whether Certified LDBs were provided a meaningful opportunity to participate;
- Whether work was reasonably divided into subcontracting opportunities suitable for LDB participation;
- Whether adequate information was provided to interested Firms;
- Whether negotiations were conducted in good faith;
- Whether the Firm reasonably considered available Certified LDB Firms;
- Whether similarly situated Firms met the LDB participation goals on comparable projects;
- Whether the Firm maintains an established and active small business development program designed to support the long-term growth of LDBs through mentoring, training, or subcontracting relationships;
- The degree to which the Firm engages LDB Firms in both public and private sector work; and
- Any other relevant factors demonstrating the quality and effectiveness of the Firm's efforts.

No single factor shall be determinative. Where permitted by the solicitation, failure to satisfy an applicable participation goal and failure to demonstrate adequate Good Faith Efforts may result in a determination that a bid or proposal is non-responsive.

X. PARTICIPATION GOAL DETERMINATIONS

Determinations relating to LDB participation goals, Good Faith Efforts, responsiveness, participation credit, and other procurement matters arising under this Policy shall be made by BOELO in accordance with this Policy, the applicable solicitation, and any procedures that may be adopted under this Policy. Appeals of such determinations shall be governed by Section XVIII of this Policy.

XI. LDB DIRECT CONTRACTS

A. Purpose

To promote equitable access and enhance participation of Certified LDB Firms, the Authority may implement direct contracting opportunities reserved exclusively for Certified LDB Firms. These opportunities may apply to all categories of Contracts other than Construction.

B. Eligibility for LDB Direct Contracts

The Authority may designate a solicitation as an LDB Direct Contract when:

- At least three (3) Certified LDB Firms, or such other number as BOeX determines adequate based on the nature, complexity, and size of the procurement, as documented in writing, are available and capable of performing the required scope of work;
- The Authority determines that a direct contract is necessary to meet LDB participation goals and/or to increase the effectiveness and visibility of the LDB Program; and
- BOeX has consulted with the appropriate Authority department regarding the feasibility and suitability of the direct contracting opportunity.

LDB Direct Contracts for professional services subject to Section 287.055, Florida Statutes, shall be procured in accordance with that section.

C. Tiered Development Framework

To ensure that contracting opportunities are proportionate to Firm capacity, the Authority may utilize a tiered contracting framework for Certified LDB Firms. The tiered framework is intended to promote business development, expand participation opportunities, and provide a structured pathway for progression to larger and more complex contracting opportunities. The tier classifications and thresholds for each industry category are set forth below.

Non-Concession Goods and Services. Tier 1 — Early-Stage Vendors: entry-level purchase orders or small service contracts to establish performance history. Tier 2 — Emerging Vendors: firms able to provide recurring goods or maintenance services. Tier 3 — Growth Vendors: firms

with established quality-control systems and a proven delivery record. Tier 4 — Advanced Vendors: transitional vendors ready for open competition and mentorship roles.

Tier	Average 3-Year Gross Receipts
Tier 1 – Early-Stage Vendors	Up to $750,000
Tier 2 – Emerging Vendors	Up to $2 million
Tier 3 – Growth Vendors	Up to $5 million
Tier 4 – Advanced Vendors	Up to $8 million

Professional Services. Tier 1 — Early-Stage Small Consultants: newly formed professional firms or sole practitioners providing limited-scope studies or technical support. Tier 2 — Emerging Consultants: small professional assignments such as drafting, inspection, or analysis work. Tier 3 — Growth Consultants: firms with demonstrated project-management capacity and specialized expertise. Tier 4 — Advanced Consultants: transitional stage for mature firms preparing for unrestricted procurements or teaming as prime consultants.

Tier	Average 3-Year Gross Receipts
Tier 1 – Early-Stage Small Consultants	Up to $500,000
Tier 2 – Emerging Consultants	Up to $2 million
Tier 3 – Growth Consultants	Up to $4 million
Tier 4 – Advanced Consultants	Up to $6 million ($8 million for engineering, surveying and mapping, and landscape architecture services)

D. Administration

BOeX shall determine a Firm's tier classification based upon verified financial data, demonstrated capacity, and related criteria prescribed by BOeX under this Policy. BOeX shall review tier classifications, contract-size thresholds, and related requirements periodically, and no less frequently than every three (3) years, and may recommend adjustments to reflect inflation and prevailing market conditions. Direct-contract opportunities awarded to a Firm shall not exceed the ceiling established for the Firm's assigned tier unless approved by the CEO.

E. Graduation from LDB Direct Contract Eligibility

Criteria governing Graduation from LDB Direct Contract eligibility, including any limitation on the number of direct-contract awards a Firm may receive. The CEO may authorize additional direct-contract awards on a case-by-case basis.

F. Reporting and Oversight

BOeX shall maintain records regarding LDB Direct Contract utilization, tracked by industry category and tier level, and may use such information to evaluate LDB Program effectiveness, identify capacity-building and business development opportunities, recommend LDB Program improvements, and support the Authority's participation goals.

G. Construction Solicitations

No Contract for Construction shall be designated as an LDB Direct Contract or otherwise restricted to or set aside for Certified LDBs, regardless of funding source. Nothing in this Policy shall be applied to prevent any certified, licensed, or registered contractor, subcontractor, or material supplier or carrier from participating in the bidding process for any Construction solicitation, or from receiving information about any such solicitation, consistent with Sections 255.0991 and 255.0992, Florida Statutes. Each competitive solicitation for Construction paid for in whole or in part with state-appropriated funds shall include the disclosure required by Section 255.0991(3), Florida Statutes.

XII. COUNTING LDB PARTICIPATION TOWARD MEETING LDB GOALS

A. General Counting Principles

For non-direct Contracts, Construction, Engineering and CMAR Firms must achieve LDB participation goals through first-tier, second-tier and third-tier participation, unless otherwise specified in the solicitation. LDB participation may be counted through:

- Subcontracts;
- Purchase orders;
- Joint Ventures; and
- Other participation methods expressly authorized in the solicitation or approved in writing by BOELO.

Certified LDB Firms responding as prime contractors must also meet the LDB participation goal specified in the solicitation. A Certified LDB prime may not count its own participation or self-performed work toward any portion of the goal; the goal must be achieved through participation by other Certified LDB Firms.

Unless otherwise specified in the solicitation, participation goals and compliance shall be measured as a percentage of the total Contract value or of the portion of the Contract available for participation.

B. Suppliers and Manufacturers

A Certified LDB acting as a supplier shall receive full participation credit if it: (a) manufactures the products being supplied; or (b) operates a store, warehouse, or distribution system that regularly stocks and sells the products supplied in the ordinary course of business.

If a Certified LDB provides supplies:

- Sixty percent (60%) of the value of the goods supplied shall be counted toward the LDB participation goal; and

If a Certified LDB manufacturers and provides the supplies:

- One hundred percent (100%) of the value of the goods supplied shall be counted if the Certified LDB is the manufacturer of the products being supplied.

C. Trucking Participation

Participation credit for a Certified LDB trucking Firm shall be limited to the value of work performed by the Certified LDB's own trucks and drivers and by Certified LDB trucking subhaulers. To receive participation credit, a Certified LDB trucking Firm must itself own and operate at least one fully licensed, insured, and operational truck used in the performance of the Contract.

D. Certification and Ownership Changes

Participation performed by a Certified LDB that becomes ineligible after Contract award shall continue to be counted toward the applicable participation goal, provided the Firm was properly Certified at the time of Contract award. If a Certified LDB undergoes a change in ownership during Contract performance, the new owner shall submit a new application to BOeX, and participation shall not be counted following the change in ownership unless and until the Firm's continued eligibility is confirmed through the Certification process. If a Firm is certified under multiple Authority business programs, participation may be counted only once for the same scope of work; Firms must clearly identify the scope of work and participation being credited under each program to avoid double counting.

E. Direct Contracts

A Certified LDB awarded an LDB Direct Contract shall perform a Commercially Useful Function with respect to the work for which it was awarded the Contract and may not subcontract more than thirty percent (30%) of the total Contract value, unless approved in writing by the CEO upon a documented recommendation of the BOELO.

F. Consultant-Led Projects

For consultant-led projects, including architectural, engineering, planning, and related Professional Services Contracts, participation may be counted at both the first-tier, second-tier and third-tier subcontractor levels when such participation is clearly identified, documented, and tracked, unless stated differently in the solicitation.

G. Construction Manager at Risk Projects

For Construction Manager at Risk ("CMAR") projects, BOELO may establish participation goals for individual work packages, trade packages, divisions of work, or other procurement components. Participation counted toward established goals may occur at the first-tier, second-tier and third-tier subcontractor level, unless otherwise specified in the applicable solicitation.

XIII. MONITORING AND COMPLIANCE

A. LDB Program Integrity

The Authority is committed to ensuring that only eligible Firms participate in the LDB Program and that participation credited toward LDB goals reflects meaningful and legitimate involvement by Certified LDB Firms. BOeX shall monitor participation, compliance, and performance under this Policy and may take such actions as are reasonably necessary to verify compliance, protect LDB Program integrity, and prevent fraud, abuse, or misuse of the LDB Program.

B. Reporting Requirements

Firms, contractors, consultants, Certified LDB Firms shall provide such reports, certifications, affidavits, documentation, and other information as may be required by the Authority to verify compliance with this Policy. Required reports may include information relating to Contract awards, subcontracting activity, payments made to LDB and other subcontractors during the term of the Contract, utilization, participation achievements, Commercially Useful Function performance, and other information relevant to LDB Program administration, including a final report at Contract completion summarizing payments made to all subcontractors. Upon request, a prime contractor shall provide documentation of its ongoing efforts to meet the applicable LDB participation goal during Contract performance.

C. Audits and Reviews

BOeX may conduct audits, site visits, inspections, interviews, record reviews, and other compliance activities necessary to verify eligibility, participation, performance, Commercially Useful Function requirements, and compliance with this Policy, at its discretion and during any phase of a project. Certified LDBs shall cooperate with all audits and reviews and shall provide access to records, personnel, facilities, and information reasonably requested by the Authority.

D. Duty to Report and Cooperate

Certified LDBs shall promptly notify BOeX of any material issue that may affect compliance with this Policy, including difficulties in achieving established participation goals, changes affecting eligibility, or circumstances impacting a Certified LDB's ability to perform its committed scope of work, and shall seek guidance from BOELO regarding available options for meeting participation goals.

E. Substitution of Certified LDB Firms

A contractor shall not terminate, replace, substitute, or materially reduce the scope of work of a Certified LDB identified without prior written approval from BOELO. Requests for substitution shall be submitted in writing and shall include the reason for the requested substitution and documentation demonstrating efforts to obtain an eligible replacement LDB Firm, where applicable. A contractor seeking to replace a Certified LDB shall make Good Faith Efforts to identify and utilize another Certified LDB to the extent reasonably necessary to maintain the participation commitment upon which the Contract award was based.

F. Notice of Non-Compliance

If BOELO determines that a Certified LDB or prime contractor and/or prime consultant may have failed to comply with this Policy, BOELO may issue a written Notice of Non-Compliance identifying the basis for the determination and any required corrective action.

G. Corrective Action

BOeX may require a Certified LDB or prime contractor and/or prime consultant to submit and implement a plan for corrective action ("Corrective Action Plan") addressing identified deficiencies, compliance failures, reporting issues, participation shortfalls, or other LDB Program violations, by the deadline stated in the Notice of Non-Compliance. The Certified LDB shall provide such information and documentation as BOELO reasonably requests to evaluate and verify corrective actions. Failure to respond or to demonstrate Good Faith Efforts may result in additional monitoring, enforcement action, or negative consideration in future procurement opportunities. BOELO may notify Procurement or Project Management personnel of ongoing or unresolved compliance issues.

H. Enforcement Actions

If BOeX determines that a violation of this Policy has occurred, the Authority may take enforcement action against any participant responsible for the non-compliance, including, without limitation, a prime contractor, Certified LDB, non-LDB contractor, supplier, consultant, joint venture participant, or any other Firm performing work or providing materials or services in connection with the Contract. Enforcement actions may include rejection of claimed participation credit, withholding of Contract payments, required corrective action, removal or replacement of a non-compliant participant, disqualification from future solicitations, Suspension or revocation of Certification, termination of the Contract for non-compliance, referral for investigation, or any other remedy available under this Policy, the Contract documents, or applicable law. The applicability of a particular enforcement action shall depend upon the role of the participant, the nature of the violation, and the Authority's rights and remedies under the governing Contract and applicable law.

I. Record Retention

Certified LDBs shall maintain records relating to eligibility, participation, payments, performance, certifications, and compliance for a minimum of three (3) years following completion of the applicable Contract or other LDB Program activity, or for such longer period as may be required by law, contract, audit, or litigation hold requirements. Such records shall be made available to the Authority upon request for purposes of monitoring, auditing, investigation, or compliance review.

XIV. LDB JOINT VENTURES

The Authority encourages Joint Ventures that provide Certified LDBs with meaningful opportunities to participate in Authority Contracts, develop capacity, expand experience, and compete for future contracting opportunities. A Joint Venture seeking participation credit under

this Policy shall demonstrate that the Certified LDB possesses a real, substantial, and continuing ownership interest in the Joint Venture and actively participates in the management, risks, responsibilities, and day-to-day performance of the work. The Certified LDB's ownership interest, management responsibilities, capital contribution, assumption of risk, and share of profits shall be proportionate to its participation in the Joint Venture.

Each Joint Venture partner for which LDB participation credit is sought must be certified as an LDB at the time the Joint Venture is formed and must remain certified at the time participation credit is claimed. The individual owner(s) of the Certified LDB partner shall continue to satisfy the eligibility requirements of this Policy, including applicable Personal Net Worth requirements. Pass-through arrangements and other structures designed primarily to obtain participation credit without meaningful participation by the Certified LDB are prohibited. An LDB Joint Venture may not subcontract more than thirty percent (30%) of the contracted work to Firms that are not Certified LDBs. This limitation applies to Joint Ventures seeking participation credit on any Contract and is in addition to, and separate from, the Direct Contract subcontracting limitation in Section XII.E of this Policy.

The Joint Venture shall be memorialized in a fully executed written agreement that defines, at a minimum, ownership and profit distribution, management responsibilities, financial contributions, the scope of work assigned to each partner, and the personnel and equipment contributions of each partner, together with such additional information and documentation as may be required by BOeX. The parties to a Joint Venture shall submit such information and documentation as BOeX may require to evaluate the structure, ownership, management, and operation of the Joint Venture. BOELO shall review Joint Ventures on a case-by-case basis and may approve, conditionally approve, or reject a proposed Joint Venture for purposes of participation credit under this Policy. Participation credit for approved Joint Ventures shall be calculated in accordance with Section XII of this Policy. Approved Joint Ventures remain subject to ongoing monitoring, and nothing in this Section shall preclude the Authority from reviewing an approved Joint Venture during Contract performance to ensure continued compliance with this Policy.

XV. WORKING CAPITAL INITIATIVES

The Authority may establish and support working capital initiatives designed to assist Certified LDBs in obtaining access to capital, financing, bonding, insurance, equipment, or other resources necessary to compete for and perform Authority Contracts. Working capital initiatives may include partnerships with financial institutions, governmental entities, nonprofit organizations, community development organizations, surety providers, business assistance organizations, or other entities capable of supporting the growth and development of Certified LDBs.

The CEO, upon the recommendation of the BOELO, may establish guidelines, eligibility requirements, and participation criteria for working capital initiatives implemented pursuant to this Policy. Nothing in this Policy shall be construed to create an entitlement to financial

assistance, financing, bonding support, or participation in any working capital initiative. Participation shall be subject to the availability of funding, program requirements, and applicable Authority approvals. BOELO shall periodically evaluate the effectiveness of working capital initiatives and may recommend modifications intended to further the objectives of the LDB Program.

XVI. OTHER PROCUREMENT INITIATIVES

A. Discretionary Purchasing Initiative

The Authority may implement a discretionary purchasing initiative to support participation by Certified LDB Firms and further the objectives of the LDB Program. Subject to applicable Authority procurement requirements, the CEO may award Contracts to Certified LDB Firms for procurements. Purchases made under this initiative shall comply with applicable Authority procurement requirements, internal controls, budgetary requirements, and LDB Program procedures.

B. Additional Procurement Initiatives

The Authority may establish additional procurement initiatives designed to increase participation by Certified LDB Firms and further the objectives of the LDB Program. The CEO may establish guidelines, eligibility requirements, and participation criteria for such initiatives.

XVII. PROMPT PAYMENT REQUIREMENT

Prime contractors shall pay all utilized subcontractors within thirty (30) business days after receipt of payment from the Authority for the subcontractor's completed work or delivered materials. Delays in payment without just cause shall be reported to BOeX and may result in corrective action, monitoring, or enforcement measures pursuant to Section XIII of this Policy. For Construction, payment shall be made within any shorter period required by applicable law, including the ten (10) day period established by Section 218.735(6), Florida Statutes.

Upon receipt of a request from an unpaid subcontractor or supplier, the Authority may, in its discretion, pay the subcontractor or supplier directly for completed work or delivered materials. The Authority may deduct any such payment from amounts otherwise due to the prime contractor unless the prime contractor provides information demonstrating that payment should not be made. Direct payments under this Section shall be made in accordance with the applicable Contract terms and the Authority's finance and accounting procedures.

The Authority may require proof of payment and may conduct audits, reviews, or other compliance activities to verify compliance with this Section.

XVIII. APPEALS

A. Appeal Rights

Any person or entity adversely affected by a determination made pursuant to this Policy may appeal the determination in accordance with this Section unless a different appeal process is expressly required by applicable law, Contract, or solicitation.

B. Certification Determinations

An applicant may appeal a determination relating to Certification, re-Certification, denial, Suspension, revocation, Graduation, or other eligibility determination under this Policy. Appeals of Certification determinations shall be submitted in writing to the CEO within ten (10) business days after receipt of the determination being appealed.

C. Participation Goal Determinations

A Firm may appeal a determination relating to Good Faith Efforts. If the determination is upheld by the committee responsible for the applicable evaluation, recommendation, or selection process, the affected Firm may appeal the determination to the CEO. Appeals of Good Faith Efforts determinations shall be submitted in writing to the CEO within the timeframe established in the applicable solicitation or, if no timeframe is specified, within five (5) business days after receipt of the determination being appealed.

D. Compliance Determinations

A Firm may appeal a compliance determination resulting in Suspension, revocation of Certification, disqualification from future solicitations, withholding of Contract payments, or termination of a Contract for non-compliance. Compliance determination appeals shall be submitted in writing to the CEO within five (5) business days after receipt of the determination being appealed. A Corrective Action Plan issued to address a correctable, minor non-compliance issue is not a final compliance determination and is not subject to appeal under this Section.

E. Appeal Process and Final Determination

Appeals shall be submitted in writing and shall include all information, documentation, and arguments supporting the appeal. The CEO may affirm, reverse, or modify the determination. The CEO's written decision shall constitute the Authority's final administrative determination under this Policy unless otherwise required by applicable law.

APPROVAL AND UPDATE HISTORY

Last Approval:
Authority Board: _____
Chief Executive Officer: _____

Supersedes: All previous Local Developing Business Program policies.

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Iranetta Dennis, Vice President, Business Opportunity & Exchange

Item Description

Recommendation for Approval of the Aviation Authority's Small Business Program (SBP) Policy to Account for Current Local Economic Conditions

Background

The Aviation Authority's is committed to promoting fair, open, and competitive procurement practices that reflect the evolving economic landscape of Central Florida. As regional growth continues, the Aviation Authority has identified the need for a formal and comprehensive new Small Business Program (SBP) Policy to ensure that small businesses are positioned to participate meaningfully in Aviation Authority contracting opportunities.

The new SBP Policy provides a structured, race-neutral and gender-neutral approach that expands access to contracting opportunities and strengthens the participation capacity of qualified firms. The policy introduces clear eligibility criteria, articulates program objectives, and establishes consistent standards for program monitoring, accountability, and performance evaluation.

Administration of the SB Program will be led by the Office of Business Opportunity & Exchange (BOeX), which will coordinate certification, technical assistance, outreach, and compliance functions. The Vice President of Business Opportunity & Exchange will ensure alignment with organizational priorities and strategic economic development goals.

This formalized policy framework enhances the Aviation Authority's ability to cultivate a competitive vendor ecosystem, support developing firms, and contribute to sustainable economic development.

Recommendation

The Aviation Authority's growing operational footprint and expanding capital program have increased the scale and diversity of procurement needs. As project demands evolve, the Aviation Authority requires a formal policy framework that ensures small businesses have a defined and reliable pathway to participate in available opportunities. The absence of a designated Small Business Policy may limit the ability to leverage local market capacity fully.

A new Small Business (SB) Policy will establish consistent expectations for how small businesses are identified, engaged, and supported throughout the procurement process. The policy will also provide clarity for internal departments, vendors, and the broader business community by setting standardized procedures and participation objectives. Adoption of the SB Policy will strengthen the Aviation Authority's capacity to anticipate market needs, promote competition, and ensure alignment with best practices in public-sector procurement

Small Business

None.

Associated Board Agenda Items

There are no Associated Board Agenda Items.

Fiscal Impact

None.

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation to: (1) authorize the approval of the Small Business Program Policy as detailed herein; and (2) authorize the Chief Executive Officer or an authorized Designee to execute the necessary policy documents.

GREATER ORLANDO AVIATION AUTHORITY
SMALL BUSINESS PROGRAM POLICY

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I. POLICY STATEMENT

The Greater Orlando Aviation Authority (the "Authority") is committed to providing meaningful opportunities for qualified small businesses to compete for and participate in the Authority's procurement opportunities. Through this Small Business Program (the "SBP"), the Authority seeks to encourage fair and open competition, strengthen the local and regional business community, support economic development, and increase participation by eligible Small Businesses in Contracts for Construction, Professional Services, and Goods and Services. The SBP is intended to expand opportunity through race-neutral and gender-neutral measures designed to promote competition and reduce barriers to participation.

Participation goals established under this SBP Policy (the "Policy") are not quotas, set-asides, or guarantees of contract award, and they shall be applied only to the extent consistent with applicable federal law, Florida law, grant conditions, and the Authority's procurement requirements. Contract-specific participation goals established pursuant to this Policy are

requirements of the applicable solicitation or Contract, subject to the Good Faith Efforts provisions of this Policy.

This Policy applies only to Contracts, as defined in Section II. This Policy does not apply to federally funded contracts or to Concession agreements. Federally funded (DOT-assisted) contracts are governed by and adhere to 49 C.F.R. Part 26, as amended, restated, or superseded from time to time. Concessions are governed by and adhere to 49 C.F.R. Part 23, as amended, restated, or superseded from time to time. References in this Policy to cited statutes and regulations are to their current versions as in effect at the relevant time.

The Office of Business Opportunity & Exchange ("BOeX") shall administer and monitor the SBP and shall periodically report on SBP performance and participation outcomes to the Chief Executive Officer. The Authority shall administer the SBP in a manner that promotes transparency, accountability, and equitable access to contracting opportunities.

II. DEFINITIONS

For purposes of this Policy, the following terms have the meanings set forth below:

A. Affiliate: A business entity that directly or indirectly controls, is controlled by, or is under common control with another business entity. Affiliation shall be determined using the standards established by the U.S. Small Business Administration at 13 C.F.R. § 121.103, as amended.

B. BOELO: The BOeX Liaison Officer designated by the Authority to administer and oversee the SBP.

C. Business Size Standard: The maximum size a Firm may attain and remain eligible for the SBP, equal to fifty percent (50%) of the size standard established by the U.S. Small Business Administration for the Firm's primary industry under 13 C.F.R. Part 121, including the size standards table at 13 C.F.R. § 121.201, as amended. Size shall be measured by average annual receipts or number of employees, as applicable to the industry under the SBA size standard, calculated in accordance with the methods prescribed by 13 C.F.R. Part 121.

D. Certification: The determination by the Authority that a Firm satisfies the eligibility requirements of the SBP.

E. Certified Small Business: A Small Business that has received Certification from the Authority in accordance with this Policy.

F. Chief Executive Officer ("CEO"): The Chief Executive Officer of the Authority or the person or persons designated by the CEO to act on the CEO's behalf under this Policy.

G. Commercially Useful Function: Performance of work by a Firm that is responsible for executing, managing, supervising, and performing a distinct portion of the work using its own personnel, equipment, resources, or expertise, and that is not acting solely as a pass-through or intermediary for another firm.

H. Concession: A business enterprise operating under an agreement with the Authority to sell goods or services to the public at Authority facilities, as described in 49 C.F.R. Part 23. Concessions are excluded from the scope of this Policy.

I. Construction: The building, altering, repairing, improving, or demolishing of any structure, building, or other improvement to real property.

J. Contract: Any agreement with the Authority for Construction, Professional Services, or Goods or Services (other than a Concession) that is funded solely with Authority revenue or state funding (i.e., any non-Federal funding). Federally funded contracts and Concession agreements are not Contracts within the meaning of this Policy and are outside its scope. The term also does not include real property leases, space use permits, employee benefits, taxes, judgments, pensions, utilities, subscriptions, debt obligations, artistic works, postage, travel-related expenditures, auto allowances, or similar excluded expenditures.

K. Firm: A business entity, including a sole proprietorship, partnership, corporation, limited liability company, joint venture, or other legal entity, seeking Certification or participation under this Policy.

L. Good Faith Efforts: Actions undertaken by a Firm to achieve established Small Business participation goals that are reasonable, documented, timely, and consistent with the requirements of this Policy.

M. Goods: Supplies, equipment, materials, products, or other tangible items purchased by the Authority.

N. Graduation: The removal of a Certified Small Business from the SBP because the Firm no longer meets one or more eligibility requirements established by this Policy.

O. Gross Receipts: All revenue received or accrued, in accordance with the Firm's accounting method, from any source, including sales of goods and services, interest, dividends, rents, royalties, fees, and commissions, less returns and allowances.

P. Joint Venture: An association of two or more businesses formed to carry out a specific business undertaking in which the parties share ownership, management responsibilities, risks, and profits.

Q. LDB: A business certified under the Authority's Local Developing Business Program Policy.

R. Material Change: A change affecting ownership, control, management, business size, domicile, operations, certification status, or any other factor relevant to continued eligibility under this Policy.

S. Personal Net Worth ("PNW"): The total fair market value of an individual's assets less liabilities, calculated in accordance with this Policy, including the exclusions set forth in Section V.A.5.

T. Professional Services: Services provided by an independent contractor or Firm with specialized education, training, licensure, or skill in a given field, such as advice, analysis, reports, or recommendations, rather than the purchase of goods or services that do not require specialized expertise.

U. Qualifying Owner: An individual, or group of individuals, whose ownership and control of a business is relied upon to establish eligibility under this Policy.

V. Services: The furnishing of labor, expertise, or effort that does not constitute Professional Services or the provision of Goods.

W. Small Business: A for-profit business entity that satisfies the eligibility requirements established under this Policy.

X. Suspension: The temporary removal or limitation of a Firm's eligibility to participate in the SBP pending further review or action by the Authority.

III. BUSINESS OPPORTUNITY & EXCHANGE LIAISON OFFICER

The BOELO shall administer the SBP on behalf of the Authority. The BOELO shall:

- Communicate SBP requirements to contractors, consultants, vendors, and interested Firms;
- Provide information regarding current and anticipated contracting opportunities;
- Conduct outreach and educational efforts designed to increase awareness of Authority procurement opportunities;
- Assist Small Businesses in understanding procurement requirements and processes;
- Maintain directories and records relating to Certified Small Businesses;
- Monitor contractor compliance with participation commitments and SBP requirements;
- Evaluate SBP effectiveness and recommend improvements;
- Support mentoring, networking, and business development initiatives;
- Participate in procurement and evaluation activities when appropriate;
- Verify continuing eligibility of Certified Small Businesses;
- Determine contract-specific participation goals; and
- Perform such additional duties as may be necessary to administer the SBP.

IV. EQUITABLE OPPORTUNITY

The Authority shall make reasonable efforts to ensure Small Businesses have equitable access to procurement opportunities. Such efforts may include outreach events, educational workshops, industry meetings, vendor engagement initiatives, mentoring opportunities, and other business development activities.

V. CERTIFICATION AND ELIGIBILITY

A. Eligibility Criteria

To qualify for participation in the SBP, a Firm must satisfy the eligibility requirements set forth in this Section. The Firm must be in compliance with all applicable federal, state, and local laws, must be authorized to transact business in the State of Florida, and must maintain all professional licenses, registrations, certifications, and qualifications required to perform the applicable work.

1. Registration and Domicile. The Firm must be a for-profit business registered with the Florida Division of Corporations and domiciled in the State of Florida.

2. Operating History and Experience.

(a) The Firm must demonstrate that it has operated continuously in its primary line of business, or a related business category, for at least one (1) year, and

(b) The Qualifying Owner must possess at least one (1) year of relevant experience in the applicable trade, profession, or industry.

3. Ownership and Control. The Firm must be at least fifty-one percent (51%) owned and controlled by one or more United States citizens or lawful permanent residents. Ownership and control must be genuine, substantial, and continuing. The Qualifying Owner shall share in the risks and profits commensurate with the Qualifying Owner's ownership interest, as demonstrated by an examination of the substance, rather than merely the form of ownership and control arrangements. In determining whether a Firm satisfies these requirements, the Authority may review newly formed businesses, recent ownership transfers, management agreements, contractual relationships, employer-employee relationships, and Affiliations with other firms.

4. Business Size. The Firm must not exceed the applicable Business Size Standard: fifty percent (50%) of the size standard established by the U.S. Small Business Administration for the Firm's primary industry under 13 C.F.R. Part 121, including the size standards table at 13 C.F.R. § 121.201, as amended, with size measured by the average annual receipts or number of employees, as applicable to the industry, calculated in accordance with the methods prescribed by 13 C.F.R. Part 121. Where more than one North American Industry Classification System ("NAICS") code or employee-based size standard could reasonably apply, the Authority shall use the applicable NAICS code that provides the highest size threshold for the Firm's primary industry.

5. Personal Net Worth. The Personal Net Worth of each Qualifying Owner must not exceed $3,500,000. For purposes of determining Personal Net Worth, the following assets shall be excluded:

- (a) equity in the individual's primary residence;
- (b) ownership interest or equity in the business for which Certification is sought;

- (c) cash surrender value of life insurance policies; and
- (d) other personal financial instruments or assets that are legally designated for retirement or insurance purposes and are not reasonably available as working capital to the individual.

6. Commercially Useful Function. The Firm must perform a Commercially Useful Function and must actively manage, supervise, and perform the contracted work, performing at least thirty percent (30%) of the total cost of its contract with its own workforce. This self-performance requirement is independent of, and in addition to, the limitation on subcontracting to firms that are not Certified Small Businesses set forth in Article X, Section C.

B. Application Requirements

A Firm seeking Certification shall submit an application and supporting documentation to BOeX in the manner and form prescribed by BOeX, and shall execute all certifications, affidavits, declarations, and other forms required by BOeX as part of the Certification process, together with documentation sufficient to establish eligibility under this Policy. Categories of required supporting documentation shall be prescribed by BOeX. Certification must be obtained prior to submission of a bid or proposal unless otherwise expressly authorized by the applicable solicitation.

C. Reciprocity

The Authority may recognize certifications issued by governmental entities, including the City of Orlando, Orange County, and the Central Florida Expressway Authority or certification organizations approved by BOeX where the issuing entity's standards are substantially equivalent to the requirements of this Policy, subject to review and approval by the BOELO.

D. Renewal

Certification shall be renewed every two (2) years.

E. Audits and Reviews

BOeX may conduct random audits during the Certification period, including site visits, interviews, requests for documentation, and other reviews necessary to verify eligibility and compliance with SBP requirements.

F. Material Changes

Certified Small Businesses shall notify BOeX in writing within thirty (30) calendar days of any Material Change. Failure to maintain eligibility, or failure to timely report a Material Change, may result in removal from the SBP or other action under this Policy.

G. Denial of Certification

BOeX shall provide written notice of any denial of Certification, including the basis for the denial.

1. A Firm whose application is denied because of material misrepresentation, omission, or falsification may not submit a new application for one (1) year from the date of denial.

2. A Firm whose application is denied as incomplete or for failing to meet eligibility requirements may reapply at any time by submitting a new application.

A denied applicant may appeal the denial in accordance with Section XIV.A.

VI. GRADUATION

Continued participation in the SBP is contingent upon the Firm's continuing ability to satisfy the eligibility requirements of this Policy. A Certified Small Business that no longer satisfies the eligibility requirements shall be graduated from the SBP. Graduation is not a penalty; it reflects the Firm's growth beyond the SBP's eligibility parameters and is consistent with the developmental purpose of the SBP.

Unless otherwise provided in this Policy, Graduation shall not affect participation credit properly earned on Contracts awarded while the Firm was certified and eligible to participate in the SBP. A graduated Firm may apply for Certification after one (1) year upon demonstrating compliance with all applicable eligibility requirements and in accordance with SBP procedures.

VII. PARTICIPATION GOALS

To promote participation by Certified Small Businesses, the Authority may establish participation goals for each Contract. These goals are intended to create meaningful opportunities for Small Business participation, support business development, and encourage competition in Authority procurements. Participation goals may be applied to any form of competitive solicitation issued by the Authority, however denominated. Participation goals may be adjusted based upon factors including contract scope, availability of Certified Small Businesses, market conditions, industry capacity, historical participation, funding source requirements, and overall SBP performance.

A. Contract-Specific Goals

Contract-specific participation goals may be determined by the BOELO based upon contract scope, market availability, availability of Certified Small Businesses, funding source requirements, historical participation data, industry conditions, and other factors reasonably related to the objectives of the SBP. Contract-specific participation goals are not aspirational; a Firm must achieve the applicable goal or demonstrate Good Faith Efforts in accordance with Sections VIII and IX.

B. Measurement

Unless otherwise specified in the solicitation, participation goals and compliance shall be measured as a percentage of the total Contract value or of the portion of the Contract available for participation.

Participation goals established under this Policy shall be applied only to the extent consistent with applicable law and the Authority's procurement requirements. The Authority shall periodically review SBP goals and participation outcomes to evaluate SBP effectiveness and ensure goals remain realistic, achievable, and aligned with current market conditions.
Nothing in this Policy shall be applied to prevent any certified, licensed, or registered contractor, subcontractor, or material supplier or carrier from participating in the bidding process for any Construction solicitation, or from receiving information about any such solicitation, consistent with Sections 255.0991 and 255.0992, Florida Statutes.

VIII. PARTICIPATION REQUIREMENTS AND GOOD FAITH EFFORTS

Firms shall submit all Small Business participation documentation required by the solicitation at the time of bid or proposal submission. For continuing services or task-order Contracts, participation documentation shall be submitted as required by the applicable solicitation or Contract.

Where a participation goal applies and is not achieved, the Firm shall demonstrate Good Faith Efforts. Evidence of Good Faith Efforts may include, but is not limited to:

- Name and title of the individual responsible for Small Business outreach and coordination;
- Attendance at pre-bid or pre-proposal meetings held by the Authority where subcontracting opportunities were discussed;
- Lists of Certified Small Businesses solicited;
- Copies of written solicitations to Small Businesses, with proof of delivery, including any non-delivery notices;
- Documentation showing Small Businesses were informed of available work opportunities and subcontracting scopes, including commercially useful work elements;
- Information provided to Small Businesses about bonding, insurance, or other requirements necessary to bid;
- Copies of advertisements placed in general circulation, trade association, and Small Business-focused media at least fourteen (14) days before the bid or proposal due date, or a reasonable alternative timeframe if applicable;
- Documentation demonstrating assistance provided to Small Businesses in understanding plans, specifications, and Contract requirements;
- Evidence of timely communication of addenda to Small Businesses;
- Documentation of follow-up efforts with Small Businesses, including dates, times, and names of individuals contacted;
- Lists of quotations received from Small Businesses and other firms;
- Documentation explaining why solicited Small Businesses were not selected; and

- Documentation demonstrating efforts to negotiate in good faith with interested Small Businesses.

Where a firm that is not a Certified Small Business is selected for work on which a Certified Small Business also submitted a quote, the Firm shall document its efforts to negotiate in good faith, including records of all quotes received, the rationale for the selection, and a documented evaluation of the capacity and qualifications of the firms considered.

IX. EVALUATION OF GOOD FAITH EFFORTS

The BOELO shall evaluate the quality, scope, and intensity of Good Faith Efforts undertaken by a Firm based on the totality of the circumstances. No single factor shall be determinative. In evaluating Good Faith Efforts, the Authority may consider:

- Whether work was reasonably divided into subcontracting opportunities suitable for Small Business participation;
- Whether Certified Small Businesses were provided a meaningful opportunity to participate;
- Whether sufficient time was provided for Small Businesses to respond;
- Whether the Firm actively solicited Certified Small Businesses;
- Whether the Firm engaged in meaningful negotiations with interested Small Businesses;
- Whether similarly situated Firms were able to achieve the participation goal;
- The extent to which the Firm has a history of engaging Small Businesses on other contracts; and
- Any other factors relevant to determining whether the Firm made a genuine effort to obtain Small Business participation.

Only efforts undertaken prior to bid or proposal submission shall be considered, unless otherwise permitted by the solicitation. Failure to meet an applicable participation goal or to demonstrate adequate Good Faith Efforts may render a bid or proposal non-responsive or result in other action consistent with the solicitation and this Policy.

X. COUNTING SMALL BUSINESS PARTICIPATION

A. General Counting Principles

Firms, including Certified Small Businesses, must satisfy applicable participation goals through first-tier, second-tier and third-tier subcontractor or subconsultant participation, unless otherwise specified in the solicitation. Only work performed by a Certified Small Business that performs a Commercially Useful Function shall be counted toward participation goals. The same work shall not be counted under more than one Authority business program.

B. Construction Manager and Construction Manager at Risk Contracts

For Construction Manager ("CM") and Construction Manager at Risk ("CM@R") Contracts, participation goals may be established for the overall Contract, for individual work packages, or both. Participation goals for CM and CM@R Contracts shall be established by the BOELO or designee, and compliance may be determined as a percentage of the entire Contract value or as a percentage of individual work packages.

C. Subcontracting Limitation

A Certified Small Business whose participation is counted toward a participation goal may not subcontract more than thirty percent (30%) of the total value of its Contract or subcontract to firms that are not Certified Small Businesses. This limitation applies to all categories of Contracts, including Construction, Goods, Services, and Professional Services, and is in addition to, and not a substitute for, the Commercially Useful Function requirements of this Policy. This limitation is independent of, and in addition to, the minimum self-performance requirement applicable to Certified Small Businesses under Article V, Section A.6.

D. Supplier Participation

In Construction Contracts, one hundred percent (100%) of the value of materials supplied by a certified manufacturer shall be counted, and sixty percent (60%) of the value of materials supplied by a certified non-manufacturer supplier shall be counted. Firms shall cooperate with BOeX in evaluating supplier eligibility and supply chain practices. The BOELO may require documentation demonstrating that the supplier performs a Commercially Useful Function, including that the supplier maintains inventory, operates a warehouse or distribution facility, purchases and pays for materials, handles billing and delivery, and functions as a legitimate supplier in the ordinary course of business.

E. Regular Dealers

For Goods Contracts, one hundred percent (100%) of the value of goods purchased from a certified Small Business regular dealer shall be counted toward participation goals. A regular dealer is a Firm that maintains inventory, has a place of business, and sells to the public in the ordinary course of business.

F. Trucking Firms

Participation credit for a Certified Small Business trucking Firm shall be limited to work performed by the Certified Small Business's own trucks and drivers and by Certified Small Business trucking subhaulers.

G. Joint Ventures

A Joint Venture seeking participation credit under this Policy shall demonstrate that the Certified Small Business possesses a real, substantial, and continuing ownership interest in the Joint Venture and actively participates in the management, risks, responsibilities, and day-to-day performance of the work. The Certified Small Business's ownership interest, management responsibilities, capital contribution, assumption of risk, and share of profits shall be

proportionate to its participation in the Joint Venture. Each Joint Venture partner for which Certified Small Business participation credit is sought must be certified as a Small Business at the time the Joint Venture is formed and must remain certified at the time participation credit is claimed. The individual owner(s) of the Certified Small Business partner shall continue to satisfy the eligibility requirements of this Policy, including applicable Personal Net Worth requirements. Pass-through arrangements and other structures designed primarily to obtain participation credit without meaningful participation by the Certified Small Business are prohibited. A Certified Small Business Joint Venture may not subcontract more than thirty percent (30%) of the contracted work to Firms that are not Certified Small Businesses. For Joint Ventures involving a Certified Small Business and a firm that is not a Certified Small Business, participation credit shall be based upon the percentage of work for which the Certified Small Business is responsible. For Joint Ventures composed entirely of Certified Small Businesses, one hundred percent (100%) of the Joint Venture's work shall be counted.

The Joint Venture shall be memorialized in a fully executed written agreement that defines, at a minimum, ownership and profit distribution, management responsibilities, financial contributions, the scope of work assigned to each partner, and the personnel and equipment contributions of each partner, together with such additional information and documentation as may be required by BOeX. The parties to a Joint Venture shall submit such information and documentation as BOeX may require to evaluate the structure, ownership, management, and operation of the Joint Venture. BOeX shall review Joint Ventures on a case-by-case basis and may approve, conditionally approve, or reject a proposed Joint Venture for purposes of participation credit under this Policy. Approved Joint Ventures remain subject to ongoing monitoring, and nothing in this Section shall preclude the Authority from reviewing an approved Joint Venture during Contract performance to ensure continued compliance with this Policy.

H. Dual Certification

If a Firm is certified under both the SBP and the LDB Program and both certifications are being claimed, the Firm shall demonstrate distinct scopes of work and financial commitments to avoid double counting of participation.

I. Certification Status During Contract Performance

Work performed by a Certified Small Business that subsequently loses Certification during Contract performance shall continue to count toward participation goals, provided the Firm was certified at the time of Contract award.

J. Ownership Changes

If a change in ownership of a Certified Small Business occurs during the life of a Contract, the new owner shall submit a new application to BOeX. Participation by the Firm shall not count toward participation goals following the ownership change unless and until the Firm is re-certified.

XI. MONITORING AND COMPLIANCE

The Authority may monitor compliance with SBP requirements throughout Contract performance. Monitoring activities may include review of utilization reports, review of payment records, site visits, interviews, audits, payroll reviews, invoice reviews, requests for supporting documentation, and other compliance verification activities deemed appropriate by the Authority.

A. Reporting

Participants shall submit utilization reports, payment reports, and other documentation required by the Authority. Reports shall be submitted monthly during Contract performance, at Contract completion, and upon request. Required reports may include information relating to Contract awards, subcontracting activity, payments made to Small Business and other subcontractors during the term of the Contract, utilization, participation achievements, Commercially Useful Function performance, and other information relevant to SBP administration, including a final report at Contract completion summarizing payments made to all subcontractors.

B. Substitutions and Replacements

A participant shall not replace or substitute a committed Certified Small Business, or reduce its scope of work, without prior written approval from BOELO. The participant shall immediately report any proposed replacement or substitution to BOELO and shall make Good Faith Efforts to replace a Certified Small Business that is terminated or becomes unavailable with another Certified Small Business.

C. Non-Compliance

Failure to comply with SBP requirements, including failure to meet participation commitments without documented Good Faith Efforts, may result in one or more of the following: rejection of claimed participation credit; withholding of Contract payments; a determination of non-responsiveness on future solicitations; Suspension or removal of Certification; disqualification from future solicitations; termination of the Contract for non-compliance; or other remedies available under the Contract or applicable law.

XII. BUSINESS DEVELOPMENT AND CAPACITY BUILDING

The Authority shall offer or support programming that helps Small Businesses grow, including technical assistance workshops, access to bonding and financing resources, mentorship and networking events, and targeted outreach based on industry sector. These services are intended to support the long-term viability and growth of Small Businesses beyond participation in Authority Contracts.

XIII. PROMPT PAYMENT REQUIREMENT

Prime contractors shall pay all utilized subcontractors, including Certified Small Businesses, within thirty (30) business days after receipt of payment from the Authority for the subcontractor's completed work or delivered materials. Delays in payment without just cause shall be reported to BOeX and may be considered in evaluating compliance with this Policy. For Construction, payment shall be made within any shorter period required by applicable law, including the ten (10) day period established by Section 218.735(6), Florida Statutes.

Upon request of an unpaid subcontractor or supplier, the Authority may pay such subcontractor or supplier the applicable sums paid to the contractor on account of the subcontractor's work or the supplier's materials and deduct such payment from amounts due the contractor. Direct payments under this Section shall be made in accordance with the applicable Contract terms and the Authority's finance and accounting procedures.

XIV. APPEALS

A. Certification Appeals

BOeX shall provide written notice of any denial of Certification. An applicant may appeal a Certification denial to the CEO within ten (10) business days after receipt of the denial notice. The appeal must be submitted in writing and include all documentation, information, and arguments the applicant wishes the CEO to consider.

B. Participation Goal and Good Faith Effort Determinations

If the BOELO determines that a Firm failed to satisfy applicable participation requirements or failed to demonstrate adequate Good Faith Efforts, BOeX shall provide written notice explaining the basis for the determination. If the determination is upheld by the committee responsible for the applicable evaluation, recommendation, or selection process, the affected Firm may appeal the determination, as upheld by the committee, to the CEO within five (5) business days after receipt of notice of the committee's action.

C. Appeal Process and Final Administrative Determination

Appeals shall be submitted in writing and shall include all information, documentation, and arguments supporting the appeal. The CEO may affirm, reverse, or modify the determination. The CEO's written decision shall constitute the Authority's final administrative determination under this Policy unless otherwise required by applicable law.

APPROVAL AND UPDATE HISTORY

Approved by the Authority Board: _____

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Lance Lyttle, Chief Executive Officer

Item Description

Recommendation to Approve Benefit Plan Renewals for Active and Retired Employees

Background

The Aviation Authority's medical, dental, vision, flexible spending account (FSA), life, and disability plans are part of the employee benefit package for the Aviation Authority's regular employees and applicable benefits for retirees.

CIGNA provides the following coverages:

- Five fully insured plans:
  - Active Employees and Pre-65 Retirees: Choice In-Network Plan, Choice Plus Point-of-Service (POS) Plan, High-Deductible Health Plan with Health Savings Account (HSA)
  - Post-65 Retirees, a Prescription Drug Plan (PDP), and Medicare Supplemental Plans
- Two fully insured dental plans:
  - Dental Health Maintenance Organization (DHMO) and Preferred Provider Organization (PPO)
- Base and Buy-Up Vision plans on a fully insured basis
- Administrative services for the Flexible Spending Account (FSA)
- Administrative services for HSA Administration

Mutual of Omaha provides the following coverages:

- Life, Accidental Death & Dismemberment (AD&D) and Long-Term Disability plans on a fully insured basis
- Employee Paid Optional Life Insurance plan, Voluntary Accident, Voluntary Hospital Indemnity, and Voluntary Critical Illness
- Advice-to-Pay for the self-insured Short-Term Disability plan

MetLife Legal provides the following coverages:

- Employee Paid MetLife Legal Plan

The current 2026 employee standard contributions for medical coverage are as follows:

- Choice In-Network Plan:
  10% contribution for employee-only coverage or 20% for employee plus dependent coverage
- Choice Plus Point-of-Service Plan:
  15% contribution for employee-only coverage or 25% for employee plus dependent coverage
- High Deductible/Health Savings Account (HSA) Plan:
  10% contribution for employee-only coverage and 20% for employee plus dependent coverage

The current 2026 employee wellness contributions for medical coverage are as follows:

- Choice In-Network Plan:
  8.90% contribution for employee-only coverage or 17.81% for employee plus dependent coverage
- Choice Plus Point-of-Service Plan:
  13.36% contribution for employee-only coverage or 22.26% for employee plus dependent coverage
- High Deductible/Health Savings Account (HSA) Plan:
  0% contribution for employee-only coverage and 14.53% average for employee plus dependent coverage

Recommendation

For Plan Year 2027, the Aviation Authority recommends maintaining the current standard and wellness employee contribution percentage structures outlined above. Employee contribution percentages will remain unchanged, while employee and employer dollar contributions will adjust based on the 2027 renewal premiums.

Employees hired on or before September 30, 2006, share premium costs for retiree-only coverage based on years of service at retirement. Employees hired after September 30, 2006, pay 100% of the premium and are not eligible for cost-sharing. All retirees pay 100% of the premium for dependent coverage.

Employees who provide proof of other credible group coverage may elect to opt out of Authority-provided medical and/or dental plans. Employees who opt out of both plans receive $1,118.04 for the Plan year. Currently, 120 employees have opted out of the medical plan, and 75 have opted out of the dental plan.

Medical Coverage (Active Employees & Pre-65 Retirees)
The industry trend or inflation for health coverage is approximately 12.3% for medical and pharmacy combined. The Aviation Authority's claims loss ratio for the last 12 months through June 2026 was 95.2%. This is approximately 4% lower than the prior year.

The funding methodology was reviewed. Based on claims through June, the analysis determined that a self-funded program would cost approximately $738,389 more than the final fully insured offer and carry worst-case liability of $6,940,213 more than the fully insured costs. Therefore, Staff is recommending that the Aviation Authority remain fully insured for Plan Year 2027, continue the wellness program that offers a financial incentive for participating employees, and re-evaluate self-funding for Plan Year 2028.

Additionally, the Aviation Authority's current program with CIGNA is eligible for an experience-based dividend. The positive experience in 2022 and 2023 resulted in a surplus, of which the Aviation Authority received $2,171,824 into a Premium Stabilization Reserve.

Finally, CIGNA opened a clinic on airport property in November 2025, staffed by a nurse with a remote physician. The Aviation Authority will incur no cost under the fully insured arrangement. There would be additional cost in the self-funded arrangement summarized above. For the reasons outlined above, Staff is recommending that we remain with CIGNA Fully Insured to provide medical benefit coverage for 2027.

The current annualized premium for Active Employees and Pre-65 Retirees is $27,281,041. CIGNA's proposed renewal for the fully insured medical and pharmacy plans for 2027 is 10.50% or $30,145,551, for an increase of $2,864,510.

Medical (Medicare Eligible Retirees – Post 65)
The Aviation Authority continues to provide coverage for Medicare-eligible (post-65) retirees through a Medicare Supplemental Medical Plan and a Part D Prescription Drug Plan. The current annualized premium is $1,895,673. CIGNA proposed a combined increase of 7.54% for a total estimated increase of $142,974 for an annualized premium of $2,038,646. This reflects the current environment in the post-65 population. (The increase for the medical portion has not been received and is estimated in the above percentage.)

Dental (Active and Retirees)
The current annualized premium is $996,656. 2026 was the second year of a 2-year rate guarantee. With a proposed increase of 5.22%, resulting in an estimated 2027 premium of $1,048,712 combined for both plans, or an overall increase of $52,056.

Vision (Active and Retirees)
The current annualized premium for active employees and retirees is $146,961, with a proposed 9.51% increase, resulting in an estimated 2027 premium of $160,935 and an overall increase of $13,975. The employee-only Base Vision premium is fully offset by CIGNA credit. All other vision coverage tiers remain subject to the applicable renewal rates.

Flexible Spending Account (FSA)
The current FSA rate is $4.59 per participant, per month. CIGNA proposed no increase to the participation fee. The annual estimated cost is $15,312 (based on 278 participants). We recommend increasing the employee contribution to $3,400 and a rollover balance of $680, resulting in a total increase of $900 for employee contributions and a $180 increase for rollover balance.

Health Savings Account (HSA)
Current HSA funding is $1,250 for individuals and $2,500 for family and equates to $271,250 based on current enrollment. We recommend an increase of $50 for each tier ($1,300 for individuals and $2,550 for family), resulting in a total of $278,850, or a $7,600 increase.

Life and Disability
The current and renewal annualized premium with Mutual of Omaha is $650,043. The rates are now guaranteed until 1/1/28.

Optional Life Insurance
Optional life insurance coverage is an employee-paid benefit with Mutual of Omaha.

Voluntary Insurance
Accident Insurance, Hospital Indemnity, and Critical Illness insurance coverage is an employee-paid benefit with Mutual of Omaha. MetLife Legal coverage is an employee-paid benefit.

Patient-Centered Outcomes Research (PCORI)
This fee is included in the 2027 renewal and represents approximately $5,680 of the total medical premium. This amount is paid by Cigna directly to the IRS.

Small Business

Not applicable.

Associated Board Agenda Items

There are no Associated Board Agenda Items.

Fiscal Impact

Current group health insurance premiums are effective through December 31, 2026. Premium estimates for Plan Year 2027, effective January 1, 2027, are based on participation, employment levels, and employee plan elections as of June 2026. Employee contribution percentages remain flat for all applicable lines of coverage, with employee dollar contributions adjusting based on the 2027 renewal premiums. Retirees share in the percentage increase.

Under the proposed recommendation, the 2027 calendar year plan cost for medical, dental, and vision for Active Employees and Retirees, based on the projected employee population, is estimated at $33,393,844. This represents a 10.5%, or $3,073,514, increase over the 2026 plan year cost.

Retirees' contributions are estimated to be $670,411 for 2027.

The 2027 calendar year plan cost for life insurance, long-term disability, short-term disability, advice-to-pay services, and the flexible spending account will be $665,355.

Assuming plan elections remain the same as 2026, the Aviation Authority will contribute an estimated $278,850 to the Health Savings Accounts (HSA). Funding is from the Operations and Maintenance Fund.

Additionally, assuming opt-out elections remain the same as 2026, the Aviation Authority will provide opt-out payments to employees totaling approximately $130,655 for 2027.

Requested Action

It is respectfully requested that the Aviation Authority Board resolve to accept to: (1) approve the proposed renewals with CIGNA for medical, dental, vision and FSA, HSA and the Mutual of Omaha for life, long term disability, short term disability advice to pay services, and voluntary life, voluntary insurances, and MetLife Legal with the enhancements referenced; (2) approve the continuation of the medical and/or dental opt-out program; (3) approve the CIGNA post-65 Medicare Supplemental and Part D Prescription Drug Plan; (4) approve continuation of the current employer and employee contribution percentage structures for active employees; (5) approve continuation of the standard and wellness contribution structures for Plan Year 2027; (6) authorize funding from the previously approved Operations and Maintenance Fund; and, (7) authorize an the Chief Executive Officer, or an authorized Designee, to execute the necessary documents following satisfactory legal review.

REVISED

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Lance Lyttle, IAP, Chief Executive Officer

Item Description

Recommendation to Ratify and Approve the Compensation and Classification Structures Implemented Effective September 15, 2024

Background

Aviation Authority Policy 206.01, Wage and Pay Plan, requires Human Resources to evaluate compensation structures against market conditions and labor trends, recommend changes to those structures, and present its recommendations to the Aviation Authority Board for approval.

In August 2023, the Aviation Authority engaged Evergreen Solutions LLC to conduct a comprehensive compensation study. Evergreen assessed market competitiveness, internal equity, job classifications, pay structures, and compensation administration through employee outreach, job assessment analysis, and market salary surveys.

Prior management presented the study to the Aviation Authority Board as an Information Item on August 21, 2024, and stated that staff would bring recommended action for Board approval. Based on the study's recommendations, the Aviation Authority implemented revised salary structures for non-bargaining employees and Aircraft Rescue and Firefighting (ARFF) personnel effective September 15, 2024, but did not obtain the Board's approval for that implementation. Staff has recently identified this mistake and brings this item forward to correct it.

Recommendation

Staff recommends that the Aviation Authority Board ratify and approve, effective as of September 15, 2024, the compensation and classification structures implemented following the 2024 Compensation Study. Ratification will satisfy the Board-approval requirement of Policy 206.01 and sustain a competitive, equitable compensation program that supports employee recruitment and retention.

Small Business

Not applicable.

Fiscal Impact

Staff estimated the cost of the compensation adjustments at $152,030 for FY2024 and $3,585,325 for FY2025. The FY2024 figure covers September 15 through September 30, 2024; the FY2025 figure annualizes the adjustments from October 1, 2024, through September 30, 2025. Both estimates include actual wage increases and estimated costs for employer paid taxes and retirement contributions and reflect the staffing levels shown in the salary schedules attached as Exhibits A through C. The Aviation Authority's FY2024 and FY2025 budgets included funding for the adjustments.

Requested Action

Staff respectfully requests that the Aviation Authority Board: (1) ratify and approve, effective as of September 15, 2024, the revised compensation and classification structures implemented on that date; (2) approve the salary schedules attached as Exhibits A through C; and (3) authorize the Chief Executive Officer to continue administering the revised structures and to take all actions necessary to conform applicable compensation policies and practices to them, subject to satisfactory legal review.

Attachments

Exhibit A: Non-Bargaining Salary Schedule, Effective 09/15/2024
Exhibit B: ARFF Admin & Combat Step Schedule, Effective 09/15/2024
Exhibit C: ARFF Management Salary Schedule, Effective 09/15/2024
Exhibit D: Non-Bargaining Salary Schedule, Effective 08/07/2022
Exhibit E: ARFF Admin & Combat Step Schedule, Effective 08/07/2022
Exhibit F: ARFF Management Salary Schedule, Effective 08/07/2022

EXHIBIT A

Non Bargaining Salary Schedule - Effective 09/15/2024

Salary Range	Rate	Minimum	Midpoint	Maximum
11	Annual	$34,320.00	$45,136.00	$55,931.20
	Hourly	*$16.50*	*$21.70*	*$26.89*
12	Annual	$36,046.40	$47,403.20	$58,760.00
	Hourly	*$17.33*	*$22.79*	*$28.25*
13	Annual	$39,020.80	$51,313.60	$63,585.60
	Hourly	*$18.76*	*$24.67*	*$30.57*
14	Annual	$39,728.00	$52,228.80	$64,750.40
	Hourly	*$19.10*	*$25.11*	*$31.13*
15	Annual	$41,724.80	$54,891.20	$68,016.00
	Hourly	*$20.06*	*$26.39*	*$32.70*
16	Annual	$43,804.80	$57,616.00	$71,406.40
	Hourly	*$21.06*	*$27.70*	*$34.33*
17	Annual	$45,988.80	$60,507.20	$74,984.00
	Hourly	*$22.11*	*$29.09*	*$36.05*
18	Annual	$48,318.40	$63,544.00	$78,748.80
	Hourly	*$23.23*	*$30.55*	*$37.86*
19	Annual	$50,731.20	$66,705.60	$82,700.80
	Hourly	*$24.39*	*$32.07*	*$39.76*
20	Annual	$53,268.80	$70,033.60	$86,819.20
	Hourly	*$25.61*	*$33.67*	*$41.74*
21	Annual	$55,931.20	$73,569.60	$91,187.20
	Hourly	*$26.89*	*$35.37*	*$43.84*
22	Annual	$58,718.40	$77,230.40	$95,721.60
	Hourly	*$28.23*	*$37.13*	*$46.02*
23	Annual	$61,630.40	$81,078.40	$100,484.80
	Hourly	*$29.63*	*$38.98*	*$48.31*

Salary Range	Rate	Minimum	Midpoint	Maximum
24	Annual	$64,729.60	$85,113.60	$105,497.60
	Hourly	*$31.12*	*$40.92*	*$50.72*
25	Annual	$67,953.60	$89,356.80	$110,760.00
	Hourly	*$32.67*	*$42.96*	*$53.25*
26	Annual	$71,364.80	$93,849.60	$116,334.40
	Hourly	*$34.31*	*$45.12*	*$55.93*
27	Annual	$74,963.20	$98,571.20	$122,179.20
	Hourly	*$36.04*	*$47.39*	*$58.74*
28	Annual	$78,686.40	$103,480.00	$128,273.60
	Hourly	*$37.83*	*$49.75*	*$61.67*
29	Annual	$82,638.40	$108,659.20	$134,700.80
	Hourly	*$39.73*	*$52.24*	*$64.76*
30	Annual	$86,736.00	$114,088.00	$141,398.40
	Hourly	*$41.70*	*$54.85*	*$67.98*
31	Annual	$91,104.00	$119,808.00	$148,491.20
	Hourly	*$43.80*	*$57.60*	*$71.39*
32	Annual	$95,659.20	$125,798.40	$155,916.80
	Hourly	*$45.99*	*$60.48*	*$74.96*
33	Annual	$100,422.40	$132,059.20	$163,675.20
	Hourly	*$48.28*	*$63.49*	*$78.69*
34	Annual	$105,435.20	$138,632.00	$171,849.60
	Hourly	*$50.69*	*$66.65*	*$82.62*
35	Annual	$110,697.60	$145,558.40	$180,440.00
	Hourly	*$53.22*	*$69.98*	*$86.75*
36	Annual	$116,230.40	$152,838.40	$189,446.40
	Hourly	*$55.88*	*$73.48*	*$91.08*
37	Annual	$112,840.00	$148,387.20	$183,934.40
	Hourly	*$54.25*	*$71.34*	*$88.43*
38	Annual	$118,476.80	$155,792.00	$193,107.20

Salary Range	Rate	Minimum	Midpoint	Maximum
	Hourly	*$56.96*	*$74.90*	*$92.84*
39	**Annual**	**$124,404.80**	**$163,592.00**	**$202,779.20**
	Hourly	*$59.81*	*$78.65*	*$97.49*
40	**Annual**	**$130,624.00**	**$171,766.40**	**$212,908.80**
	Hourly	*$62.80*	*$82.58*	*$102.36*
41	**Annual**	**$137,155.20**	**$180,356.80**	**$223,558.40**
	Hourly	*$65.94*	*$86.71*	*$107.48*
42	**Annual**	**$144,019.20**	**$189,384.00**	**$234,748.80**
	Hourly	*$69.24*	*$91.05*	*$112.86*
43	**Annual**	**$151,216.00**	**$198,848.00**	**$246,480.00**
	Hourly	*$72.70*	*$95.60*	*$118.50*
44	**Annual**	**$158,787.20**	**$208,800.80**	**$258,814.40**
	Hourly	*$76.34*	*$100.39*	*$124.43*
45	**Annual**	**$166,732.80**	**$219,252.80**	**$271,772.80**
	Hourly	*$80.16*	*$105.41*	*$130.66*
46	**Annual**	**$175,073.60**	**$230,224.80**	**$285,376.00**
	Hourly	*$84.17*	*$110.69*	*$137.20*
47	**Annual**	**$183,830.40**	**$241,737.60**	**$299,644.80**
	Hourly	*$88.38*	*$116.22*	*$144.06*
48	**Annual**	**$193,024.00**	**$253,822.40**	**$314,620.80**
	Hourly	*$92.80*	*$122.03*	*$151.26*
49	**Annual**	**$202,675.20**	**$266,510.40**	**$330,366.40**
	Hourly	*$97.44*	*$128.13*	*$158.83*
50	**Annual**	**$212,804.80**	**$279,843.20**	**$346,881.60**
	Hourly	*$102.31*	*$134.54*	*$166.77*

EXHIBIT B

ARFF Admin & Combat Step Schedule Effective 09/15/2024

ARFF Combat - 2600 Hours | **ARFF Admin - 2080 Hours**

Step	FC2 Firefighter	FC2 Firefighter + EMT	FC3 Engineer	FC3 Engineer + EMT	FC4 Lieutenant	FC4 Lieutenant + EMT	FC5 District Chief	FC5 District Chief + EMT		FA1 Lieutenant	FA1 Lieutenant + EMT	FA2 Division Chief	FA2 Division Chief + EMT
0	$20.41	$21.67											
1	$21.65	$22.91											
2	$22.30	$23.56	$24.53	$25.79									
3	$22.97	$24.23	$25.27	$26.53	$28.30	$29.56				$35.37	$36.95		
4	$23.66	$24.92	$26.02	$27.28	$29.15	$30.41				$36.43	$38.01		
5	$24.37	$25.63	$26.80	$28.06	$30.02	$31.28	$34.22	$35.48		$37.53	$39.10	$42.78	$44.35
6	$25.10	$26.36	$27.61	$28.87	$30.92	$32.18	$35.25	$36.51		$38.65	$40.23	$44.06	$45.64
7	$25.85	$27.11	$28.44	$29.70	$31.85	$33.11	$36.31	$37.57		$39.81	$41.39	$45.38	$46.96
8	$26.63	$27.89	$29.29	$30.55	$32.80	$34.06	$37.40	$38.66		$41.01	$42.58	$46.75	$48.32
9	$27.43	$28.69	$30.17	$31.43	$33.79	$35.05	$38.52	$39.78		$42.24	$43.81	$48.15	$49.72
10	$28.25	$29.51	$31.07	$32.33	$34.80	$36.06	$39.67	$40.93		$43.50	$45.08	$49.59	$51.17
11	$29.10	$30.36	$32.01	$33.27	$35.85	$37.11	$40.86	$42.12		$44.81	$46.38	$51.08	$52.66
12	$29.97	$31.23	$32.97	$34.23	$36.92	$38.18	$42.09	$43.35		$46.15	$47.73	$52.61	$54.19
13	$30.87	$32.13	$33.95	$35.21	$38.03	$39.29	$43.35	$44.61		$47.54	$49.11	$54.19	$55.77
14	$31.79	$33.05	$34.97	$36.23	$39.17	$40.43	$44.65	$45.91		$48.96	$50.54	$55.82	$57.39
15	$32.75	$34.01	$36.02	$37.28	$40.35	$41.61	$45.99	$47.25		$50.43	$52.01	$57.49	$59.07
16	$32.75	$34.01	$37.10	$38.36	$41.56	$42.82	$47.37	$48.63		$51.94	$53.52	$59.22	$60.79
17	$32.75	$34.01	$37.10	$38.36	$42.80	$44.06	$48.79	$50.05		$53.50	$55.08	$60.99	$62.57
18	$32.75	$34.01	$37.10	$38.36	$42.80	$44.06	$50.26	$51.52		$53.50	$55.08	$62.82	$64.40
19	$32.75	$34.01	$37.10	$38.36	$42.80	$44.06	$51.77	$53.03		$53.50	$55.08	$64.71	$66.28
20	$32.75	$34.01	$37.10	$38.36	$42.80	$44.06	$53.32	$54.58		$53.50	$55.08	$66.65	$68.22

Incentives
Paramedic - Add $4.00 hourly
Incentives Effective 9/15/2024

$1.26 EMT

Incentives
Paramedic - Add $5.00 hourly
Incentives Effective 9/15/2024

* Division Chief or Lieutenant Day Incentive - Add $185/pay period

$1.57 EMT

EXHIBIT C

ARFF Management Salary Schedule - Effective 09/15/2024

Position Title	Salary Range		Minimum	Midpoint	Maximum
Deputy Fire Chief	**FM1**	**Annual**	**$116,230.40**	**$152,838.40**	**$189,446.40**
	(36)	**Hourly**	$55.88	$73.48	$91.08
Fire Chief	**FM2**	**Annual**	**$141,273.60**	**$185,764.80**	**$230,276.80**
	(40)	**Hourly**	$67.92	$89.31	$110.71

Annual Salary Based on 2080 Hours

Incentives Effective 09/15/2024
Paramedic - Add $5.00 hourly

EXHIBIT D
Non Bargaining Salary Schedule - Effective 08/07/2022

Salary Range	Rate	Minimum	Midpoint	Maximum
11	**Annual**	**$33,321.60**	**$43,825.60**	**$54,308.80**
	Hourly	*$16.02*	*$21.07*	*$26.11*
12	**Annual**	**$35,006.40**	**$46,030.40**	**$57,054.40**
	Hourly	*$16.83*	*$22.13*	*$27.43*
13	**Annual**	**$36,774.40**	**$48,360.00**	**$59,945.60**
	Hourly	*$17.68*	*$23.25*	*$28.82*
14	**Annual**	**$38,563.20**	**$50,710.40**	**$62,857.60**
	Hourly	*$18.54*	*$24.38*	*$30.22*
15	**Annual**	**$40,518.40**	**$53,289.60**	**$66,040.00**
	Hourly	*$19.48*	*$25.62*	*$31.75*
16	**Annual**	**$42,536.00**	**$55,931.20**	**$69,326.40**
	Hourly	*$20.45*	*$26.89*	*$33.33*
17	**Annual**	**$44,657.60**	**$58,739.20**	**$72,800.00**
	Hourly	*$21.47*	*$28.24*	*$35.00*
18	**Annual**	**$46,904.00**	**$61,692.80**	**$76,460.80**
	Hourly	*$22.55*	*$29.66*	*$36.76*
19	**Annual**	**$49,254.40**	**$64,771.20**	**$80,288.00**
	Hourly	*$23.68*	*$31.14*	*$38.60*
20	**Annual**	**$51,708.80**	**$67,995.20**	**$84,281.60**
	Hourly	*$24.86*	*$32.69*	*$40.52*
21	**Annual**	**$54,308.80**	**$71,427.20**	**$88,524.80**
	Hourly	*$26.11*	*$34.34*	*$42.56*
22	**Annual**	**$57,012.80**	**$74,984.00**	**$92,934.40**
	Hourly	*$27.41*	*$36.05*	*$44.68*
23	**Annual**	**$59,841.60**	**$78,707.20**	**$97,552.00**
	Hourly	*$28.77*	*$37.84*	*$46.90*
24	**Annual**	**$62,836.80**	**$82,638.40**	**$102,419.20**
	Hourly	*$30.21*	*$39.73*	*$49.24*
25	**Annual**	**$65,977.60**	**$86,756.80**	**$107,536.00**
	Hourly	*$31.72*	*$41.71*	*$51.70*
26	**Annual**	**$69,284.80**	**$91,124.80**	**$112,944.00**
	Hourly	*$33.31*	*$43.81*	*$54.30*
27	**Annual**	**$72,779.20**	**$95,700.80**	**$118,622.40**
	Hourly	*$34.99*	*$46.01*	*$57.03*
28	**Annual**	**$76,398.40**	**$100,464.00**	**$124,529.60**
	Hourly	*$36.73*	*$48.30*	*$59.87*
29	**Annual**	**$80,225.60**	**$105,497.60**	**$130,769.60**
	Hourly	*$38.57*	*$50.72*	*$62.87*
30	**Annual**	**$84,219.20**	**$110,760.00**	**$137,280.00**
	Hourly	*$40.49*	*$53.25*	*$66.00*
31	**Annual**	**$88,441.60**	**$116,313.60**	**$144,164.80**
	Hourly	*$42.52*	*$55.92*	*$69.31*
32	**Annual**	**$92,872.00**	**$122,137.60**	**$151,382.40**
	Hourly	*$44.65*	*$58.72*	*$72.78*
33	**Annual**	**$97,489.60**	**$128,211.20**	**$158,912.00**
	Hourly	*$46.87*	*$61.64*	*$76.40*
34	**Annual**	**$102,356.80**	**$134,596.80**	**$166,836.80**
	Hourly	*$49.21*	*$64.71*	*$80.21*
35	**Annual**	**$107,473.60**	**$141,325.60**	**$175,177.60**
	Hourly	*$51.67*	*$67.95*	*$84.22*
36	**Annual**	**$112,840.00**	**$148,387.20**	**$183,934.40**
	Hourly	*$54.25*	*$71.34*	*$88.43*

Approved by Aviation Board 7/20/2022

Salary Range	Rate	Minimum	Midpoint	Maximum
37	**Annual**	**$118,476.80**	**$155,792.00**	**$193,107.20**
	Hourly	*$56.96*	*$74.90*	*$92.84*
38	**Annual**	**$124,404.80**	**$163,592.00**	**$202,779.20**
	Hourly	*$59.81*	*$78.65*	*$97.49*
39	**Annual**	**$130,624.00**	**$171,766.40**	**$212,908.80**
	Hourly	*$62.80*	*$82.58*	*$102.36*
40	**Annual**	**$137,155.20**	**$180,356.80**	**$223,558.40**
	Hourly	*$65.94*	*$86.71*	*$107.48*
41	**Annual**	**$144,019.20**	**$189,384.00**	**$234,748.80**
	Hourly	*$69.24*	*$91.05*	*$112.86*
42	**Annual**	**$151,216.00**	**$198,848.00**	**$246,480.00**
	Hourly	*$72.70*	*$95.60*	*$118.50*
43	**Annual**	**$158,787.20**	**$208,800.80**	**$258,814.40**
	Hourly	*$76.34*	*$100.39*	*$124.43*
44	**Annual**	**$166,732.80**	**$219,252.80**	**$271,772.80**
	Hourly	*$80.16*	*$105.41*	*$130.66*
45	**Annual**	**$175,073.60**	**$230,224.80**	**$285,376.00**
	Hourly	*$84.17*	*$110.69*	*$137.20*
46	**Annual**	**$183,830.40**	**$241,737.60**	**$299,644.80**
	Hourly	*$88.38*	*$116.22*	*$144.06*
47	**Annual**	**$193,024.00**	**$253,822.40**	**$314,620.80**
	Hourly	*$92.80*	*$122.03*	*$151.26*
48	**Annual**	**$202,675.20**	**$266,510.40**	**$330,366.40**
	Hourly	*$97.44*	*$128.13*	*$158.83*
49	**Annual**	**$212,804.80**	**$279,843.20**	**$346,881.60**
	Hourly	*$102.31*	*$134.54*	*$166.77*
50	**Annual**	**$223,454.40**	**$293,841.60**	**$364,228.80**
	Hourly	*$107.43*	*$141.27*	*$175.11*

EXHIBIT E

ARFF Admin & Combat Step Schedule Effective 08/07/2022

	ARFF Combat - 2600 Hours					ARFF Admin - 2080 Hours	
	FC2	FC3	FC4	FC5		FA1	FA2
Step	Firefighter	Engineer	Lieutenant	District Chief		Lieutenant	Division Chief
0	$20.31						
1	$21.54						
2	$21.86						
3	$22.19						
4	$22.52						
5	$22.85	$24.70					
6	$23.20	$25.07					
7	$23.54	$25.45					
8	$23.90	$25.83					
9	$24.25	$26.22	$27.45			$34.31	
10	$24.62	$26.62	$27.86			$34.82	
11	$24.99	$27.01	$28.28	$34.04		$35.34	$42.54
12	$25.36	$27.42	$28.71	$34.55		$35.87	$43.18
13	$25.74	$27.83	$29.13	$35.07		$36.41	$43.83
14	$26.13	$28.25	$29.57	$35.59		$36.95	$44.49
15	$26.52	$28.67	$30.01	$36.13		$37.51	$45.15
16	$26.92	$29.10	$30.46	$36.67		$38.07	$45.83
17	$27.33	$29.54	$30.92	$37.22		$38.64	$46.52
18	$27.73	$29.98	$31.38	$37.78		$39.22	$47.22
19	$28.15	$30.43	$31.85	$38.34		$39.80	$47.93
20	$28.57	$30.89	$32.33	$38.92		$40.40	$48.66
21	$29.00	$31.35	$32.81	$39.50		$41.01	$49.39
22	$29.44	$31.82	$33.30	$40.10		$41.62	$50.13
23	$29.88	$32.30	$33.81	$40.70		$42.25	$50.88
24	$30.33	$32.78	$34.32	$41.31		$42.89	$51.64
25	$30.79	$33.27	$34.83	$41.93		$43.53	$52.42
26	$31.25	$33.77	$35.35	$42.55		$44.18	$53.20
27	$31.72	$34.28	$35.89	$43.19		$44.84	$54.00
28	$32.20	$34.79	$36.43	$43.84		$45.51	$54.81
29	$32.68	$35.31	$36.97	$44.50		$46.19	$55.64
30	$33.17	$35.84	$37.53	$45.16		$46.88	$56.47
31	$33.67	$36.38	$38.09	$45.84		$47.58	$57.32
32	$34.17	$36.92	$38.67	$46.53		$48.29	$58.18
33	$34.68	$37.47	$39.25	$47.23		$49.01	$59.05
34	$35.21	$38.04	$39.84	$47.94		$49.74	$59.94

Incentives
Paramedic - Add $3.47 hourly
EMT - Add $1.26 hourly
Incentives Effective 3/25/2018

Incentives
Paramedic - Add $4.33 hourly
EMT - Add $1.57 hourly
Incentives Effective 3/25/2018

* Division Chief or Lieutenant Day Incentive - Add $185/pay period

Approved by Aviation Board 7/20/2022

EXHIBIT F

ARFF Management Salary Schedule - Effective 08/07/2022

Position Title	Salary Range		Minimum	Midpoint	Maximum
Deputy Fire Chief	**FM1**	**Annual**	**$92,872.00**	**$122,137.60**	**$151,382.40**
	(32)	**Hourly**	$44.65	$58.72	$72.78
Fire Chief	**FM2**	**Annual**	**$112,840.00**	**$148,387.20**	**$183,934.40**
	(36)	**Hourly**	$54.25	$71.34	$88.43

Annual Salary Based on 2080 Hours

Incentives Effective 03/25/2018
Paramedic - Add $4.33 hourly
EMT - Add $1.57 hourly

Approved by Aviation Board 7/20/2022

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Marquez A. Griffin, Senior Vice President, Operations

Type of Release

Invitation to Negotiate

Service/Type

Vehicle Towing and Storage Services

Release Date

November 2026

Committee and Date

Procurement Committee – December 2026

Award Date

February 2027

Scope/Services

The Contract provides for all labor, supervision, materials, signage, equipment, storage facility, tools, and all other accessories, activities and procedures necessary to perform standby services, vehicle towing, and required storage services at the Orlando International Airport, in accordance with the contract specification and the Aviation Authority's Policy: "Operational Procedure, Section 770.01: Removal of Vehicles."

Small Business Participation

The Office of Business Opportunity and Exchange has reviewed the requirements for the above-referenced procurement and determined that LDB/VBE participation is not applicable due to the limited scope.

Value/Term

The Contract term will be for five years, commencing on or about April 1, 2027.

The value of the five-year term is estimated at $2,340,000.

Incumbent

Able Towing and Roadside, LLC.

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Jeffrey Brown, Chief Development Officer

Type of Release

Request for Statement of Qualifications

Service/Type

Solicitations for the Architect and Engineer Services (A/E) and Construction Management at Risk (CMAR) contracts for the Rent-A-Car (RAC) and Parking Expansion Program. The CMAR will be for the South Garage Expansion and QTA Improvements at Orlando International Airport.

Service(s):
1. Architect and Engineer Services (A/E)
2. Construction Management at Risk (CMAR)

Release Date

Architect/Engineer Services - January 2027

Construction Manager at Risk (CMAR) – February 2027

Committee and Date

Procurement Committee

Architect/Engineer Services May 2027

Construction Manager at Risk (CMAR) June 2027

Award Date

Architect/Engineer Services June 2027

Construction Manager at Risk (CMAR) August 2027

Scope/Services

1. **Architect and Engineer Services (A/E)** - The Aviation Authority seeks to engage a qualified, multi-disciplinary Architectural and Engineering (A/E) firm with demonstrated experience in the planning, design, and delivery of aviation Rent-A-Car and parking facilities. The selected firm will provide professional services, including but not limited to permitting, architectural and engineering design, preparation of construction documents, bidding and procurement support, construction administration, commissioning, and project closeout. The A/E firm shall be responsible for coordinating all required disciplines and delivering comprehensive design and support services to facilitate the successful execution of the project.

2. **Construction Management at Risk (CMAR) Services** – The Aviation Authority seeks to engage a qualified CMAR firm with demonstrated experience in the construction of aviation Rent-A-Car (RAC) and Parking facilities. The selected CMAR firm will provide pre-construction and construction phase services, including management and coordination of subcontractors, procurement and bidding support, site safety oversight, scheduling and schedule compliance, quality control, cost management, and overall project delivery. The CMAR firm shall be responsible for administering and coordinating all construction activities to ensure the project is completed safely, efficiently, on schedule, and within budget.

Small Business Participation

The Office of Business Opportunity & Exchange will establish LDB or VBE participation goals for this scope of work.

Value

The value of these contracts will be confirmed as part of the solicitation once the final PDD documents have been submitted.

Incumbent

None.

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Kelly Loll, Senior Vice President of Procurement Services

Item Description

Notification of Awards and Amendments less than $250,000

Background

In accordance with Aviation Authority Policy Section 450.04, Approval Authorizations and Documentation, authority for procurement approvals and contract execution is delegated based on established monetary thresholds and procurement methods. For procurements and individual contract amendments of up to $250,000, final approval and execution authority is assigned to the Senior Vice President of Procurement Services or the Chief Executive Officer, provided the action does not exceed policy thresholds requiring Aviation Authority Board approval.

The Policy further requires Aviation Authority Board approval for procurements and amendments exceeding $250,000, or when cumulative amendment values surpass that threshold following the last Board authorization.

Consistent with these requirements, actions executed under the delegated authority of the Senior Vice President of Procurement Services are reported to the Aviation Authority Board for transparency and oversight.

The attached listing summarizes such awards and amendments executed within delegated authority limits.

PROCUREMENT SUBMITTALS FOR BOARD NOTIFICATION
Awards and amendments less than $250,000.00 executed by the Senior Vice President of Procurement Services (SVPP)

Action	Competition	Vendor	Awards/Amendment Value	Funding	Description of Goods or Service	Total Agreement Value	Terms	SVPP Date Signed
Subscription Service	26-1027-RFQ	KnowBe4 Training	$ 25,355.00	O&M	New - KnowBe4 provides cybersecurity training to GOAA employees. PhishER converts employee-reported phishing emails into actionable threat intelligence. The current 1400 user threshold has been exceeded. This contract is to provide an additional 500 licenses to account for employee growth.	$ 25,355.00	8/5/26-8/4/28	9/16/2026
Subscription Service	26-1105-RFQ	Simfoni USA, Inc	$ 64,422.00	O&M	This subscription platform will assist GOAA with our procurement spend data, dashboard and data analytics.	$ 64,422.00	8/31/26-8/30/27	9/11/2026
Subscription Service	26-1069-OEC	Carahsoft Technology Corporation	$ 27,199.99	O&M	This service will assist GOAA with upgrading and optimizing its virtual desktop infrastructure, improving remote access, supporting Windows 11 readiness, and providing ongoing technical guidance and troubleshooting support.	$ 27,199.99	1/1/25 -12/31/27	9/10/2026
Advertising Agreement	27-107-NOW	Playfly Sports Properties, LLC (PSP)	$ 179,200.00	O&M	FY26/FY27 UCF Advertising Agreement. This agreement is an advertising partnership with Playfly to support marketing opportunities in connection with UCF.	$ 179,200.00	9/1/26-6/30/27	8/25/2026
Subscription Service	26-929-RFQ	CivicPlus	$ 29,325.00	O&M	Annual subscription. New platform for documents redactions conducted by our records management team. This system will replace th existing system GovTA.	$ 29,325.00	9/1/26 - 11/30/27	8/25/2026
Amendment	01-22	DESIGNERS WEST INTERIORS, INC.	$ 146,600.00	O&M	Tile, Marble and Limestone Repair and Replacement Services- Amendment No. 3 - extended for a period of six (6) months, commencing effective October 1, 2026 and expiring March 31, 2027.	$ 1,410,900.00	10/1/26-3/31/27	8/17/2026
Amendment	23-314	CHMWarnick Inc	$ 204,000.00	O&M	Hotel Asset Management Services- Amendment No. 1 renewed and extended for a period of one (1) year, commencing effective as of October 1, 2026, and expiring September 30, 2027.	$ 612,000.00	10/1/26-9/30/27	7/31/2026

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Scott Shedek, Chair, Construction Committee

Item Description

Notification of Beautiful Airports Team (BAT) Program Updates

Background

The following report is to provide updates on all authorized reallocations of funding within the approved $40,000,000 budget to support the BAT Program in accordance with the March 18, 2026, Aviation Authority Board meeting.

INFORMATION ITEM – B –

BAT Program Projects Overview					
Project	**Contractor**	**Original Budget Amount 3/18/26 Board**	**Adjustment Amount**	**Revised Budget Amount**	**Revised Budget CCM Date**
Original Projects					
G-00049 Repair and Replace Faded Roadway Signage at Tradeport Dr, Bear Rd, Casa Verde Rd, & Cargo Rd. (D/B)	Baron International, LLC	$1,800,000.00	($1,574,742.24)	$225,257.76	09/21/26 08/04/26 06/30/26
G-00050 Repair and Replace Faded Roadway Signage at Jeff Fuqua Blvd. (D/B)	AC Signs, LLC	$2,700,000.00	($665,981.60)	$2,034,018.40	09/21/26 06/30/26
H-00414 Under Train Station Parking Rehabilitation (D/B)	The Middlesex Corporation	$4,200,000.00	($509,349.81)	$3,690,650.19	09/21/26
H-00415 Repair and Paint Sign Structures on Jeff Fuqua Boulevard (D/B)	Kiewit Infrastructure South Co.	$2,100,000.00	($82,618.81)	$2,017,381.19	09/21/26
H-00416 Repair and Paint Sign Structures on Heintzleman Boulevard, Tradeport Drive, Bear Road, Casa Verde Road, & Cargo Road (D/B)	Prime Construction Group, Inc.	$1,200,000.00	($231,198.58)	$968,801.42	09/21/26 08/04/26 06/30/26
H-00417 Mill and Resurface Secure Road at Centerfield ARFF (D/B)	The Middlesex Corporation	$1,200,000.00	($629,255.52)	$570,744.48	09/21/26 06/30/26
H-00418 Repair Pavement Depression at Cargo Road near Hangar Boulevard (D/B)	Carr & Collier, Inc.	$600,000.00	($189,980.00)	$410,020.00	09/29/26 08/04/26
H-00419 Pavement Repair Taxiway B1 (D/B)	The Middlesex Corporation	$1,200,000.00	$478,015.87	$1,678,015.87	09/21/26 07/14/26
H-00420 MCO Land Management (D/B)	Prime Construction Group, Inc. ~~Valencia Construction Group, Inc.~~	$2,400,000.00	$402,408.99	$2,802,408.99	09/14/26 08/04/26 06/23/26
H-00421 Jeff Fuqua Boulevard Stormwater Pipe Maintenance Phase 2 (D/B)	Carr & Collier, Inc.	$1,200,000.00	$100,000.00	$1,300,000.00	09/29/26 07/14/26
H-00422 East Airfield Upland and Stormwater Maintenance (D/B)	Prime Construction Group, Inc.	$1,200,000.00	($421,935.93)	$778,064.07	09/14/26 06/30/26
V-01109 Terminals A & B Vertical Surfaces and Ceiling Painting (D/B)	Clancy & Theys Construction Co.	$3,200,000.00	($262,486.63)	$2,937,513.37	09/08/26 08/04/26 06/30/26
V-01110 Garage A Perimeter Railings Clean, Paint, and Repair (D/B)	H.W. Davis Construction, Inc.	$3,000,000.00	($1,897,331.00)	$1,102,669.00	09/14/26 08/04/26 06/30/26
V-01111 Garage B Perimeter Railings Clean, Paint, and Repair (D/B)	HA Contracting Corporation	$3,000,000.00	($1,085,795.00)	$1,914,205.00	09/08/26 08/04/26 06/30/26
V-01112 Terminals A & B Level 1 Stair Enclosures (D/B)	Collage Design and Construction Group, Inc.	$1,200,000.00	($588,609.78)	$611,390.22	09/21/26 08/04/26 06/30/26
V-01113 Airside 1-4 APM Headache Bars (D/B)	Gomez Construction Co.	$1,920,000.00	($367,519.08)	$1,552,480.92	09/21/26 06/30/26
V-01114 Terminal Top Garage Pressure Wash Surfaces and Replace Signage (D/B)	Clancy & Theys Construction Co.	$1,200,000.00	($480,352.27)	$719,647.73	09/14/26 08/04/26 06/30/26
V-01115 Terminals A & B Expansion Joint Replacements at Arrivals & Departures Levels (D/B)	Ovation Construction, Inc.	$600,000.00	$271,800.69	$871,800.69	09/21/26 07/28/26 06/23/26
V-01116 Garages A & B Pressure Wash Surfaces and Replace Signage (D/B)	Collage Design and Construction Group, Inc.	$1,200,000.00	($378,677.48)	$821,322.52	09/21/26
New Projects					
G-00052 Replace Signage on Commercial Lane, Terminal A, B, Terminal Top Garages (D/B)	Baron International, LLC	$0.00	$497,888.08	$497,888.08	09/21/26 08/25/26 06/30/26
H-00387 Drainage Structure Restoration	Carr & Collier, Inc.	$0.00	$1,660,105.24	$1,660,105.24	09/21/26 07/07/26
H-00428 Heintzelman Blvd Barrier Wall and Bridge Painting (D/B)	Prime Construction Group, Inc.	$0.00	$990,211.82	$990,211.82	09/08/26 06/30/26
H-00429 Jeff Fuqua Blvd Barrier Wall and Bridge Painting (D/B)	Kiewit Infrastructure South	$0.00	$3,156,377.68	$3,156,377.68	09/21/26 08/04/26 07/14/26 07/07/26
H-00430 Jeff Fuqua Blvd Concrete Ditch Pavement Restoration	Carr & Collier, Inc.	$0.00	$79,244.02	$79,244.02	08/25/26 07/14/26
H-00432 Terminal C Landside Contractor Laydown Area Cleanup	Kiewit Infrastructure South	$0.00	$264,833.78	$264,833.78	09/14/26 08/04/26
V-01122 Terminal C Garage to GTF Connector Floor Coating Replacement (D/B)	H.W. Davis Construction, Inc.	$0.00	$222,028.00	$222,028.00	09/14/26 07/07/26
V-01123 Terminal C Garage ADA Parking, Markings, and Signage Improvements	Clancy & Theys Construction Co.	$0.00	$77,167.14	$77,167.14	09/21/26 07/07/26
Subtotal Projects Contractor Contracts		$35,120,000.00	($1,165,752.42)	$33,954,247.58	
Soft Costs (PM/CM/OAR)		$3,512,000.00		$3,512,000.00	
Unallocated		**$1,368,000.00**	**$1,165,752.42**	**$2,533,752.42**	
Total		**$40,000,000.00**		**$40,000,000.00**	

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Scott Shedek, Chair, Construction Committee

Item Description

Notification of Change Orders Issued on Active Construction Projects

Background

The following report represents contract change orders issued on active construction projects, as approved by the Construction Committee, requiring notification to the Aviation Authority Board.

INFORMATION ITEM – C –

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

BP-00048-ORL ORL EAST RAMP REHABILITATION - PHASE 1

CONTRACTOR: **Halifax Paving, Inc.**
FUNDING: FDOT,ORL Revenue Fund,FAA

Award CC: 06/10/25 **Oracle PO#:** 1008262 **START DATE(NTP):** **03/27/26**
Award Board: 11/19/25 **Contract Date:** 03/09/26

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	**DESCRIPTION**	**REFERENCE**	**APPVD BY CCM**	**APPVD BY BOARD**	**CO AMOUNT**	**CUMULATIVE**	**CURRENT CONTRACT AMOUNT**	**% OF ORIGINAL ($)**	**TIME (DAYS)**	**CONTRACT DATE**	**% OF ORIGINAL (DAYS)**	**TIME (DAYS)**	**CONTRACT DATE**
	ORIGINAL CONTRACT						**$2,575,370.00**		**180**	**09/22/26**		**60**	**11/21/26**
1	Add Alternate No. 1 Quantity Adjustments	Bulletin No. 1	06/16/26	07/15/26	$425,195.00	$425,195.00	$3,000,565.00	16.51%	0	09/22/26	0.00%	0	11/21/26
					$425,195.00	$425,195.00	**$3,000,565.00**	**16.51%**	**180**	**09/22/26**	**0.00%**	**60**	**11/21/26**

CURRENT CONTRACT

Contractual Substantial Completion **09/22/26**
ACTUAL Substantial Completion $4,200 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion) Time Ext.for S.C 0%
Contractual Final Completion **11/21/26**
ACTUAL Final Completion $2,100 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion) Time Ext.for F.C.: 0%

CONTRACT INFORMATION: Not-to-Exceed (Direct-Negotiated)

Bond is required

Liquidated Damages ($42,00.00/Day for S.C. & $2,100.00/Day for F.C.)

OPEN ISSUES:

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
		TOTAL	**$0.00**	**$0.00**

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
Quantity Adjustment	$425,195.00	16.51%	$0.00	0%
TOTAL	$425,195.00	16.51%	**$0.00**	**0%**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

BP-00050-ORL ORL RUNWAY 7-25 REHABILITATION AND RELATED WORK

CONTRACTOR: **Hubbard Construction Company**

FUNDING: FDOT,Aviation Authority Funds,ORL Revenue Fund,

Award CC: 02/03/26 **Oracle PO#:** 1008125 **START DATE(NTP):** **01/21/26**

Award Board: 02/18/25 **Contract Date:** 12/10/25

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	DESCRIPTION	REFERENCE	APPVD BY CCM	APPVD BY BOARD	CO AMOUNT	CUMULATIVE	CURRENT CONTRACT AMOUNT	% OF ORIGINAL ($)	TIME (DAYS)	CONTRACT DATE	% OF ORIGINAL (DAYS)	TIME (DAYS)	CONTRACT DATE
	ORIGINAL CONTRACT						**$12,542,007.00**		**270**	**10/17/26**		**90**	**01/15/27**
1	*VOIDED*		11/18/25		$0.00	$0.00	$12,542,007.00	0.00%	0	10/17/26	0.00%	0	01/15/27
2	*VOIDED*		02/03/26		$0.00	$0.00	$12,542,007.00	0.00%	0	10/17/26	0.00%	0	01/15/27
3	Interim Quantity Adjustments		05/19/26		$8,790.00	$8,790.00	$12,550,797.00	0.07%	0	10/17/26	0.00%	0	01/15/27
4	Interim Quantity Adjustments		06/30/26	07/15/26	$558,300.70	$567,090.70	$13,109,097.70	4.45%	93	01/18/27	34.44%	0	04/18/27
					$567,090.70	$567,090.70	**$13,109,097.70**	**4.52%**	**363**	**01/18/27**	**34.44%**	**90**	**04/18/27**

CURRENT CONTRACT

Contractual Substantial Completion **01/18/27**

ACTUAL Substantial Completion $7,000 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion) Time Ext.for S.C 35%

Contractual Final Completion **04/18/27**

ACTUAL Final Completion $3,500 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion) Time Ext.for F.C.: 0%

CONTRACT INFORMATION: Unit Price (w/3 Allowances)

Liquidated Damages ($7,000.00/Day for S.C. & $3,500.00/Day for F.C.)

Surety Bond is Required.

Allowance #01: Drainage Pipe Rehabilitation; $200,000.00
Allowance #02: FAA Flight Inspection; $25,000.00
Allowance #03: Airfield Lighting Control System Modification - Vendor; $30,000.00

OPEN ISSUES:

Final Quantity Adjustment and Reconciliation of 3 Allowances

GOAA Constr.:	Reine / TAMMY DOBBYN	Cyrus Callum (OEA)	
A/E:	Avcon, Inc.	Danielle Plummer, Contracts and Grants Manager	
OAR:	Benjamin Brown		

Contractor	Hubbard Construction Company-Michael Hayward,Project Manager
Contractor	Hubbard Construction Company-Anthony Pantina,Project Engineer
Contractor	Hubbard Construction Company-John Lawson,Construction Manager
Design Consultant	Avcon, Inc.-Dan Nickols, PE,Sr. Project Manager, Airfield
OAR	Loyal Wingman, LLC-Benjamin Brown,Owner
OAR	Loyal Wingman, LLC-Lauren (Elle) Baker,Project Coordinator

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
		TOTAL	**$0.00**	**$0.00**

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
Allowance Reconciliation	($40,977.16)	-0.33%	$0.00	0%
Owner Requested	$634,477.86	5.06%	$0.00	0%
Quantity Adjustment	($26,410.00)	-0.21%	$0.00	0%
TOTAL	$567,090.70	4.52%	**$0.00**	**0%**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

BP-00477-MCO AIRSIDES 2 AND 4 APM IMPROVEMENTS (DBOM)

CONTRACTOR: **Mitsubishi Heavy Industries America, Inc.**

FUNDING: O&M (Operations & Maintenance Fund),Cap. Ex. (Capital Expenditure Fund),PFCs (Passenger Facility Charges)

Award CC: 08/21/23 **Oracle PO#:** 1007582 **START DATE(NTP):** **01/24/24**

Award Board: 10/18/23 **Contract Date:** 01/22/24

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	**DESCRIPTION**	**REFERENCE**	**APPVD BY CCM**	**APPVD BY BOARD**	**CO AMOUNT**	**CUMULATIVE**	**CURRENT CONTRACT AMOUNT**	**% OF ORIGINAL ($)**	**TIME (DAYS)**	**CONTRACT DATE**	**% OF ORIGINAL (DAYS)**	**TIME (DAYS)**	**CONTRACT DATE**
	ORIGINAL CONTRACT						**$177,808,570.00**		**1362**	**10/16/27**		**180**	**04/13/28**
1	Various Revisions		07/30/24		$66,800.00	$66,800.00	$177,875,370.00	0.04%	0	10/16/27	0.00%	0	04/13/28
2	Brightline Allowance Requirements		07/30/24		$245,000.00	$311,800.00	$178,120,370.00	0.14%	0	10/16/27	0.00%	0	04/13/28
3	Various Revisions		11/19/24		$0.00	$311,800.00	$178,120,370.00	0.00%	0	10/16/27	0.00%	0	04/13/28
4	CCTV Demonstration		02/11/25		$99,210.01	$411,010.01	$178,219,580.01	0.06%	0	10/16/27	0.00%	0	04/13/28
5	Various Revisions	RFI No. 003	04/08/25		($14,137.93)	$396,872.08	$178,205,442.08	-0.01%	0	10/16/27	0.00%	0	04/13/28
6	Various Revisions		06/03/25		$0.00	$396,872.08	$178,205,442.08	0.00%	0	10/16/27	0.00%	0	04/13/28
7	Various Revisions		07/01/25		$6,633.25	$403,505.33	$178,212,075.33	0.00%	0	10/16/27	0.00%	0	04/13/28
8	Temp Modular Wall System		07/22/25	09/17/25	$386,010.82	$789,516.15	$178,598,086.15	0.22%	0	10/16/27	0.00%	0	04/13/28
9	Various Revisions		09/02/25	09/17/25	$295,663.01	$1,085,179.16	$178,893,749.16	0.17%	0	10/16/27	0.00%	0	04/13/28
10	Various Revisions		09/02/25		$0.00	$1,085,179.16	$178,893,749.16	0.00%	0	10/16/27	0.00%	0	04/13/28
11	Various Revisions		09/16/25		$0.00	$1,085,179.16	$178,893,749.16	0.00%	0	10/16/27	0.00%	0	04/13/28
12	RAILPROS Allowance No. 4		11/04/25	11/19/25	$3,000,000.00	$4,085,179.16	$181,893,749.16	1.69%	0	10/16/27	0.00%	0	04/13/28
13	Tariff Charges		11/04/25	11/19/25	$4,000,000.00	$8,085,179.16	$185,893,749.16	2.25%	0	10/16/27	0.00%	0	04/13/28
14	Negotiated Settlement Thru 11/25/25		12/23/25		$121,608.82	$8,206,787.98	$186,015,357.98	0.07%	0	10/16/27	0.00%	0	04/13/28
15	APM Wire Mesh Installation		02/03/26		$232,368.03	$8,439,156.01	$186,247,726.01	0.13%	0	10/16/27	0.00%	0	04/13/28
16	Allowance No. 4 Reduction		03/03/26		$0.00	$8,439,156.01	$186,247,726.01	0.00%	0	10/16/27	0.00%	0	04/13/28
17	Equipment Room Water Intrusion	FCO No. 2 & No. 3	04/21/26	05/20/26	$508,697.45	$8,947,853.46	$186,756,423.46	0.29%	28	11/13/27	2.06%	0	05/11/28
18	Guidebeam Painting	FCO No. 3	04/21/26		$67,140.17	$9,014,993.63	$186,823,563.63	0.04%	0	11/13/27	0.00%	0	05/11/28
19	Network Video Recorder	RFI 31	05/05/26	06/17/26	$345,277.29	$9,360,270.92	$187,168,840.92	0.19%	0	11/13/27	0.00%	0	05/11/28
20	Rail Pros and Allowance No. 4		06/02/26		$0.00	$9,360,270.92	$187,168,840.92	0.00%	0	11/13/27	0.00%	0	05/11/28
21	Guidebeam Painting		06/30/26		$201,420.49	$9,561,691.41	$187,370,261.41	0.11%	0	11/13/27	0.00%	0	05/11/28
22	GOAA Zone Enclosure		06/30/26		$42,282.20	$9,603,973.61	$187,412,543.61	0.02%	0	11/13/27	0.00%	0	05/11/28

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

	Security											
23	Video Management System	07/21/26	08/19/26	$202,015.47	$9,805,989.08	$187,614,559.08	0.11%	0	11/13/27	0.00%	0	05/11/28
24	Traffic Management Police Support	09/08/26		$0.00	$9,805,989.08	$187,614,559.08	0.00%	0	11/13/27	0.00%	0	05/11/28
				$9,805,989.08	$9,805,989.08	**$187,614,559.08**	**5.51%**	**1390**	**11/13/27**	**2.06%**	**180**	**05/11/28**

CURRENT CONTRACT

Contractual Substantial Completion **11/13/27**

ACTUAL Substantial Completion $0 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion) Time Ext.for S.C 2%

Contractual Final Completion **05/11/28**

ACTUAL Final Completion $0 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion) Time Ext.for F.C.: 0%

Issues:

ALLOWANCE No. 1, Alstom Escorting: $23,266.34 reduced to $2, 6914.75 per CO #06 it has been reduced to $0.00 per CO#7

Allowance No. 2, Florida Highway Patrol: $29,700.00 PER CO #2 14,392.84 from $29,700.00 to $15,307.16

Allowance No. 3, Brightline: $245,000.00 per CO No. 10 deduct ($16,134.00) from $245,000.00 to $228,866.00, per CO#11 $35,863.20 from $228,866.00 to $193,002.80 to offset the cost

Allowance No. 4, Railpros; $3,000,000.00: per CO#16 $74,057.87 from $3,000,000.00 to $2,925,942.13, PER CO#20 $125,739.97 from $2,925,942.13 to $2,800,202.16

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
		TOTAL	**$0.00**	**$0.00**

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
	$0.00	0.00%	$0.00	0%
	$245,000.00	0.14%	$0.00	0%
Allowance Reconciliation	($233,573.13)	-0.13%	$0.00	0%
Negotiated Settlement	$121,608.82	0.07%	$0.00	0%
Owner Requested	$2,211,380.38	1.24%	$0.00	0%
Unforeseen Condition	$7,454,939.76	4.19%	$0.00	0%
TOTAL	$9,799,355.83	5.51%	**$0.00**	**0%**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

BP-00500-MCO AIRSIDES 1 AND 3 INTERIOR REFURBISHMENT (DESIGN/BUILD)

CONTRACTOR: **HCBeck, Ltd. dba The Beck Group** **Award CC:** **Oracle PO#:** 1008263 **START DATE(NTP):** **03/30/26**

FUNDING: ,GARBS (General Airport Revenue Bonds) **Award Board:** **Contract Date:**

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	**DESCRIPTION**	**REFERENCE**	**APPVD BY CCM**	**APPVD BY BOARD**	**CO AMOUNT**	**CUMULATIVE**	**CURRENT CONTRACT AMOUNT**	**% OF ORIGINAL ($)**	**TIME (DAYS)**	**CONTRACT DATE**	**% OF ORIGINAL (DAYS)**	**TIME (DAYS)**	**CONTRACT DATE**
	ORIGINAL CONTRACT						**$0.00**		**1**	**03/30/26**		**0**	**03/30/26**
0					$0.00	$0.00	$0.00	0.00%	0	03/30/26	0.00%	0	03/30/26
					$0.00	$0.00	**$0.00**	**0.00%**	**1**	**03/30/26**	**0.00%**	**0**	**03/30/26**

CURRENT CONTRACT

Contractual Substantial Completion **03/30/26**

ACTUAL Substantial Completion $0 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion) Time Ext.for S.C 0%

Contractual Final Completion

ACTUAL Final Completion $0 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion) Time Ext.for F.C.: 0%

CONTRACT INFORMATION: NTE

Consent of Surety Required -- Bond Requirements re required

Liquidated Damages ($???/Day for S.C. & $???/Day for F.C.)

OPEN ISSUES:
Allowance 1 - Construction Cost - $25,000,000.00

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
		TOTAL	**$0.00**	**$0.00**

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
	$0.00	0.00%	$0.00	0%
TOTAL	$0.00	0.00%	**$0.00**	**0%**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

BP-00505-MCO ROADWAY SIGNAGE UPGRADES - HEINTZELMAN BOULEVARD

CONTRACTOR: **Prime Construction Group, Inc.**
FUNDING: FDOT,GARBS (General Airport Revenue Bonds) FDOT 448639-1; Contract G2071

Award CC: 07/01/25 **Oracle PO#:** 1008048 **START DATE(NTP):** **08/15/25**
Award Board: 07/16/25 **Contract Date:** 08/12/25

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	**DESCRIPTION**	**REFERENCE**	**APPVD BY CCM**	**APPVD BY BOARD**	**CO AMOUNT**	**CUMULATIVE**	**CURRENT CONTRACT AMOUNT**	**% OF ORIGINAL ($)**	**TIME (DAYS)**	**CONTRACT DATE**	**% OF ORIGINAL (DAYS)**	**TIME (DAYS)**	**CONTRACT DATE**
	ORIGINAL CONTRACT						**$2,630,185.00**		**382**	**08/31/26**		**60**	**10/30/26**
1	Various Revisions	RFI No. 2	09/23/25	10/15/25	$750,400.00	$750,400.00	$3,380,585.00	28.53%	0	08/31/26	0.00%	0	10/30/26
2	Various Revisions		01/06/26		($75,505.31)	$674,894.69	$3,305,079.69	-2.87%	0	08/31/26	0.00%	0	10/30/26
3	Back-Lit Top Cabinet	RFI No. 8	04/28/26		$17,567.42	$692,462.11	$3,322,647.11	0.67%	0	08/31/26	0.00%	0	10/30/26
					$692,462.11	$692,462.11	**$3,322,647.11**	**26.33%**	**382**	**08/31/26**	**0.00%**	**60**	**10/30/26**

CURRENT CONTRACT

Contractual Substantial Completion **08/31/26**
ACTUAL Substantial Completion — $1,100 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion) — Time Ext.for S.C 0%
Contractual Final Completion **10/30/26**
ACTUAL Final Completion — $550 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion) — Time Ext.for F.C.: 0%

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
2	Various Revisions	01/06/26	$0.00	$3688.44
		TOTAL	**$0.00**	**$3,688.44**

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
Design Error	($37,406.56)	-1.42%	$3,688.44	-10%
Owner Requested	$729,868.67	27.75%	$0.00	0%
TOTAL	$692,462.11	26.33%	**$3,688.44**	**-10%**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

BP-00506-MCO PARKING GUIDANCE SYSTEM (D/B)

CONTRACTOR: **Transportation Systems, Inc.**

FUNDING: GARBS (General Airport Revenue Bonds)

Award CC: 12/03/24 **Oracle PO#:** 1007899 **START DATE(NTP):** **01/20/25**

Award Board: 12/11/24 **Contract Date:** 01/15/25

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	**DESCRIPTION**	**REFERENCE**	**APPVD BY CCM**	**APPVD BY BOARD**	**CO AMOUNT**	**CUMULATIVE**	**CURRENT CONTRACT AMOUNT**	**% OF ORIGINAL ($)**	**TIME (DAYS)**	**CONTRACT DATE**	**% OF ORIGINAL (DAYS)**	**TIME (DAYS)**	**CONTRACT DATE**
	ORIGINAL CONTRACT						**$11,581,067.00**		**650**	**10/31/26**		**90**	**01/29/27**
1	Various Revisions		09/09/25		$76,864.05	$76,864.05	$11,657,931.05	0.66%	0	10/31/26	0.00%	0	01/29/27
2	Various Revisions		10/14/25		$83,789.00	$160,653.05	$11,741,720.05	0.72%	0	10/31/26	0.00%	0	01/29/27
3	Additional Conduit Protection		11/25/25		$60,893.84	$221,546.89	$11,802,613.89	0.53%	0	10/31/26	0.00%	0	01/29/27
4	Various Revisions	RFI's C-03 & RS-08	01/13/26		$60,666.00	$282,212.89	$11,863,279.89	0.52%	0	10/31/26	0.00%	0	01/29/27
5	Sign Loc Adj and Wayfinding	RFI G-06	03/31/26		$105,427.00	$387,639.89	$11,968,706.89	0.91%	0	10/31/26	0.00%	0	01/29/27
6	Signage Updates		04/07/26		$100,595.00	$488,234.89	$12,069,301.89	0.87%	0	10/31/26	0.00%	0	01/29/27
7	Parking Garage B Additional Sign Inserts		05/14/26		$5,767.30	$494,002.19	$12,075,069.19	0.05%	0	10/31/26	0.00%	0	01/29/27
8	Add Guardrail Roadway Signage	RFI-RS-08.1	06/02/26		$228,329.00	$722,331.19	$12,303,398.19	1.97%	0	10/31/26	0.00%	0	01/29/27
9	Terminal Top Level 4 Add PGS		06/16/26	07/15/26	$116,216.54	$838,547.73	$12,419,614.73	1.00%	59	12/29/26	9.08%	0	03/29/27
					$838,547.73	$838,547.73	**$12,419,614.73**	**7.24%**	**709**	**12/29/26**	**9.08%**	**90**	**03/29/27**

CURRENT CONTRACT

Contractual Substantial Completion **12/29/26**

ACTUAL Substantial Completion

$2,000 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion)

Time Ext.for S.C 9%

Contractual Final Completion **03/29/27**

ACTUAL Final Completion

$100 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion)

Time Ext.for F.C.: 0%

CONTRACT INFORMATION: Lump Sum (w/0 Allowances)

Surety bond is required.

Liquidated Damages ($2000.00/Day for S.C. & $100.00/Day for F.C.)

OPEN ISSUES: None

CHANGE ORDER SUMMARY

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
		TOTAL	**$0.00**	**$0.00**

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
Owner Requested	$838,547.73	7.24%	$0.00	0%
TOTAL	$838,547.73	7.24%	**$0.00**	**0%**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

BP-00507-MCO AIRSIDE RESTROOM REFURBISHMENT (D/B)

CONTRACTOR: **Balfour Beatty Construction LLC**

FUNDING: Cap. Ex. (Capital Expenditure Fund),GARBS (General Airport Revenue Bonds), FAA ATP Grants MCO-SOG-3-12-0057-141-2025

Award CC: 02/18/25 **Oracle PO#:** 1008124 **START DATE(NTP):** **05/28/25**

Award Board: 03/19/25 **Contract Date:** 05/26/25

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	**DESCRIPTION**	**REFERENCE**	**APPVD BY CCM**	**APPVD BY BOARD**	**CO AMOUNT**	**CUMULATIVE**	**CURRENT CONTRACT AMOUNT**	**% OF ORIGINAL ($)**	**TIME (DAYS)**	**CONTRACT DATE**	**% OF ORIGINAL (DAYS)**	**TIME (DAYS)**	**CONTRACT DATE**
	ORIGINAL CONTRACT						**$71,970,777.00**		**1344**	**01/30/29**		**90**	**04/30/29**
1	Owner Allowance Reduction	RFI No. 23	03/24/26		$0.00	$0.00	$71,970,777.00	0.00%	0	01/30/29	0.00%	0	04/30/29
2	Various Revisions “See CCM Agenda”		07/21/26		$0.00	$0.00	$71,970,777.00	0.00%	0	01/30/29	0.00%	0	04/30/29
					$0.00	$0.00	**$71,970,777.00**	**0.00%**	**1344**	**01/30/29**	**0.00%**	**90**	**04/30/29**

CURRENT CONTRACT

Contractual Substantial Completion **01/30/29**

ACTUAL Substantial Completion $0 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion) Time Ext.for S.C 0%

Contractual Final Completion **04/30/29**

ACTUAL Final Completion $0 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion) Time Ext.for F.C.: 0%

Issues:

OWNER ALLOWANCE: $2,000,000.00: PER CO#1 REDUCE $42,545.00 from $2,000,000.00 to $1,957,455.00

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
		TOTAL	**$0.00**	**$0.00**

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
Allowance Reconciliation	($131,977.50)	-0.18%	$0.00	0%
Owner Requested	$131,977.50	0.18%	$0.00	0%
TOTAL	$0.00	0.00%	**$0.00**	**0%**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

BP-S00132-MCO S TERM C, PH 1 - BAGGAGE HANDLING SYSTEM (DBOM)

CONTRACTOR: **Vanderlande Industries, Inc.**

FUNDING: GARBS (General Airport Revenue Bonds),PFCs (Passenger Facility Charges)

Award CC: 05/02/18 **Oracle PO#:** 1005805 **START DATE(NTP):** **06/14/18**

Award Board: 05/16/18 **Contract Date:** 05/16/18

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	**DESCRIPTION**	**REFERENCE**	**APPVD BY CCM**	**APPVD BY BOARD**	**CO AMOUNT**	**CUMULATIVE**	**CURRENT CONTRACT AMOUNT**	**% OF ORIGINAL ($)**	**TIME (DAYS)**	**CONTRACT DATE**	**% OF ORIGINAL (DAYS)**	**TIME (DAYS)**	**CONTRACT DATE**
	ORIGINAL CONTRACT						**$94,900,000.00**		**902**	**12/01/20**		**120**	**03/31/21**
1	Award Bid Option No. 6		06/12/18	06/20/18	$357,900.00	$357,900.00	$95,257,900.00	0.38%	0	12/01/20	0.00%	0	03/31/21
2	BHS for STC Phase 1 Expansion		06/12/18	06/20/18	$18,889,281.00	$19,247,181.00	$114,147,181.00	19.90%	0	12/01/20	0.00%	0	03/31/21
3	BHS Unit Rate Schedule		06/18/19		$0.00	$19,247,181.00	$114,147,181.00	0.00%	0	12/01/20	0.00%	0	03/31/21
4	Various Revisions		07/02/19	07/17/19	$4,921,620.00	$24,168,801.00	$119,068,801.00	5.19%	0	12/01/20	0.00%	0	03/31/21
5	Various Revisions		07/02/19	07/17/19	$11,388,664.76	$35,557,465.76	$130,457,465.76	12.00%	0	12/01/20	0.00%	0	03/31/21
6	Various Revisions		07/02/19	07/17/19	$7,459,468.00	$43,016,933.76	$137,916,933.76	7.86%	0	12/01/20	0.00%	0	03/31/21
7	Various Revisions		07/02/19	07/17/19	$5,412,073.00	$48,429,006.76	$143,329,006.76	5.70%	0	12/01/20	0.00%	0	03/31/21
8	Reduction in Services		07/07/20		($8,000,364.66)	$40,428,642.10	$135,328,642.10	-8.43%	0	12/01/20	0.00%	0	03/31/21
9	Extended General Conditions		10/27/20	11/11/20	$2,783,933.00	$43,212,575.10	$138,112,575.10	2.93%	365	12/01/21	40.47%	0	03/31/22
10	Allowance for Additional Costs		10/27/20	11/11/20	$1,000,000.00	$44,212,575.10	$139,112,575.10	1.05%	0	12/01/21	0.00%	0	03/31/22
11	Credit for Manual Out-of-Gauge Lanes		08/24/21		($489,526.00)	$43,723,049.10	$138,623,049.10	-0.52%	0	12/01/21	0.00%	0	03/31/22
12	ASL ISAT Testing Oversight and Coordination		08/31/21		$172,724.97	$43,895,774.07	$138,795,774.07	0.18%	0	12/01/21	0.00%	0	03/31/22
13	Proprietary Equipment		10/26/21		$64,305.96	$43,960,080.03	$138,860,080.03	0.07%	0	12/01/21	0.00%	0	03/31/22
14	Extended General Conditions-Costs		02/08/22	02/16/22	$309,460.00	$44,269,540.03	$139,169,540.03	0.33%	0	12/01/21	0.00%	0	03/31/22
15	Extended General Conditions & Time		05/03/22	05/18/22	$1,194,837.60	$45,464,377.63	$140,364,377.63	1.26%	114	03/25/22	12.64%	0	07/23/22
16	Firestop Sealing		05/10/22		$172,604.00	$45,636,981.63	$140,536,981.63	0.18%	0	03/25/22	0.00%	0	07/23/22
17	Final Settlement of COR's and GC's		05/31/22	06/15/22	$580,601.68	$46,217,583.31	$141,117,583.31	0.61%	0	03/25/22	0.00%	0	07/23/22
18	Negotiated Final Settlement for Phase 1	FCO-01	09/12/23	09/27/23	$346,684.93	$46,564,268.24	$141,464,268.24	0.37%	0	03/25/22	0.00%	0	07/23/22
19	BHS for Gates C250-C253	FCO-02	09/12/23	09/27/23	$16,445,231.24	$63,009,499.48	$157,909,499.48	17.33%	1347	12/01/25	149.33%	0	03/31/26
20	Dumpsters for Waste Removal		08/13/24		$50,787.00	$63,060,286.48	$157,960,286.48	0.05%	0	12/01/25	0.00%	0	03/31/26

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

21	Temporary Loop Installation	08/13/24		$104,746.83	$63,165,033.31	$158,065,033.31	0.11%	0	12/01/25	0.00%	0	03/31/26
22	Various Revisions	05/20/25	07/16/25	$986,928.84	$64,151,962.15	$159,051,962.15	1.04%	0	12/01/25	0.00%	0	03/31/26
23	Various Revisions	09/16/25	10/15/25	$631,257.01	$64,783,219.16	$159,683,219.16	0.67%	51	01/21/26	5.65%	0	05/21/26
				$64,783,219.16	$64,783,219.16	**$159,683,219.16**	**68.26%**	**2779**	**01/21/26**	**208.09%**	**120**	**05/21/26**

CURRENT CONTRACT

Contractual Substantial Completion **01/21/26**
ACTUAL Substantial Completion $0 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion) Time Ext.for S.C 208%

Contractual Final Completion **05/21/26**
ACTUAL Final Completion $0 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion) Time Ext.for F.C.: 0%

CONTRACT INFORMATION: Lump Sum (Design/Build/Operate/Maintain (DBOM)

- Design/Build Services: $94,900,000.00
- Operate/Maintain Services (initial 7 yrs): $58,521,587.70

Liquidated Damages ($25,000.00/Day for S.C. & $10,000.00/Day for F.C.)

Final Reconciliation of Allowance (Extended General Conditions issued via CO-10): $1,000,000.00; Reduced to $0.00 per CO-14.

OPEN ISSUES: None.

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
		TOTAL	**$0.00**	**$0.00**

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
	($1,000,000.00)	-1.05%	$0.00	0%
	$0.00	0.00%	$0.00	0%
Other	$250,000.00	0.26%	$0.00	0%
Owner Requested	$65,250,197.39	68.76%	$0.00	0%
Unforeseen Condition	$110,296.80	0.12%	$0.00	0%
TOTAL	$64,610,494.19	68.08%	**$0.00**	**0%**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

BP-S00195-MCO TERM C, PH 1X - AIRSIDE CONCOURSE

CONTRACTOR: **Hensel Phelps Construction Co. dba Hensel Phelps Construction**

FUNDING: GARBS (General Airport Revenue Bonds),PFCs (Passenger Facility Charges),FAA AIP

Award CC: 10/04/22 **Oracle PO#:** 1007227 **START DATE(NTP):** **12/06/22**

Award Board: 10/19/22 **Contract Date:** 11/04/22

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	**DESCRIPTION**	**REFERENCE**	**APPVD BY CCM**	**APPVD BY BOARD**	**CO AMOUNT**	**CUMULATIVE**	**CURRENT CONTRACT AMOUNT**	**% OF ORIGINAL ($)**	**TIME (DAYS)**	**CONTRACT DATE**	**% OF ORIGINAL (DAYS)**	**TIME (DAYS)**	**CONTRACT DATE**
	ORIGINAL CONTRACT						**$277,006,000.00**		**1095**	**12/04/25**		**120**	**04/03/26**
1	Allowance Nos. 1 and 2	Bulletins 01/02	04/04/23	04/19/23	$1,300,000.00	$1,300,000.00	$278,306,000.00	0.47%	0	12/04/25	0.00%	0	04/03/26
2	Allowance No. 3		05/23/23	06/21/23	$700,000.00	$2,000,000.00	$279,006,000.00	0.25%	0	12/04/25	0.00%	0	04/03/26
3	Site Security for East Gate	FCO 01	05/23/23		$44,913.00	$2,044,913.00	$279,050,913.00	0.02%	0	12/04/25	0.00%	0	04/03/26
4	Site Security for South Gate	FCO 02	05/23/23	06/21/23	$373,505.00	$2,418,418.00	$279,424,418.00	0.13%	0	12/04/25	0.00%	0	04/03/26
5	Various Revisions	CO-01/ Bulletin 02	06/06/23		$0.00	$2,418,418.00	$279,424,418.00	0.00%	0	12/04/25	0.00%	0	04/03/26
6	Raceways and Wiring for Condensate Pumps	RFI 09	06/13/23		$6,186.00	$2,424,604.00	$279,430,604.00	0.00%	0	12/04/25	0.00%	0	04/03/26
7	New/Revised Specification Sections	Bulletin 01	06/13/23		$0.00	$2,424,604.00	$279,430,604.00	0.00%	0	12/04/25	0.00%	0	04/03/26
8	Concrete Topping Slab	RFI 11	06/13/23		$40,636.00	$2,465,240.00	$279,471,240.00	0.01%	0	12/04/25	0.00%	0	04/03/26
9	Terrazzo Flooring in Transfer Level Restroom	RFI 0013	06/13/23	08/16/23	$275,870.00	$2,741,110.00	$279,747,110.00	0.10%	0	12/04/25	0.00%	0	04/03/26
10	BIM Coordination		06/27/23		$220,000.00	$2,961,110.00	$279,967,110.00	0.08%	0	12/04/25	0.00%	0	04/03/26
11	Dual Contact Door Position Switches	CO-01/Bull-01	08/08/23		$0.00	$2,961,110.00	$279,967,110.00	0.00%	0	12/04/25	0.00%	0	04/03/26
12	Ramp Level Fire Alarm Pull Station		08/08/23		$3,823.00	$2,964,933.00	$279,970,933.00	0.00%	0	12/04/25	0.00%	0	04/03/26
13	Credit for ACR Humidifiers		08/08/23		($25,017.00)	$2,939,916.00	$279,945,916.00	-0.01%	0	12/04/25	0.00%	0	04/03/26
14	Reconciliation of Bulletin Nos. 1, 2 and 3	Bull 01/02/03	08/29/23		($1,200,000.00)	$1,739,916.00	$278,745,916.00	-0.43%	0	12/04/25	0.00%	0	04/03/26
15	Add Allowance No. 4 (Bulletins 4.0 and 4.1)	Bulletins 4.0/4.1	08/29/23	09/27/23	$1,200,000.00	$2,939,916.00	$279,945,916.00	0.43%	0	12/04/25	0.00%	0	04/03/26
16	Exterior Expansion Joints		08/29/23		$41,023.00	$2,980,939.00	$279,986,939.00	0.01%	0	12/04/25	0.00%	0	04/03/26
17	Piping Transition from Copper to Steel		08/29/23		($113,807.00)	$2,867,132.00	$279,873,132.00	-0.04%	0	12/04/25	0.00%	0	04/03/26
18	Underground Conduit Flow	FCO 03	08/29/23		$21,080.00	$2,888,212.00	$279,894,212.00	0.01%	0	12/04/25	0.00%	0	04/03/26

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

19	Temporary Wall System	Bulletin 05	09/26/23		$41,976.00	$2,930,188.00	$279,936,188.00	0.02%	0	12/04/25	0.00%	0	04/03/26
20	Sprinkler Coverage in Electrical Room		09/26/23		($26,574.00)	$2,903,614.00	$279,909,614.00	-0.01%	0	12/04/25	0.00%	0	04/03/26
21	AED Model Replacement		09/26/23		$1,764.00	$2,905,378.00	$279,911,378.00	0.00%	0	12/04/25	0.00%	0	04/03/26
22	RLC Allowance		01/30/24	02/21/24	$4,000,000.00	$6,905,378.00	$283,911,378.00	1.44%	0	12/04/25	0.00%	0	04/03/26
23	Elevator Sprinkler Amp Routing Relocation		01/30/24		$26,406.00	$6,931,784.00	$283,937,784.00	0.01%	0	12/04/25	0.00%	0	04/03/26
24	Underlayment Material Substitution		01/30/24		$7,854.00	$6,939,638.00	$283,945,638.00	0.00%	0	12/04/25	0.00%	0	04/03/26
25	Underground Sanitary Utility Work		02/27/24		$62,364.00	$7,002,002.00	$284,008,002.00	0.02%	0	12/04/25	0.00%	0	04/03/26
26	Material Substitution		02/27/24		($24,268.00)	$6,977,734.00	$283,983,734.00	-0.01%	0	12/04/25	0.00%	0	04/03/26
27	Change Order BPS195-10 Final Reconcil	CO-10	02/27/24		($4,756.00)	$6,972,978.00	$283,978,978.00	0.00%	0	12/04/25	0.00%	0	04/03/26
28	Allowance Nos. 5 and 6		03/05/24	03/27/24	$875,000.00	$7,847,978.00	$284,853,978.00	0.32%	0	12/04/25	0.00%	0	04/03/26
29	High Mast Light Pole Foundations		03/12/24	03/27/24	$280,624.00	$8,128,602.00	$285,134,602.00	0.10%	0	12/04/25	0.00%	0	04/03/26
30	Allowance No. 7		03/12/24		$350,000.00	$8,478,602.00	$285,484,602.00	0.13%	0	12/04/25	0.00%	0	04/03/26
31	Various Revisions		03/19/24		$102,994.00	$8,581,596.00	$285,587,596.00	0.04%	0	12/04/25	0.00%	0	04/03/26
32	Various Revisions	FCO-07 / FCO-08	03/26/24		$22,449.00	$8,604,045.00	$285,610,045.00	0.01%	0	12/04/25	0.00%	0	04/03/26
33	Ticket Counter Modifications		04/02/24		$23,528.00	$8,627,573.00	$285,633,573.00	0.01%	0	12/04/25	0.00%	0	04/03/26
34	Various Revisions		04/09/24		$94,288.00	$8,721,861.00	$285,727,861.00	0.03%	0	12/04/25	0.00%	0	04/03/26
35	Roofing Modifications		04/16/24		$124,129.00	$8,845,990.00	$285,851,990.00	0.04%	0	12/04/25	0.00%	0	04/03/26
36	Bollard Clarifications		04/30/24		$213,718.00	$9,059,708.00	$286,065,708.00	0.08%	0	12/04/25	0.00%	0	04/03/26
37	Ramp Loading Connector		04/30/24		$0.00	$9,059,708.00	$286,065,708.00	0.00%	0	12/04/25	0.00%	0	04/03/26
38	Allowance No. 8		04/30/24	05/15/24	$750,000.00	$9,809,708.00	$286,815,708.00	0.27%	0	12/04/25	0.00%	0	04/03/26
39	Water System Requirements	Bulletin 09	04/30/24	05/15/24	$386,364.00	$10,196,072.00	$287,202,072.00	0.14%	0	12/04/25	0.00%	0	04/03/26
40	Various Revisions		05/21/24		$40,353.00	$10,236,425.00	$287,242,425.00	0.01%	0	12/04/25	0.00%	0	04/03/26
41	Various Revisions	FCO 12 and 16	07/02/24		$78,028.00	$10,314,453.00	$287,320,453.00	0.03%	0	12/04/25	0.00%	0	04/03/26
42	Various Revisions		07/23/24		($1,792,066.00)	$8,522,387.00	$285,528,387.00	-0.65%	0	12/04/25	0.00%	0	04/03/26
43	Various Revisions		07/23/24		$79,886.00	$8,602,273.00	$285,608,273.00	0.03%	0	12/04/25	0.00%	0	04/03/26
44	Various Revisions		07/23/24		($237,003.00)	$8,365,270.00	$285,371,270.00	-0.09%	0	12/04/25	0.00%	0	04/03/26
45	Various Revisions		07/23/24		($322,460.00)	$8,042,810.00	$285,048,810.00	-0.12%	0	12/04/25	0.00%	0	04/03/26
46	Various Revisions		08/06/24		$239,040.00	$8,281,850.00	$285,287,850.00	0.09%	0	12/04/25	0.00%	0	04/03/26
47	Various Revisions		08/27/24		$210,799.00	$8,492,649.00	$285,498,649.00	0.08%	0	12/04/25	0.00%	0	04/03/26
48	Various Revisions		09/03/24		$47,748.00	$8,540,397.00	$285,546,397.00	0.02%	0	12/04/25	0.00%	0	04/03/26
49	Various Revisions	FCO 11 and 19	09/03/24		$41,689.00	$8,582,086.00	$285,588,086.00	0.02%	0	12/04/25	0.00%	0	04/03/26
50	Allowance No. 9		09/03/24		$45,000.00	$8,627,086.00	$285,633,086.00	0.02%	0	12/04/25	0.00%	0	04/03/26

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

51	Various Revisions		09/10/24		$179,084.00	$8,806,170.00	$285,812,170.00	0.06%	0	12/04/25	0.00%	0	04/03/26
52	Various Revisions		10/01/24		$0.00	$8,806,170.00	$285,812,170.00	0.00%	0	12/04/25	0.00%	0	04/03/26
53	Various Revisions	FCO 17	10/01/24		$66,697.00	$8,872,867.00	$285,878,867.00	0.02%	0	12/04/25	0.00%	0	04/03/26
54	Various Revisions	FCO 14 and FCO 20	10/22/24		$104,415.00	$8,977,282.00	$285,983,282.00	0.04%	0	12/04/25	0.00%	0	04/03/26
55	Various Revisions		10/29/24		$155,307.00	$9,132,589.00	$286,138,589.00	0.06%	0	12/04/25	0.00%	0	04/03/26
56	Various Revisions		10/29/24		$178,356.00	$9,310,945.00	$286,316,945.00	0.06%	0	12/04/25	0.00%	0	04/03/26
57	Sterile Corridor Transition		11/05/24		$62,583.00	$9,373,528.00	$286,379,528.00	0.02%	0	12/04/25	0.00%	0	04/03/26
58	Various Revisions		11/12/24		$215,945.00	$9,589,473.00	$286,595,473.00	0.08%	0	12/04/25	0.00%	0	04/03/26
59	Allowance No. 11	Bulletin 10	11/26/24	12/11/24	$1,500,000.00	$11,089,473.00	$288,095,473.00	0.54%	0	12/04/25	0.00%	0	04/03/26
60	Various Revisions	Bulletin No. 9	11/26/24		$159,236.00	$11,248,709.00	$288,254,709.00	0.06%	0	12/04/25	0.00%	0	04/03/26
61	Various Revisions		12/17/24		$72,513.00	$11,321,222.00	$288,327,222.00	0.03%	0	12/04/25	0.00%	0	04/03/26
62	Varous Revisions	FCO 04, 06, 10	12/17/24	01/15/25	$894,317.00	$12,215,539.00	$289,221,539.00	0.32%	0	12/04/25	0.00%	0	04/03/26
63	Various Revisions	Bulletin No. 008	12/17/24		($63,044.00)	$12,152,495.00	$289,158,495.00	-0.02%	0	12/04/25	0.00%	0	04/03/26
64	Various Revisions		02/18/25		$61,632.00	$12,214,127.00	$289,220,127.00	0.02%	0	12/04/25	0.00%	0	04/03/26
65	Various Revisions		02/25/25		$241,061.00	$12,455,188.00	$289,461,188.00	0.09%	0	12/04/25	0.00%	0	04/03/26
66	Various Revisions		03/04/25		$247,743.00	$12,702,931.00	$289,708,931.00	0.09%	0	12/04/25	0.00%	0	04/03/26
67	Various Revisions		03/11/25		$49,948.00	$12,752,879.00	$289,758,879.00	0.02%	0	12/04/25	0.00%	0	04/03/26
68	Various Revisions		03/25/25		$37,649.00	$12,790,528.00	$289,796,528.00	0.01%	0	12/04/25	0.00%	0	04/03/26
69	Various Revisions		04/15/25		$23,018.00	$12,813,546.00	$289,819,546.00	0.01%	0	12/04/25	0.00%	0	04/03/26
70	Various Revisions		05/13/25		$14,676.00	$12,828,222.00	$289,834,222.00	0.01%	0	12/04/25	0.00%	0	04/03/26
71	Various Revisions	FCO Nos. 13,15,18,21	05/27/25		$229,986.00	$13,058,208.00	$290,064,208.00	0.08%	0	12/04/25	0.00%	0	04/03/26
72	PBB Hurricane Tie-Downs		05/27/25		$210,795.00	$13,269,003.00	$290,275,003.00	0.08%	0	12/04/25	0.00%	0	04/03/26
73	Various Revisions		06/10/25		$129,456.00	$13,398,459.00	$290,404,459.00	0.05%	0	12/04/25	0.00%	0	04/03/26
74	Various Revisions		06/24/25		$199,085.00	$13,597,544.00	$290,603,544.00	0.07%	0	12/04/25	0.00%	0	04/03/26
75	Various Revisions		07/22/25		$47,358.00	$13,644,902.00	$290,650,902.00	0.02%	0	12/04/25	0.00%	0	04/03/26
76	Various Revisions		07/29/25		$128,386.00	$13,773,288.00	$290,779,288.00	0.05%	0	12/04/25	0.00%	0	04/03/26
77	Various Revisions		08/19/25		$0.00	$13,773,288.00	$290,779,288.00	0.00%	0	12/04/25	0.00%	0	04/03/26
78	Electrical Gear Equipment Procurement	Bulletin No. 12	08/26/25		$152,588.00	$13,925,876.00	$290,931,876.00	0.06%	0	12/04/25	0.00%	0	04/03/26
79	Various Revisions		09/09/25		$240,993.00	$14,166,869.00	$291,172,869.00	0.09%	0	12/04/25	0.00%	0	04/03/26
80	Various Revisions		09/30/25		$118,555.00	$14,285,424.00	$291,291,424.00	0.04%	0	12/04/25	0.00%	0	04/03/26
81	Various Revisions		10/07/25		$123,625.00	$14,409,049.00	$291,415,049.00	0.04%	0	12/04/25	0.00%	0	04/03/26
82	Various Revisions		10/14/25		$246,069.00	$14,655,118.00	$291,661,118.00	0.09%	0	12/04/25	0.00%	0	04/03/26
83	Various Revisions		10/21/25		$18,419.00	$14,673,537.00	$291,679,537.00	0.01%	0	12/04/25	0.00%	0	04/03/26
84	Negotiated Settlement	FCO 22 & FCO 23	10/28/25	11/19/25	$14,038,020.00	$28,711,557.00	$305,717,557.00	5.07%	246	08/07/26	22.47%	60	02/03/27

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

85	Various Revisions	FCO Nos. 24, 25, 26	11/25/25		$0.00	$28,711,557.00	$305,717,557.00	0.00%	0	08/07/26	0.00%	0	02/03/27
86	Various Revisions	Bulletin No. 15	12/02/25		$0.00	$28,711,557.00	$305,717,557.00	0.00%	0	08/07/26	0.00%	0	02/03/27
87	Various Revisions		12/23/25		$0.00	$28,711,557.00	$305,717,557.00	0.00%	0	08/07/26	0.00%	0	02/03/27
88	Various Revisions	FCO No. 29	01/20/26		$0.00	$28,711,557.00	$305,717,557.00	0.00%	0	08/07/26	0.00%	0	02/03/27
89	Various Revisions	FCO No. 30	01/27/26		$0.00	$28,711,557.00	$305,717,557.00	0.00%	0	08/07/26	0.00%	0	02/03/27
90	Various Revisions		02/10/26		$0.00	$28,711,557.00	$305,717,557.00	0.00%	0	08/07/26	0.00%	0	02/03/27
91	Photocell Control Clarification and Allowance No.	FCO No. 27	03/03/26		$0.00	$28,711,557.00	$305,717,557.00	0.00%	0	08/07/26	0.00%	0	02/03/27
92	P1X PBP Gates 252, 253 Mods and ALW No. 13 REDUCT		03/10/26		$0.00	$28,711,557.00	$305,717,557.00	0.00%	0	08/07/26	0.00%	0	02/03/27
93	BULLETIN NO. 17 AND ALW NO. 14 REDUCT	Bulletin No. 17	03/10/26		$0.00	$28,711,557.00	$305,717,557.00	0.00%	0	08/07/26	0.00%	0	02/03/27
94	ALLOWANCE NO. 13 REDUCT	FCO No. 28 Bullet 17	03/24/26		$0.00	$28,711,557.00	$305,717,557.00	0.00%	0	08/07/26	0.00%	0	02/03/27
95	ALLOWANCE NO. 13 REDUCT	RFI 1248	03/31/26		$0.00	$28,711,557.00	$305,717,557.00	0.00%	0	08/07/26	0.00%	0	02/03/27
96	Reconciliation Correction for CO 84		04/14/26		$0.00	$28,711,557.00	$305,717,557.00	0.00%	0	08/07/26	0.00%	0	02/03/27
97	Bulletin No. 17	Bulletin No. 17	04/14/26		$0.00	$28,711,557.00	$305,717,557.00	0.00%	0	08/07/26	0.00%	0	02/03/27
98	Escalator Soffit Fixture Details	RFI 1132	05/05/26		$0.00	$28,711,557.00	$305,717,557.00	0.00%	0	08/07/26	0.00%	0	02/03/27
99	Various Revisions – "See CCM Agenda"		05/26/26		$0.00	$28,711,557.00	$305,717,557.00	0.00%	0	08/07/26	0.00%	0	02/03/27
100	Cover for Stand Pipes at PBB	FCO No. 32	06/09/26		$0.00	$28,711,557.00	$305,717,557.00	0.00%	0	08/07/26	0.00%	0	02/03/27
101	Dry Fit Adjustments	FCO 31	06/16/26		$0.00	$28,711,557.00	$305,717,557.00	0.00%	0	08/07/26	0.00%	0	02/03/27
102	Storm Vault Guide Rail Extension		07/28/26		$0.00	$28,711,557.00	$305,717,557.00	0.00%	0	08/07/26	0.00%	0	02/03/27
					$28,711,557.00	$28,711,557.00	**$305,717,557.00**	**10.36%**	**1341**	**08/07/26**	**22.47%**	**180**	**02/03/27**

CURRENT CONTRACT

Contractual Substantial Completion	**08/07/26**			
ACTUAL Substantial Completion		$10,000 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion)	Time Ext.for S.C	22%
Contractual Final Completion	**02/03/27**			
ACTUAL Final Completion		$0 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion)	Time Ext.for F.C.:	50%

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

CONTRACT INFORMATION: Unit Price (plus 8 allowances)

Consent of Surety required.

Liquidated Damages ($10,000.00/Day for S.C. & $0.00/Day for F.C.)

FCO No. 5 - VOIDED
FCO No. 9 - VOIDED

OPEN ISSUES:

Allowance No. 1, Bulletin 01 (New and Revised Spec. Sections); $1,000,000.00; Added per CO#1; Reduced to $612,455.00 per CO#7; Reduced to $595,476.00 per CO#11; Reduced to $0.00 per CO#14.
Allowance No. 2, Bulletin 02 (Site Enabling Scope); $300,000.00; Added per CO#1; Reduced to $247,579.00 per CO#5; Reduced to $0.00 per CO#14.
Allowance No. 3, Bulletin 03 (City of Orlando MEP Comments and OAR Comments); $700,000.00; Added per CO#2; Reduced to $343,055.00 per CO#14; Reduced to $0.00 per CO#43.
Allowance No. 4, Bulletins 04 and 4.1 (BIM Clash Changes and Tenant IDF Rm Mods); $1,200,000.00; Added per CO#15; Reduced to $0.00 per CO#62.
Allowance No. 5, RLC Construction (at south end of Terminal C Concourse); $4,000,000.00; Added per CO#22; Reduced to $3,444,762.00 per CO#37; Reduced to $1,992,066.00 per CO#42; Reduced to $91,894.00 per CO#52.
Allowance No. 5, Bulletins 07 and 7.1 (BIM Coordination, Fire/Smoke Damper Coordination); $350,000.00; Added per CO#28; Reduced to $0.00 per CO#62.
Allowance No. 6, Bulletin 08 (Site Enabling Electrical); $525,000.00; Added per CO#28; Reduced to $0.00 per CO#63.
Allowance No. 7, Structural Engineer (for four cast-in-place vault structures); $350,000.00; Added per CO#30; Reduced to $0.00 per CO#45.
Allowance No. 8, Bulletin 06 (BIM Coordination, A/E, A/V, Fire Alarm, MEP, Security and IT); $750,000.00; Added per CO#38; Reduced to $0.00 per CO#62.
Allowance No. 9, Temporary Demising Wall at Area 14 BHS Corridor; $45,000.00; Added per CO#50.
Allowance No. 10, Reduce the RLC Allowance (Change Order No. 022) by ($108,106.00), from $200,000.00 to $91,894.00, to offset the costs associated with Item Nos.1 and 2 above Per CO#52,
Allowance No. 11, Bulletin No. 10: Bulletin No. 10 highlights various technology adjustments, including outlet relocations and contractor coordination for DAS added $1,500,000.00 per CO#59. Per Bulletin No. 10 (CO No.59) from 1,500,000.00 to $1,498,663.00 to offset the cost of material by $1,337.00.
Allowance No. 12, Reconciliation of Landside storm vaults pending and potential changes after September 1, 2025 through project Final Completion; $3,500,000.00; per CO No. 85 $1,011,353.00 from $3,500,000.00 to $2,488,647.00 to offset the cost of Items Nos. 1 thru No. 7. per CO #102: $110,512.00 from $2,488,647.00 to $2,378,135
Allowance No. 13, Reconciliation of Airside Concourse P1X building or related pending and potential changes after September 1, 2025 through project Final Completion; $1,500,000.00, per CO#86 reduced to 49,924.00 from $1,500,000.00 to $1,450,076.00; per CO NO. 87 Deduct: ($19,723.00) $1,450,076.00 to $1,430,353.00, per CO #88 reduced from $1,1430,353.00 to $1,289,188.00 to offset cost of items, Per 89 reduced from $46,587.00 from $1,289,188.00 to $1,242,601.00, Per CO #90 $22,235.00 from $1,242,601.00 to $1,220,366.00, per CO #91 deduct $81,902.00 from $1,220,366.00 to $1,138,464.00; Per CO# 92 $94,666.00 from $1,138,464.00 to $1,043,798.00 per CO#93 $372,270.00 from $5,500,000.00 to $5,127,730.00 per CO #95 by $30,559.00 from $1,017,804.00 to $987,245.00, per CO #96 by $54,000.00 from $987,245.00 to $933,245.00, per CO #97 deduct $193,203.00 from $5,127,730.00 to $4,934,527.00, PER #101 $58,673.00 from $732,526.00 to $673,853.00,

Allowance No. 14, Tenant Space Buildout Bulletin 17 additional scope; $5,500.00.00

FCO #32 (2026-04-09) LS $50,000.00 & No Time Extension: This scope of work is for the contractor to provide Gypsum assembly with recessed valve cabinet as indicated in RFI 1252 sketches for all four boarding piers. There are potentially six different trade partners that will have to be part of this change. Carpet removal, framing, drywall painting metal base, corner guards, locked valve cabinets, and signage.
Final Allowance Reconciliation Change Order

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
6	Raceways and Wiring for Condensate Pumps	06/13/23	$618.60	$0.00
7	New/Revised Specification Sections	06/13/23	$38754.50	$0.00
8	Concrete Topping Slab	06/13/23	$0.00	$40636.00
16	Exterior Expansion Joints	08/29/23	$4102.00	$0.00
24	Underlayment Material Substitution	01/30/24	$0.00	$785.40

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE:TBD is denoted as $1.00

Reason	CO Amount	A/ E Backcharges Flag

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
27	Change Order BPS195-10 Final Reconcil	02/27/24	$0.00	$215244.00
28	Allowance Nos. 5 and 6	03/05/24	$87500.00	$0.00
30	Allowance No. 7	03/12/24	$0.00	$35000.00
31	Various Revisions	03/19/24	$10299.00	$0.00
32	Various Revisions	03/26/24	$404.00	$929.00
33	Ticket Counter Modifications	04/02/24	$2352.00	$0.00
34	Various Revisions	04/09/24	$12597.00	$0.00
35	Roofing Modifications	04/16/24	$0.00	$12412.00
36	Bollard Clarifications	04/30/24	$0.00	$213718.00
38	Allowance No. 8	04/30/24	$0.00	$75000.00
39	Water System Requirements	04/30/24	$0.00	$386364.00
40	Various Revisions	05/21/24	$5766.00	$0.00
41	Various Revisions	07/02/24	$3477.00	$13994.00
43	Various Revisions	07/23/24	$10771.00	$0.00
51	Various Revisions	09/10/24	$9607.40	$0.00
53	Various Revisions	10/01/24	$10163.10	$0.00
54	Various Revisions	10/22/24	$8370.10	$15258.00
55	Various Revisions	10/29/24	$11098.10	$44326.00
56	Various Revisions	10/29/24	$13678.50	$28949.00
57	Sterile Corridor Transition	11/05/24	$6258.30	$0.00
58	Various Revisions	11/12/24	$20303.20	$0.00
61	Various Revisions	12/17/24	$1110.50	$50622.00
62	Varous Revisions	12/17/24	$244827.00	$46926.00
64	Various Revisions	02/18/25	$4164.70	$1725.00
65	Various Revisions	02/25/25	$12435.10	$2603.00
66	Various Revisions	03/04/25	$24233.10	$5412.00
67	Various Revisions	03/11/25	$2714.30	$0.00
69	Various Revisions	04/15/25	$75.00	$19446.00
70	Various Revisions	05/13/25	$162.50	$15535.00
71	Various Revisions	05/27/25	$14409.30	$38374.00
73	Various Revisions	06/10/25	$2446.50	$7315.00
74	Various Revisions	06/24/25	$0.00	$199085.00
75	Various Revisions	07/22/25	$3905.40	$8304.00
76	Various Revisions	07/29/25	$3664.10	$0.00

Allowance Reconciliation	$757,407,306.00	273.43%	$157,236.00	0%
Design Error	$2,290,847.00	0.83%	$1,579,475.80	69%
Design Omission	$4,830,831.00	1.74%	$441,914.20	9%
Negotiated Settlement	$3,538,020.00	1.28%	$0.00	0%
Owner Requested	$10,424,797.00	3.76%	$156,123.00	0%
Unforeseen Condition	$1,196,768.00	0.43%	$0.00	0%
TOTAL	$779,688,569.00	281.47%	**$2,334,749.00**	**0%**

CHANGE ORDER SUMMARY

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
79	Various Revisions	09/09/25	$0.00	$4242.00
80	Various Revisions	09/30/25	$13597.70	$6867.20
81	Various Revisions	10/07/25	$5629.50	$7348.60
82	Various Revisions	10/14/25	$21013.60	$7723.40
83	Various Revisions	10/21/25	$641.40	$1200.50
87	Various Revisions	12/23/25	$703.70	$1268.60
88	Various Revisions	01/20/26	$0.00	$11230.70
89	Various Revisions	01/27/26	$0.00	$299.10
90	Various Revisions	02/10/26	$1690.00	$533.50
91	Photocell Control Clarification and Allowance No.	03/03/26	$1691.50	$42889.50
92	P1X PBP Gates 252, 253 Mods and ALW No. 13 REDUCT	03/10/26	$34196.00	$1915.40
94	ALLOWANCE NO. 13 REDUCT	03/24/26	$918.10	$2989.90
98	Escalator Soffit Fixture Details	05/05/26	$0.00	$1126.40
99	Various Revisions – “See CCM Agenda”	05/26/26	$2096.50	$0.00
102	Storm Vault Guide Rail Extension	07/28/26	$11051.20	$0.00
		TOTAL	**$663,496.50**	**$1,567,597.20**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

BP-S00196-MCO TERM C, PH 1X - AIRFIELD CIVIL, APRON AND TAXIWAY PAVING, AND GROUND SUPPORT EQUIPMENT FACILITY

CONTRACTOR: **Prince Contracting, LLC**

FUNDING: GARBS (General Airport Revenue Bonds),PFCs (Passenger Facility Charges),FAA,FDOT

Award CC: 01/02/24 **Oracle PO#:** 1007617 **START DATE(NTP):** **03/06/24**

Award Board: 02/21/24 **Contract Date:** 03/07/24

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	**DESCRIPTION**	**REFERENCE**	**APPVD BY CCM**	**APPVD BY BOARD**	**CO AMOUNT**	**CUMULATIVE**	**CURRENT CONTRACT AMOUNT**	**% OF ORIGINAL ($)**	**TIME (DAYS)**	**CONTRACT DATE**	**% OF ORIGINAL (DAYS)**	**TIME (DAYS)**	**CONTRACT DATE**
	ORIGINAL CONTRACT						**$121,829,000.00**		**1228**	**07/16/27**		**180**	**01/12/28**
1	Various Revisions		04/30/24		($330,000.00)	($330,000.00)	$121,499,000.00	-0.27%	0	07/16/27	0.00%	0	01/12/28
2	Various Revisions		06/18/24		$156,976.78	($173,023.22)	$121,655,976.78	0.13%	0	07/16/27	0.00%	0	01/12/28
3	Various Revisions		06/18/24		$13,450.00	($159,573.22)	$121,669,426.78	0.01%	0	07/16/27	0.00%	0	01/12/28
4	Vault Modifications		07/30/24		$121,704.24	($37,868.98)	$121,791,131.02	0.10%	0	07/16/27	0.00%	0	01/12/28
5	Various Revisions		08/27/24		$89,560.00	$51,691.02	$121,880,691.02	0.07%	0	07/16/27	0.00%	0	01/12/28
6	Various Revisions		10/29/24		$21,362.80	$73,053.82	$121,902,053.82	0.02%	0	07/16/27	0.00%	0	01/12/28
7	Allowance No. 03		03/04/25	03/19/25	$1,000,000.00	$1,073,053.82	$122,902,053.82	0.82%	0	07/16/27	0.00%	0	01/12/28
8	Various Revisions		04/22/25		($580,040.00)	$493,013.82	$122,322,013.82	-0.48%	0	07/16/27	0.00%	0	01/12/28
9	Various Revisions		08/19/25		$39,015.24	$532,029.06	$122,361,029.06	0.03%	0	07/16/27	0.00%	0	01/12/28
10	Various Revisions		12/23/25		$0.00	$532,029.06	$122,361,029.06	0.00%	0	07/16/27	0.00%	0	01/12/28
11	Allowance No. 4		12/23/25	01/21/26	$13,270,106.00	$13,802,135.06	$135,631,135.06	10.89%	0	07/16/27	0.00%	0	01/12/28
12	Various Revisions		01/27/26		($918.10)	$13,801,216.96	$135,630,216.96	0.00%	0	07/16/27	0.00%	0	01/12/28
13	Various Revisions	Bulletin No. 7	01/27/26		($409.20)	$13,800,807.76	$135,629,807.76	0.00%	0	07/16/27	0.00%	0	01/12/28
14	Various Revisions		01/27/26		($1,400.00)	$13,799,407.76	$135,628,407.76	0.00%	0	07/16/27	0.00%	0	01/12/28
15	Various Revisions		01/27/26		$0.00	$13,799,407.76	$135,628,407.76	0.00%	0	07/16/27	0.00%	0	01/12/28
16	Various Revisions		01/27/26		$0.00	$13,799,407.76	$135,628,407.76	0.00%	0	07/16/27	0.00%	0	01/12/28
17	Bulletin No. 10 AND ALW NO. 4 REDUCT		03/03/26		$0.00	$13,799,407.76	$135,628,407.76	0.00%	0	07/16/27	0.00%	0	01/12/28
18	SAAB Pan Tilt Zoom Cameras (PTZ)		05/14/26		$208,986.20	$14,008,393.96	$135,837,393.96	0.17%	0	07/16/27	0.00%	0	01/12/28
19	Various Revisions – "See CCM Agenda"		06/02/26		($44.42)	$14,008,349.54	$135,837,349.54	0.00%	0	07/16/27	0.00%	0	01/12/28
20	Existing Pipe and Grading		06/30/26		$19,984.84	$14,028,334.38	$135,857,334.38	0.02%	0	07/16/27	0.00%	0	01/12/28
21	Concrete Pavement Surface Protection		07/07/26		$88,959.29	$14,117,293.67	$135,946,293.67	0.07%	0	07/16/27	0.00%	0	01/12/28
22	Various Revisions "See CCM		08/25/26		$0.00	$14,117,293.67	$135,946,293.67	0.00%	0	07/16/27	0.00%	0	01/12/28

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

	Agenda"											
23	Various Revisions "See CCM Agenda"	09/01/26		$15.36	$14,117,309.03	$135,946,309.03	0.00%	0	07/16/27	0.00%	0	01/12/28
				$14,117,309.03	$14,117,309.03	**$135,946,309.03**	**11.59%**	**1228**	**07/16/27**	**0.00%**	**180**	**01/12/28**

CURRENT CONTRACT

Contractual Substantial Completion	**07/16/27**		
ACTUAL Substantial Completion		$0 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion)	Time Ext.for S.C 0%
Contractual Final Completion	**01/12/28**		
ACTUAL Final Completion		$0 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion)	Time Ext.for F.C.: 0%

CONTRACT INFORMATION: Unit Price (w/ 1 allowance)

Allowance No. 01: $50,000
Allowance No. 02: $250,000.00
Allowance No. 03: $1,000,000.00
Allowance No. 04: $13,270,106.00 per CO #11

LINE SOV 64 SP-105-5.3 VRC SYS ALTERATIONS AL: PER CO# 10 $92,750.45, from $100,000.00 to $7,249.55;
Consent of Surety Required.

Liquidated Damages: $10,000.00/Day for S.C. & $2,500.00/Day for F.C.
***Phase 2A: $10,000.00/Day between Fixed Date and Actual Completion.
***Phase 2B: $10,000.00/Day between Fixed Date and Actual Completion.
***Phase 2C: $10,000.00/Day between Fixed Date and Actual Completion.

OPEN ISSUES:

Owner's DRB Allowance: $50,000.00

Final Quantity Reconciliation Change Order

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
		TOTAL	**$0.00**	**$0.00**

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
Allowance Reconciliation	($1,520,795.00)	-1.25%	$2,136.28	0%
Code	($35,321.44)	-0.03%	$0.00	0%
Design Omission	$7,264.90	0.01%	$726.49	10%
Owner Requested	$13,724,567.23	11.27%	$0.00	0%
Quantity Adjustment	($487,545.00)	-0.40%	$0.00	0%
Unforeseen Condition	$2,429,138.34	1.99%	$0.00	0%
TOTAL	$14,117,309.03	11.59%	**$2,862.77**	**0%**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

BP-S00198-MCO TERMINAL C MULTI-MODAL CONNECTOR PEDESTRIAN BRIDGE & RENTAL CAR LOBBY (D/B)

CONTRACTOR: **The Weitz Company LLC**

FUNDING: CFCs (Customer Facility Charges),FDOT,GARBS (General Airport Revenue Bonds)

Award CC: 05/31/23 **Oracle PO#:** 1007467 **START DATE(NTP):** **07/27/23**

Award Board: 06/21/23 **Contract Date:** 07/24/23

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	**DESCRIPTION**	**REFERENCE**	**APPVD BY CCM**	**APPVD BY BOARD**	**CO AMOUNT**	**CUMULATIVE**	**CURRENT CONTRACT AMOUNT**	**% OF ORIGINAL ($)**	**TIME (DAYS)**	**CONTRACT DATE**	**% OF ORIGINAL (DAYS)**	**TIME (DAYS)**	**CONTRACT DATE**
	ORIGINAL CONTRACT						**$113,293,387.00**		**686**	**06/11/25**		**120**	**10/09/25**
1	GTF Bridge and RAC Renderings		01/02/24		$11,018.00	$11,018.00	$113,304,405.00	0.01%	0	06/11/25	0.00%	0	10/09/25
2	Level 3 Shell Space Concept Design		04/02/24		$24,174.00	$35,192.00	$113,328,579.00	0.02%	0	06/11/25	0.00%	0	10/09/25
3	Glazed Curtain Wall System	FCO 02	04/02/24		$140,890.00	$176,082.00	$113,469,469.00	0.12%	0	06/11/25	0.00%	0	10/09/25
4	Design for Sanitary Sewer Line	RCO 046	04/30/24		$59,062.00	$235,144.00	$113,528,531.00	0.05%	0	06/11/25	0.00%	0	10/09/25
5	Add Roof Hydrants	RCO 027	04/23/24		$36,583.00	$271,727.00	$113,565,114.00	0.03%	0	06/11/25	0.00%	0	10/09/25
6	Move Floor Mounted Signs	RCO 029	04/23/24		$30,140.00	$301,867.00	$113,595,254.00	0.03%	0	06/11/25	0.00%	0	10/09/25
7	Lobby Renderings	RCO 063	10/29/24		$8,976.00	$310,843.00	$113,604,230.00	0.01%	0	06/11/25	0.00%	0	10/09/25
8	Various Revisions	FCO 03	12/17/24		$49,643.00	$360,486.00	$113,653,873.00	0.04%	0	06/11/25	0.00%	0	10/09/25
9	Various Revisions		02/18/25		$42,882.22	$403,368.22	$113,696,755.22	0.04%	0	06/11/25	0.00%	0	10/09/25
10	Various Revisions	FCO 01	05/20/25		$62,582.71	$465,950.93	$113,759,337.93	0.06%	0	06/11/25	0.00%	0	10/09/25
11	Metal Wall Panels		06/24/25		($59,285.12)	$406,665.81	$113,700,052.81	-0.05%	0	06/11/25	0.00%	0	10/09/25
12	Various Revisions		10/28/25		$225,847.14	$632,512.95	$113,925,899.95	0.20%	0	06/11/25	0.00%	0	10/09/25
13	Various Revisions		11/25/25		$222,099.00	$854,611.95	$114,147,998.95	0.20%	0	06/11/25	0.00%	0	10/09/25
14	Various Revisions		01/06/26		$135,851.04	$990,462.99	$114,283,849.99	0.12%	0	06/11/25	0.00%	0	10/09/25
15	Various Revisions		01/06/26		($21,275.22)	$969,187.77	$114,262,574.77	-0.02%	0	06/11/25	0.00%	0	10/09/25
16	CCD - Descope Moving Walkway - Schedule E		01/27/26		($898,329.06)	$70,858.71	$113,364,245.71	-0.79%	0	06/11/25	0.00%	0	10/09/25
17	Add Hard Ceiling and Recon FCOs Nos 4-5	FCO Nos. 4 and FCO 5	03/24/26		$16,217.08	$87,075.79	$113,380,462.79	0.01%	0	06/11/25	0.00%	0	10/09/25
18	Demising Wall Graphic AND Time Extension		03/31/26		$11,715.00	$98,790.79	$113,392,177.79	0.01%	4	06/15/25	0.58%	0	10/13/25
19	Allowance No. 1		05/14/26	06/17/26	$600,000.00	$698,790.79	$113,992,177.79	0.53%	0	06/15/25	0.00%	0	10/13/25
20	RAC Lobby Addendum No. 3		07/14/26		$220,000.00	$918,790.79	$114,212,177.79	0.19%	0	06/15/25	0.00%	0	10/13/25
21	RAC Lobby Site Stabilization		07/21/26		$225,000.00	$1,143,790.79	$114,437,177.79	0.20%	0	06/15/25	0.00%	0	10/13/25

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

$1,143,790.79	$1,143,790.79	**$114,437,177.79**	**1.01%**	**690**	**06/15/25**	**0.58%**	**120**	**10/13/25**

CURRENT CONTRACT

Contractual Substantial Completion	**06/15/25**			
ACTUAL Substantial Completion		$20,000 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion)	Time Ext.for S.C	1%
Contractual Final Completion	**10/13/25**			
ACTUAL Final Completion		$5,000 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion)	Time Ext.for F.C.:	0%

CONTRACT INFORMATION: Lump Sum (No Allowances)

Consent of Surety Required.

Liquidated Damages ($20,000.00/Day for S.C. & $5,000.00/Day for F.C.)

OPEN ISSUES:

DRB Allowance: $100,000.00

FCO #6 (2026-05-06) NTE $42,340.32 & No Time: Provide all design and permitting services with Construction Administration Services and record documents for the design of the additional sanitary changes as a result of RFI 966.1 and PreCon 119 to capture gravity sanitary sewer main to a new lift station and force main to serve both the Ped Bridge and the RAC Lobby. The new lift station is to be sized to accommodate the current planned occupants and future occupants of the RAC Lobby.

FCO #7 (2026-05-20) LS $10,000.00 & No Time: Provide all materials and labor for the floor coring and Terrazzo patching of floor power outlets as indicated in Bulletin 002 to support the Agati furniture plan in the RAC Lobby. The remainder of the work in Bulletin 002 will be addressed in a future change order.

FCO #8 (2026-06-24) LS $12,606.00 & No Time: Provide all materials and labor for the wayfinding signage modifications requested by GOAA per the 01/14/2025 shop drawing meeting.

FCO #9 (2026-07-09) LS $33,239.80 & No Time: Provide all materials and labor for the remainder of the work associated with floor power outlets as indicated in Bulletin No. 002 to support the Agati furniture plan in the RAC Lobby

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
		TOTAL	**$0.00**	**$0.00**

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
Allowance Reconciliation	($59,285.12)	-0.05%	$0.00	0%
Owner Requested	$687,077.38	0.61%	$0.00	0%
Unforeseen Condition	$516,088.53	0.46%	$0.00	0%
TOTAL	$1,143,880.79	1.01%	**$0.00**	**0%**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

H-00425-MCO RUNWAY 36L BLAST PAD REHABILITATION, ALSF-2 AND ILS SUPPORT

CONTRACTOR: **The Middlesex Corporation**

FUNDING: Cap. Ex. (Capital Expenditure Fund),GARBS (General Airport Revenue Bonds)

Award CC: 05/19/26 **Oracle PO#:** 0 **START DATE(NTP):** **07/14/26**

Award Board: 06/17/26 **Contract Date:** 07/12/26

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	**DESCRIPTION**	**REFERENCE**	**APPVD BY CCM**	**APPVD BY BOARD**	**CO AMOUNT**	**CUMULATIVE**	**CURRENT CONTRACT AMOUNT**	**% OF ORIGINAL ($)**	**TIME (DAYS)**	**CONTRACT DATE**	**% OF ORIGINAL (DAYS)**	**TIME (DAYS)**	**CONTRACT DATE**
	ORIGINAL CONTRACT						**$2,967,236.17**		**190**	**01/19/27**		**60**	**03/20/27**
0					$0.00	$0.00	$2,967,236.17	0.00%	0	01/19/27	0.00%	0	03/20/27
					$0.00	$0.00	**$2,967,236.17**	**0.00%**	**190**	**01/19/27**	**0.00%**	**60**	**03/20/27**

CURRENT CONTRACT

Contractual Substantial Completion **01/19/27**

ACTUAL Substantial Completion $3,000 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion) Time Ext.for S.C 0%

Contractual Final Completion **03/20/27**

ACTUAL Final Completion $1,500 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion) Time Ext.for F.C.: 0%

CONTRACT INFORMATION: Lump Sum (w/0 Allowances)

Bond is required.

Liquidated Damages ($3000.00/Day for S.C. & $1500.00/Day for F.C.)

OPEN ISSUES: None

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
		TOTAL	**$0.00**	**$0.00**

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
	$0.00	0.00%	$0.00	0%
TOTAL	$0.00	0.00%	**$0.00**	**0%**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

H-00427-MCO SOUTH TRAILER COMPLEX FENCING AND WHEEL STOPS

CONTRACTOR: **Prime Construction Group, Inc.** **Award CC:** 06/02/26 **Oracle PO#:** 1008379 **START DATE(NTP):** **07/27/26**

FUNDING: Cap. Ex. (Capital Expenditure Fund) **Award Board:** **Contract Date:** 07/23/26

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	**DESCRIPTION**	**REFERENCE**	**APPVD BY CCM**	**APPVD BY BOARD**	**CO AMOUNT**	**CUMULATIVE**	**CURRENT CONTRACT AMOUNT**	**% OF ORIGINAL ($)**	**TIME (DAYS)**	**CONTRACT DATE**	**% OF ORIGINAL (DAYS)**	**TIME (DAYS)**	**CONTRACT DATE**
	ORIGINAL CONTRACT						**$194,611.60**		**90**	**10/24/26**		**60**	**12/23/26**
0					$0.00	$0.00	$194,611.60	0.00%	0	10/24/26	0.00%	0	12/23/26
					$0.00	$0.00	**$194,611.60**	**0.00%**	**90**	**10/24/26**	**0.00%**	**60**	**12/23/26**

CURRENT CONTRACT

Contractual Substantial Completion **10/24/26**

ACTUAL Substantial Completion $300 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion) Time Ext.for S.C 0%

Contractual Final Completion **12/23/26**

ACTUAL Final Completion $150 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion) Time Ext.for F.C.: 0%

CONTRACT INFORMATION: Lump Sum (w/0 Allowance)

Surety Bond is not Required.

Liquidated Damages ($300.00/Day for S.C. & $150.00/Day for F.C.)

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
		TOTAL	**$0.00**	**$0.00**

CHANGE ORDER (CO) SUMMARY BY REASON NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
	$0.00	0.00%	$0.00	0%
TOTAL	$0.00	0.00%	**$0.00**	**0%**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

H-00431-MCO PARKING LOT ATLANTIS VERTISTOP D/B

CONTRACTOR: **The Middlesex Corporation**
FUNDING: O&M (Operations & Maintenance Fund)

Award CC: 07/21/26 **Oracle PO#:** 1008391 **START DATE(NTP):** **08/04/26**
Award Board: 07/15/26 **Contract Date:** 08/03/26

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	**DESCRIPTION**	**REFERENCE**	**APPVD BY CCM**	**APPVD BY BOARD**	**CO AMOUNT**	**CUMULATIVE**	**CURRENT CONTRACT AMOUNT**	**% OF ORIGINAL ($)**	**TIME (DAYS)**	**CONTRACT DATE**	**% OF ORIGINAL (DAYS)**	**TIME (DAYS)**	**CONTRACT DATE**
	ORIGINAL CONTRACT						**$1,611,613.16**		**88**	**10/30/26**		**60**	**12/29/26**
0					$0.00	$0.00	$1,611,613.16	0.00%	0	10/30/26	0.00%	0	12/29/26
					$0.00	$0.00	**$1,611,613.16**	**0.00%**	**88**	**10/30/26**	**0.00%**	**60**	**12/29/26**

CURRENT CONTRACT

Contractual Substantial Completion **10/30/26**
ACTUAL Substantial Completion — $3,100 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion) — Time Ext.for S.C 0%
Contractual Final Completion **12/29/26**
ACTUAL Final Completion — $1,550 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion) — Time Ext.for F.C.: 0%

CONTRACT INFORMATION: Lump Sum (w/1 Allowance)

Bond is required.

Liquidated Damages ($3,100.00/Day for S.C. & $1,550.00/Day for F.C.)

Allowance 1: Relocation of existing code blue phone (including power and data required), tree survey and clearing of landscaping/Trees, CCTV.

OPEN ISSUES: None

No Issues:

FCO #1 (2026-09-10) NTE $48,971.52 & No Time: Provide all labor, material and equipment to increase the depth of the Portland Cement Concrete (PCC) from 5" to 8" for the Touchdown and Lift-Off (TLOF) and the Final Approach and takeoff (FATO) areas.

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
		TOTAL	**$0.00**	**$0.00**

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
	$0.00	0.00%	$0.00	0%
TOTAL	$0.00	0.00%	**$0.00**	**0%**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

V-00982-MCO MCO CAMPUS KEY & LOCK REPLACEMENT

CONTRACTOR: **H.A. Contracting Corporation**

FUNDING: FDOT,GARBS (General Airport Revenue Bonds),LOC (Line of Credit)

Award CC: 11/21/23 **Oracle PO#:** 1007498 **START DATE(NTP):** **01/29/24**

Award Board: 12/13/23 **Contract Date:** 01/02/24

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	**DESCRIPTION**	**REFERENCE**	**APPVD BY CCM**	**APPVD BY BOARD**	**CO AMOUNT**	**CUMULATIVE**	**CURRENT CONTRACT AMOUNT**	**% OF ORIGINAL ($)**	**TIME (DAYS)**	**CONTRACT DATE**	**% OF ORIGINAL (DAYS)**	**TIME (DAYS)**	**CONTRACT DATE**
	ORIGINAL CONTRACT						**$419,900.00**		**150**	**06/26/24**		**30**	**07/26/24**
1	Various Revisions		06/25/24		$42,638.94	$42,638.94	$462,538.94	10.15%	0	06/26/24	0.00%	0	07/26/24
2	Negotiated Settlement		08/26/25	09/17/25	$118,688.53	$161,327.47	$581,227.47	28.27%	611	02/27/26	407.33%	30	04/28/26
3	Inventory Management & Time Extension		07/21/26	08/19/26	$43,999.20	$205,326.67	$625,226.67	10.48%	345	02/07/27	230.00%	0	04/08/27
					$205,326.67	$205,326.67	**$625,226.67**	**48.90%**	**1106**	**02/07/27**	**637.33%**	**60**	**04/08/27**

CURRENT CONTRACT

Contractual Substantial Completion	**02/07/27**		
ACTUAL Substantial Completion		$1,000 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion)	Time Ext.for S.C 642%
Contractual Final Completion	**04/08/27**		
ACTUAL Final Completion		$500 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion)	Time Ext.for F.C.: 103%

CONTRACT INFORMATION: Lump Sum & Unit Price (w/ 1 Allowance)

Consent of Surety is Required.

Liquidated Damages: ($1,000.00/Day for S.C. & $500.00/Day for F.C.)

Allowance #1: Hardware Repairs $20,000.00; reduced by ($20,000.00) to $0.00 via CO #1.

Open Issues:
Quantity Reconciliation of NTE portion of both the base contract and CO #1, Item 1.2.

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
		TOTAL	**$0.00**	**$0.00**

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
	$0.00	0.00%	$0.00	0%
Allowance Reconciliation	($20,000.00)	-4.76%	$0.00	0%
Unforeseen Condition	$62,638.94	14.92%	$0.00	0%
TOTAL	$42,638.94	10.15%	**$0.00**	**0%**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

V-01031-ORL ORL AIRFIELD BEACON REPLACEMENT

CONTRACTOR: **Gomez Construction Company**

FUNDING: FDOT,ORL Revenue Fund

Award CC: 03/31/26 **Oracle PO#:** 1008255 **START DATE(NTP):** **07/16/26**

Award Board: 05/20/26 **Contract Date:** 06/30/26

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	**DESCRIPTION**	**REFERENCE**	**APPVD BY CCM**	**APPVD BY BOARD**	**CO AMOUNT**	**CUMULATIVE**	**CURRENT CONTRACT AMOUNT**	**% OF ORIGINAL ($)**	**TIME (DAYS)**	**CONTRACT DATE**	**% OF ORIGINAL (DAYS)**	**TIME (DAYS)**	**CONTRACT DATE**
	ORIGINAL CONTRACT						**$389,832.05**		**180**	**01/11/27**		**60**	**03/12/27**
0					$0.00	$0.00	$389,832.05	0.00%	0	01/11/27	0.00%	0	03/12/27
					$0.00	$0.00	**$389,832.05**	**0.00%**	**180**	**01/11/27**	**0.00%**	**60**	**03/12/27**

CURRENT CONTRACT

Contractual Substantial Completion **01/11/27**

ACTUAL Substantial Completion $600 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion) Time Ext.for S.C 0%

Contractual Final Completion **03/12/27**

ACTUAL Final Completion $300 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion) Time Ext.for F.C.: 0%

CONTRACT INFORMATION: Lump Sum (w/0 Allowances)

Bond is required.

Liquidated Damages ($600.00/Day for S.C. & $300.00/Day for F.C.)

OPEN ISSUES: None

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
		TOTAL	**$0.00**	**$0.00**

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
	$0.00	0.00%	$0.00	0%
TOTAL	$0.00	0.00%	**$0.00**	**0%**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

V-01032-MCO NORTH TERMINAL PREMIER PARKING RECONFIGURATION

CONTRACTOR: **Clancy & Theys Construction Co.**

FUNDING: GARBS (General Airport Revenue Bonds)

Award CC: 06/24/25 **Oracle PO#:** 1008037 **START DATE(NTP):** **09/10/25**

Award Board: 07/16/25 **Contract Date:** 09/09/25

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	**DESCRIPTION**	**REFERENCE**	**APPVD BY CCM**	**APPVD BY BOARD**	**CO AMOUNT**	**CUMULATIVE**	**CURRENT CONTRACT AMOUNT**	**% OF ORIGINAL ($)**	**TIME (DAYS)**	**CONTRACT DATE**	**% OF ORIGINAL (DAYS)**	**TIME (DAYS)**	**CONTRACT DATE**
	ORIGINAL CONTRACT						**$984,532.00**		**180**	**03/08/26**		**60**	**05/07/26**
1	Building Permit Cost		10/07/25		$2,049.85	$2,049.85	$986,581.85	0.21%	0	03/08/26	0.00%	0	05/07/26
2	Epoxy Coat		12/09/25		$32,924.69	$34,974.54	$1,019,506.54	3.34%	0	03/08/26	0.00%	0	05/07/26
3	Epoxy Coat	RFI No. 5	01/06/26		$35,128.46	$70,103.00	$1,054,635.00	3.57%	0	03/08/26	0.00%	0	05/07/26
4	Various Revisions	RFI No. 05	01/20/26	02/18/26	$133,349.22	$203,452.22	$1,187,984.22	13.54%	28	04/05/26	15.56%	0	06/04/26
5	Install Intercoms and Paint Existing Curbs	RFI Nos. 4,8 and 18	03/03/26		$14,579.60	$218,031.82	$1,202,563.82	1.48%	0	04/05/26	0.00%	0	06/04/26
6	Domestic Water Service	RFI No. 22	03/31/26		$3,792.72	$221,824.54	$1,206,356.54	0.39%	0	04/05/26	0.00%	0	06/04/26
7	Various Revisions - “See CCM Agenda”		04/07/26		$57,779.44	$279,603.98	$1,264,135.98	5.87%	16	04/21/26	8.89%	0	06/20/26
8	Parking Services Changes	FCO No. 2	05/20/26		$32,648.27	$312,252.25	$1,296,784.25	3.32%	5	04/26/26	2.78%	0	06/25/26
9	Various Revisions “See CCM Agenda”	FCO 03 & FCO 04	08/18/26	09/16/26	$300,087.78	$612,340.03	$1,596,872.03	30.48%	193	11/05/26	107.22%	0	01/04/27
					$612,340.03	$612,340.03	**$1,596,872.03**	**62.20%**	**422**	**11/05/26**	**134.44%**	**60**	**01/04/27**

CURRENT CONTRACT

Contractual Substantial Completion **11/05/26**

ACTUAL Substantial Completion — $1,600 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion) — Time Ext.for S.C 135%

Contractual Final Completion **01/04/27**

ACTUAL Final Completion — $800 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion) — Time Ext.for F.C.: 0%

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

CONTRACT INFORMATION: Lump Sum w/ Unit Prices

Consent of Surety is Required.

Liquidated Damages ($1,600.00/Day for S.C. & $800.00/Day for F.C.)

OPEN ISSUES: Final quantity reconciliation.

FCO #01 (03/18/2026) NTE $21,350.02 & No Time: Existing Curb Modifications per RFI #15 and RFI #23 (RCO #8) – Provide materials and labor to demo the existing curb at several locations to allow a wider radius and proper drainage in locations, patch floor and curb, and apply coatings at locations of works.

FCO #2 (04/14/2026) LS $32,648.27 & No Time: Parking Services Changes per RFI #25 (RCO #13) – Provide labor, materials and equipment to: 1) Add additional speed humps at both drive lanes at the Hyatt crosswalk, 2) Add 125 LF of curb painted safety yellow with delineators every 4 feet, 3) Add three additional handicap spaces by the elevator B side, 4) Eliminate four parking spaces and hash with yellow lines, 5) Remove handicap markings and repaint with white lines by the elevator A side.

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
7	Various Revisions - "See CCM Agenda"	04/07/26	$21533.35	$0.00
		TOTAL	**$21,533.35**	**$0.00**

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
Design Omission	$21,533.35	2.19%	$21,533.35	100%
Owner Requested	$507,246.30	51.52%	$0.00	0%
Quantity Adjustment	$46,891.25	4.76%	$0.00	0%
Unforeseen Condition	$14,307.33	1.45%	$0.00	0%
TOTAL	$589,978.23	59.92%	**$21,533.35**	**100%**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

V-01040-MCO AIRSIDE 4 TSA RECHECK LANES

CONTRACTOR: **Collage Design and Construction Group, Inc. dba The Collage Companies**

FUNDING: GARBS (General Airport Revenue Bonds)

Award CC: 03/10/26 **Oracle PO#:** 1008257 **START DATE(NTP):** **04/27/26**

Award Board: 04/15/26 **Contract Date:** 04/24/26

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	**DESCRIPTION**	**REFERENCE**	**APPVD BY CCM**	**APPVD BY BOARD**	**CO AMOUNT**	**CUMULATIVE**	**CURRENT CONTRACT AMOUNT**	**% OF ORIGINAL ($)**	**TIME (DAYS)**	**CONTRACT DATE**	**% OF ORIGINAL (DAYS)**	**TIME (DAYS)**	**CONTRACT DATE**
	ORIGINAL CONTRACT						**$3,057,000.00**		**180**	**10/23/26**		**90**	**01/21/27**
1	ADD ALLOWANCE NO. 5		03/10/26		$150,000.00	$150,000.00	$3,207,000.00	4.91%	0	10/23/26	0.00%	0	01/21/27
2	Flooring Changes	FCO 02	08/25/26		$0.00	$150,000.00	$3,207,000.00	0.00%	0	10/23/26	0.00%	0	01/21/27
3	Flooring Changes & Allowance Reduction		09/01/26		$0.00	$150,000.00	$3,207,000.00	0.00%	0	10/23/26	0.00%	0	01/21/27
4	Flooring Changes & Allowance Reduction		09/14/26		$0.00	$150,000.00	$3,207,000.00	0.00%	40	12/02/26	22.22%	0	03/02/27
5	Final Change Order		09/14/26		($47,331.00)	$102,669.00	$3,159,669.00	-1.55%	40	01/11/27	22.22%	0	04/11/27
					$102,669.00	$102,669.00	**$3,159,669.00**	**3.36%**	**260**	**01/11/27**	**44.44%**	**90**	**04/11/27**

CURRENT CONTRACT

Contractual Substantial Completion **01/11/27**

ACTUAL Substantial Completion $750 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion) Time Ext.for S.C 45%

Contractual Final Completion **04/11/27**

ACTUAL Final Completion $100 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion) Time Ext.for F.C.: 0%

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

CONTRACT INFORMATION: NTE

Consent of Surety Required -- Bond Requirements re required

Liquidated Damages ($750.00/Day for S.C. & $150.00/Day for F.C.)

FCO #02 (2026-07-29) LS $45,493.88 & No Time: Provide all materials and delivery of approximately 4,385 square feet of 36-inch multi-color matte terrazzo floor tile, including crack suppression membrane, epoxy grout, white thin-set mortar, Schulter movement joints and stair nosing, required transition profiles and 10% attic stock. Also included shall be labor to install approximately 50% of the tile within the Airside 4 TSA recheck area. This change reflects a credit for the broadloom carpet no longer being installed.

FCO #2 REV 02 (2026-08-07) LS $33,439.20 & No Time: Provide all labor, materials, installation, and delivery of the 36-inch multi color matte terrazzo floor tile, including crack suppression membrane, epoxy grout, white thin-set mortar, Schulter movement joints and stair nosing, and required transition profiles for phase 1 of the Airside 4 TSA recheck area. Also included shall be a credit for all of the broadloom carpet no longer being installed for this project.

OPEN ISSUES:
Allowance 1 - HVAC Test& Balance - $50,000
Allowance 2 - Floor Leveling Grout - 50,000
Allowance 3 - Roof & Flashing Repairs - $100,000
Allowance 4 - IT/low Voltage - $50,000
Allowance 5 - Owner Requested - $150,000.00 per CO #1; per CO #3 Reduce $108,027.28 to $83,121.62

FCO #01 (2026-07-27) LS $17,000.00 & No Time: Provide all labor, equipment, and material to fabricate and install additional structural steel support members, connection details, and associated welding, bolting, and painting at the existing glazed wall.

FCO #03 (2026-07-30) LS $30,303.00 & No Time: Provide all costs associated with furnishing a new fan coil unit (FCU) including expedited fabrication. Also included shall be the fabrication and installation of required structural steel support system as directed in all Bulletin No. 5 revisions. This work includes procurement of the FCU, fabrication and installation of structural steel supports.

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
		TOTAL	**$0.00**	**$0.00**

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
Allowance Reconciliation	($148,248.38)	-4.85%	$0.00	0%
Owner Requested	$233,300.38	7.63%	$0.00	0%
Unforeseen Condition	$17,617.00	0.58%	$0.00	0%
TOTAL	$102,669.00	3.36%	**$0.00**	**0%**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

V-01058-MCO TERMINALS A&B RENTAL CAR QTA CANOPY LEAK REPAIRS-CONTINUATION

CONTRACTOR: **H.A. Contracting Corporation**
FUNDING: O&M (Operations & Maintenance Fund)

Award CC: 01/20/26 **Oracle PO#:** 0 **START DATE(NTP):** **05/13/26**
Award Board: 04/15/26 **Contract Date:** 05/06/26

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	**DESCRIPTION**	**REFERENCE**	**APPVD BY CCM**	**APPVD BY BOARD**	**CO AMOUNT**	**CUMULATIVE**	**CURRENT CONTRACT AMOUNT**	**% OF ORIGINAL ($)**	**TIME (DAYS)**	**CONTRACT DATE**	**% OF ORIGINAL (DAYS)**	**TIME (DAYS)**	**CONTRACT DATE**
	ORIGINAL CONTRACT						**$297,000.00**		**90**	**08/10/26**		**60**	**10/09/26**
0					$0.00	$0.00	$297,000.00	0.00%	0	08/10/26	0.00%	0	10/09/26
					$0.00	$0.00	**$297,000.00**	**0.00%**	**90**	**08/10/26**	**0.00%**	**60**	**10/09/26**

CURRENT CONTRACT

Contractual Substantial Completion **08/10/26**
ACTUAL Substantial Completion — $300 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion) — Time Ext.for S.C 0%
Contractual Final Completion **10/09/26**
ACTUAL Final Completion — $150 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion) — Time Ext.for F.C.: 0%

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
		TOTAL	**$0.00**	**$0.00**

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
	$0.00	0.00%	$0.00	0%
TOTAL	$0.00	0.00%	**$0.00**	**0%**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

V-01083-MCO NORTH TERMINAL COMPLEX BUILDINGS ROOF REPLACEMENT - AREA 1 (D/B)

CONTRACTOR: **Gomez Construction Company**
FUNDING: GARBS (General Airport Revenue Bonds)

Award CC: 11/25/25 **Oracle PO#:** 1008178 **START DATE(NTP):** **01/14/26**
Award Board: 12/17/25 **Contract Date:** 12/29/25

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	**DESCRIPTION**	**REFERENCE**	**APPVD BY CCM**	**APPVD BY BOARD**	**CO AMOUNT**	**CUMULATIVE**	**CURRENT CONTRACT AMOUNT**	**% OF ORIGINAL ($)**	**TIME (DAYS)**	**CONTRACT DATE**	**% OF ORIGINAL (DAYS)**	**TIME (DAYS)**	**CONTRACT DATE**
	ORIGINAL CONTRACT						**$6,277,808.49**		**365**	**01/13/27**		**60**	**03/14/27**
0					$0.00	$0.00	$6,277,808.49	0.00%	0	01/13/27	0.00%	0	03/14/27
					$0.00	$0.00	**$6,277,808.49**	**0.00%**	**365**	**01/13/27**	**0.00%**	**60**	**03/14/27**

CURRENT CONTRACT

Contractual Substantial Completion **01/13/27**
ACTUAL Substantial Completion — $2,200 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion) — Time Ext.for S.C 0%
Contractual Final Completion **03/14/27**
ACTUAL Final Completion — $1,100 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion) — Time Ext.for F.C.: 0%

CONTRACT INFORMATION: Unit Price (Base Bid + 3 Alternates + 3 Allowances)

Liquidated Damages ($2,200.00/Day for S.C. & $1,100.00/Day for F.C.)

- Base Bid: Remove & Replace the Existing Roof on Area 1 (Main Area, Landside East) of the Main Terminal; $5,893,510.90
- Add-Alternate No. 1: Roof Area H Demolition & Modified Bituminous Roof Replacement; $24,367.50 (Demo by Others = $5,776.00 + Modified Bituminous Roof Replacement by Others = $18,591.50)
- Add-Alternate No. 2: (3) Additional Roof Anchor / Tie-Off Points; $5,268.09
- Add-Alternate No. 3: Provide Fix Ladders; $39,812.00

-Allowance #1: Repair/Replacement of Existing Lightweight Concrete Decking; $146,850.00
-Allowance #2: Replace Existing Pre-Cast Panel Joints; $32,500.00
-Allowance #3: Roof Drain Replacement / Scupper Rework; $135,500.00

OPEN ISSUES:

Final Quantity Adjustment
Final Allowance Reconciliation of (3) Allowances

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
		TOTAL	**$0.00**	**$0.00**

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
	$0.00	0.00%	$0.00	0%
TOTAL	$0.00	0.00%	**$0.00**	**0%**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

V-01084-MCO CAMERA SYSTEM AT GARAGE C AND SOUTH PARK PLACE ENTRY & EXIT LANES

CONTRACTOR: **Quality Cable Contractors, Inc.** **Award CC:** 02/23/26 **Oracle PO#:** 1008229 **START DATE(NTP):** **03/11/26**

FUNDING: Cap. Ex. (Capital Expenditure Fund) **Award Board:** **Contract Date:** 03/06/26

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	**DESCRIPTION**	**REFERENCE**	**APPVD BY CCM**	**APPVD BY BOARD**	**CO AMOUNT**	**CUMULATIVE**	**CURRENT CONTRACT AMOUNT**	**% OF ORIGINAL ($)**	**TIME (DAYS)**	**CONTRACT DATE**	**% OF ORIGINAL (DAYS)**	**TIME (DAYS)**	**CONTRACT DATE**
	ORIGINAL CONTRACT						**$132,389.00**		**60**	**05/09/26**		**60**	**07/08/26**
0					$0.00	$0.00	$132,389.00	0.00%	0	05/09/26	0.00%	0	07/08/26
					$0.00	$0.00	**$132,389.00**	**0.00%**	**60**	**05/09/26**	**0.00%**	**60**	**07/08/26**

CURRENT CONTRACT

Contractual Substantial Completion **05/09/26**

ACTUAL Substantial Completion — $100 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion) — Time Ext.for S.C 0%

Contractual Final Completion **07/08/26**

ACTUAL Final Completion — $50 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion) — Time Ext.for F.C.: 0%

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
		TOTAL	**$0.00**	**$0.00**

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
	$0.00	0.00%	$0.00	0%
TOTAL	$0.00	0.00%	**$0.00**	**0%**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

V-01103-MCO TERMINAL A, NON-CURBSIDE CANOPIES REFURBISHMENT (D/B)

CONTRACTOR: **Clancy & Theys Construction Co.** **Award CC:** 04/21/26 **Oracle PO#:** 1008298 **START DATE(NTP):** **06/12/26**

FUNDING: Cap. Ex. (Capital Expenditure Fund) **Award Board:** 05/20/26 **Contract Date:** 06/10/26

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	DESCRIPTION	REFERENCE	APPVD BY CCM	APPVD BY BOARD	CO AMOUNT	CUMULATIVE	CURRENT CONTRACT AMOUNT	% OF ORIGINAL ($)	TIME (DAYS)	CONTRACT DATE	% OF ORIGINAL (DAYS)	TIME (DAYS)	CONTRACT DATE
	ORIGINAL CONTRACT						**$3,469,500.00**		**240**	**02/06/27**		**60**	**04/07/27**
					$0.00	$0.00	$3,469,500.00	0.00%	0	02/06/27	0.00%	0	04/07/27
					$0.00	$0.00	**$3,469,500.00**	**0.00%**	**240**	**02/06/27**	**0.00%**	**60**	**04/07/27**

CURRENT CONTRACT

Contractual Substantial Completion

ACTUAL Substantial Completion — $2,200 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion) — Time Ext.for S.C 0%

Contractual Final Completion

ACTUAL Final Completion — $1,100 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion) — Time Ext.for F.C.: 0%

CONTRACT INFORMATION: NTE (Direct-Negotiated)

Consent of Surety Required -- Bond required

Liquidated Damages ($100.00/Day for S.C. & $50.00/Day for F.C.)

OPEN ISSUES: The entire project is an Allowance

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
		TOTAL	**$0.00**	**$0.00**

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
	$0.00	0.00%	$0.00	0%
TOTAL	$0.00	0.00%	**$0.00**	**0%**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

V-01124-MCO BRIGHTLINE TRAIN STATION PLATFORM EXPANSION JOINT COVER MOCK-UP

CONTRACTOR: **Gomez Construction Company** **Award CC:** 07/21/26 **Oracle PO#:** 1008385 **START DATE(NTP):** **08/04/26**

FUNDING: O&M (Operations & Maintenance Fund) **Award Board:** **Contract Date:** 07/29/26

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	**DESCRIPTION**	**REFERENCE**	**APPVD BY CCM**	**APPVD BY BOARD**	**CO AMOUNT**	**CUMULATIVE**	**CURRENT CONTRACT AMOUNT**	**% OF ORIGINAL ($)**	**TIME (DAYS)**	**CONTRACT DATE**	**% OF ORIGINAL (DAYS)**	**TIME (DAYS)**	**CONTRACT DATE**
	ORIGINAL CONTRACT						**$24,753.30**		**20**	**08/23/26**		**30**	**09/22/26**
0					$0.00	$0.00	$24,753.30	0.00%	0	08/23/26	0.00%	0	09/22/26
					$0.00	$0.00	**$24,753.30**	**0.00%**	**20**	**08/23/26**	**0.00%**	**30**	**09/22/26**

CURRENT CONTRACT

Contractual Substantial Completion **08/23/26**

ACTUAL Substantial Completion $300 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion) Time Ext.for S.C 0%

Contractual Final Completion **09/22/26**

ACTUAL Final Completion $100 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion) Time Ext.for F.C.: 0%

CONTRACT INFORMATION: NTE (Direct-Negotiated)
Consent of Surety Required -- Bond not required
Liquidated Damages ($300.00/Day for S.C. & $100.00/Day for F.C.)
OPEN ISSUES: L&M $24,753.30

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
		TOTAL	**$0.00**	**$0.00**

CHANGE ORDER (CO) SUMMARY BY REASON

NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
	$0.00	0.00%	$0.00	0%
TOTAL	$0.00	0.00%	**$0.00**	**0%**

CHANGE ORDER SUMMARY

20-Sep-26 - Projects in Construction Stage

V-01125-MCO AMERICAN AIRLINES, LINE MAINTENANCE FLOOD REPAIRS

CONTRACTOR: **Clancy & Theys Construction Co.** **Award CC:** 07/28/26 **Oracle PO#:** 1008381 **START DATE(NTP):** **08/17/26**

FUNDING: O&M (Operations & Maintenance Fund) **Award Board:** **Contract Date:** 08/14/26

									SUBSTANTIAL COMPLETION			FINAL COMPLETION	
CO #	**DESCRIPTION**	**REFERENCE**	**APPVD BY CCM**	**APPVD BY BOARD**	**CO AMOUNT**	**CUMULATIVE**	**CURRENT CONTRACT AMOUNT**	**% OF ORIGINAL ($)**	**TIME (DAYS)**	**CONTRACT DATE**	**% OF ORIGINAL (DAYS)**	**TIME (DAYS)**	**CONTRACT DATE**
	ORIGINAL CONTRACT						**$163,269.41**		**26**	**09/11/26**		**33**	**10/14/26**
0					$0.00	$0.00	$163,269.41	0.00%	0	09/11/26	0.00%	0	10/14/26
					$0.00	$0.00	**$163,269.41**	**0.00%**	**26**	**09/11/26**	**0.00%**	**33**	**10/14/26**

CURRENT CONTRACT

Contractual Substantial Completion **09/11/26**

ACTUAL Substantial Completion $700 / Day (Contract Specified Liquidated Damages Amount for Late Substantial Completion) Time Ext.for S.C 0%

Contractual Final Completion **10/14/26**

ACTUAL Final Completion $400 / Day (Contract Specified Liquidated Damages Amount for Late Final Completion) Time Ext.for F.C.: 0%

CONTRACT INFORMATION: NTE (Direct-Negotiated)
Consent of Surety Required -- Waived Bond not required
Liquidated Damages ($700.00/Day for S.C. & $400.00/Day for F.C.)
OPEN ISSUES: L&M

POTENTIAL A/E BACK CHARGES (Tracking started in 8/2001; 5/2005 for Errors)

CO #	Description	CCM Approval	Potential A/E Backcharges(Omissions)	Potential A/ E Backcharges (Errors)
		TOTAL	**$0.00**	**$0.00**

CHANGE ORDER (CO) SUMMARY BY REASON NOTE:TBD is denoted as $1.00

Reason	CO Amount		A/ E Backcharges	Flag
	$0.00	0.00%	$0.00	0%
TOTAL	$0.00	0.00%	**$0.00**	**0%**

Greater Orlando Aviation Authority

Memorandum

DATE: October 21, 2026

TO: Members of the Aviation Authority

FROM: Scott Shedek, Chair, Construction Committee

Item Description

Notification of Project Status on active construction projects

Background

The following report represents the project status on active construction projects.

INFORMATION ITEM – D –

ORL Location Map List for Active Construction Projects

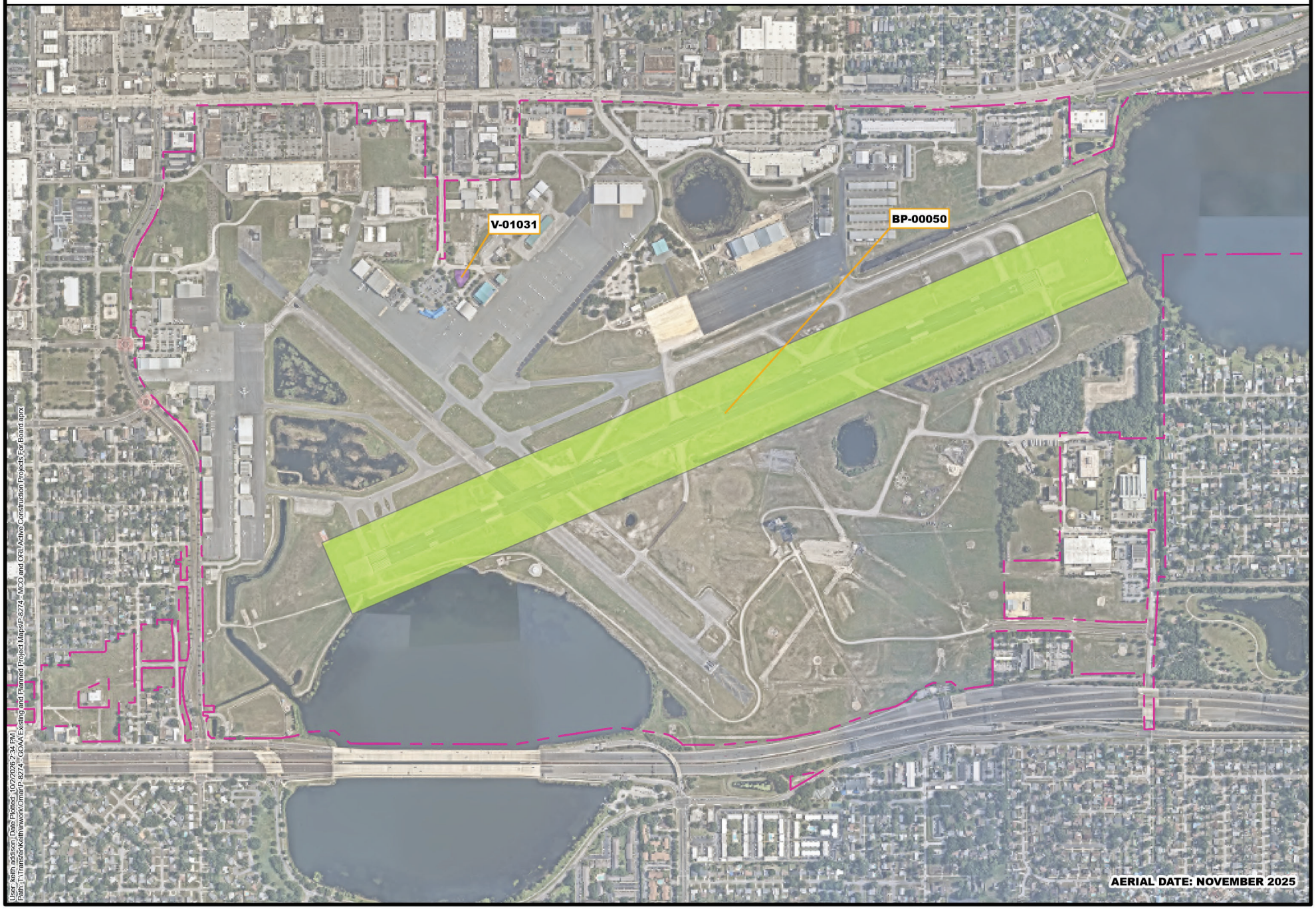
Project No	Project Name	Contractor
BP-00050-ORL	ORL RUNWAY 7-25 REHABILITATION AND RELATED WORK	Hubbard Construction Company

ORLANDO EXECUTIVE AIRPORT (ORL) - ONGOING CONSTRUCTION PROJECTS

October 2, 2026

GRAPHIC SCALE IN FEET

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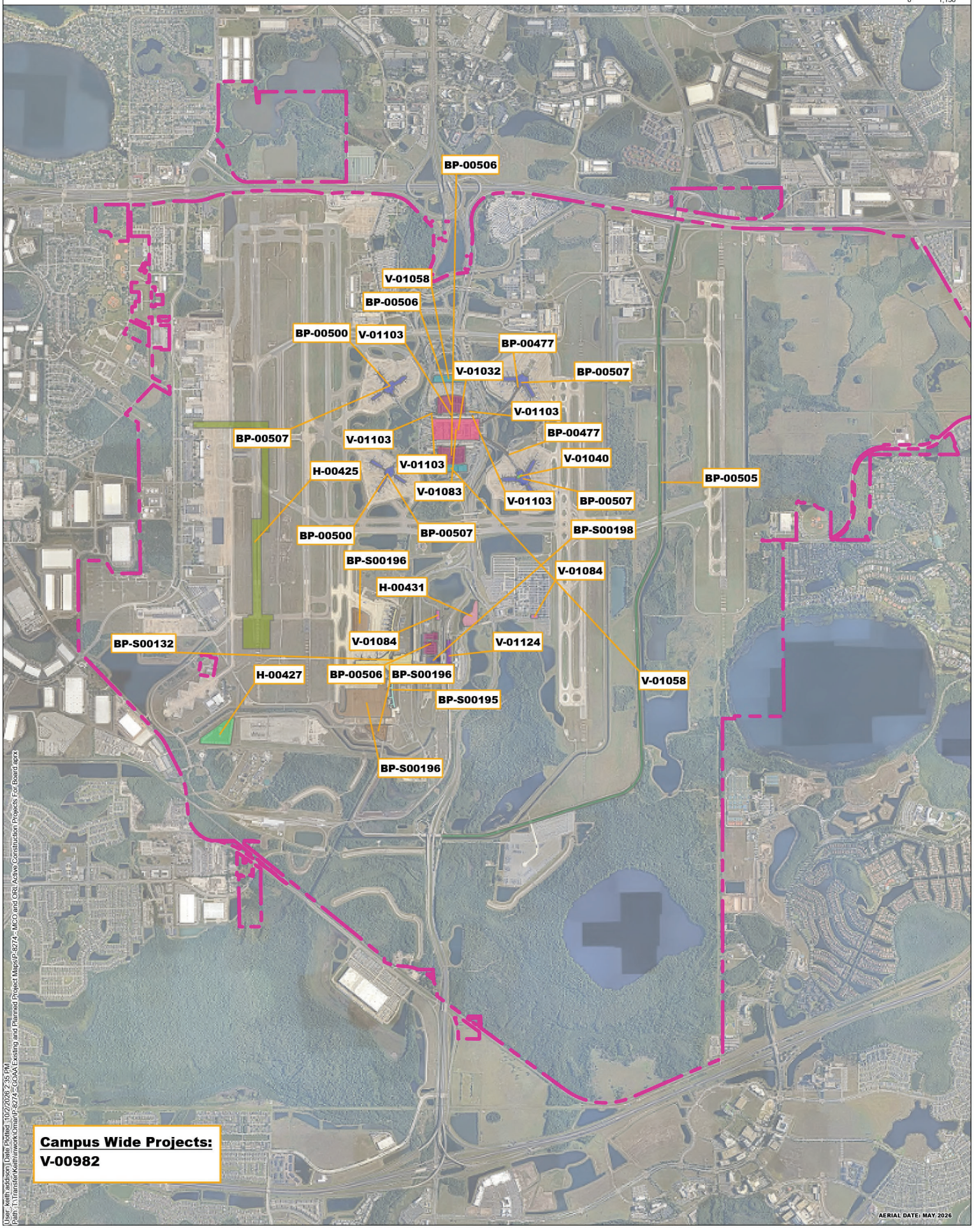
MCO Location Map List for Active Construction Projects

Project No	Project Name	Contractor
BP-00477-MCO	AIRSIDES 2 AND 4 APM IMPROVEMENTS (DBOM)	Mitsubishi Heavy Industries
BP-00500-MCO	AIRSIDES 1 AND 3 INTERIOR REFURBISHMENT (DESIGN/BUILD)	HCBeck, Ltd. dba The Beck Group
BP-00505-MCO	ROADWAY SIGNAGE UPGRADES - HEINTZELMAN BOULEVARD	Prime Construction Group, Inc.
BP-00506-MCO	PARKING GUIDANCE SYSTEM (D/B)	Transportation Systems, Inc.
BP-00507-MCO	AIRSIDE RESTROOM REFURBISHMENT (D/B)	Balfour Beatty Construction LLC
BP-S00132-MCO	S TERM C, PH 1 - BAGGAGE HANDLING SYSTEM (DBOM)	Vanderlande Industries, Inc.
BP-S00195-MCO	TERM C, PH 1X - AIRSIDE CONCOURSE	Hensel Phelps Construction
BP-S00196-MCO	TERM C, PH 1X - AIRFIELD CIVIL, APRON AND TAXIWAY PAVING, AND GROUND SUPPORT EQUIPMENT FACILITY	Prince Contracting, LLC
BP-S00198-MCO	TERMINAL C MULTI-MODAL CONNECTOR PEDESTRIAN BRIDGE & RENTAL CAR LOBBY (D/B)	The Weitz Company LLC
H-00425-MCO	RUNWAY 36L BLAST PAD REHABILITATION, ALSF-2 AND ILS SUPPORT	The Middlesex Corporation
H-00427-MCO	SOUTH TRAILER COMPLEX FENCING AND WHEEL STOPS	Prime Construction Group, Inc.
H-00431-MCO	PARKING LOT ATLANTIS VERTISTOP D/B	The Middlesex Corporation
V-00982-MCO	MCO CAMPUS KEY & LOCK REPLACEMENT	H.A. Contracting Corporation
V-01031-ORL	ORL AIRFIELD BEACON REPLACEMENT	Gomez Construction Company
V-01032-MCO	NORTH TERMINAL PREMIER PARKING RECONFIGURATION	Clancy & Theys Construction Co.
V-01040-MCO	AIRSIDE 4 TSA RECHECK LANES	The Collage Companies
V-01058-MCO	TERMINALS A&B RENTAL CAR QTA CANOPY LEAK REPAIRS-CONTINUATION	H.A. Contracting Corporation
V-01083-MCO	NORTH TERMINAL COMPLEX BUILDINGS ROOF REPLACEMENT - AREA 1 (D/B)	Gomez Construction Company
V-01084-MCO	CAMERA SYSTEM AT GARAGE C AND SOUTH PARK PLACE ENTRY & EXIT LANES	Quality Cable Contractors, Inc.
V-01103-MCO	TERMINAL A, NON-CURBSIDE CANOPIES REFURBISHMENT (D/B)	Clancy & Theys Construction Co.
V-01124-MCO	BRIGHTLINE TRAIN STATION PLATFORM EXPANSION JOINT COVER MOCK-UP	Gomez Construction Company

ORLANDO INTERNATIONAL AIRPORT (MCO) - ONGOING CONSTRUCTION PROJECTS

October 2, 2026

GRAPHIC SCALE IN FEET
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Campus Wide Projects:
V-00982

AERIAL DATE: MAY 2026

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PROJECTS IN CONSTRUCTION

BP-00050-ORL ORL RUNWAY 7-25 REHABILITATION AND RELATED WORK

CONTRACTOR:	Hubbard Construction Company	**GOAA CONTACTS:**	
A/E:	Avcon, Inc.	Sponsor:	Orlando Executive Airport
OAR:	Loyal Wingman, LLC	**Construction:**	**Jeff Reine**
FUNDING:	FDOT,Aviation Authority Funds,ORL Revenue Fund,	**PROJECT BUDGET:**	$48,279,753.00

SCOPE:

Rehabilitation of Runway 7-25 at the Orlando Executive Airport as identified in the 2022 FDOT Statewide Airfield Pavement Management Program report. Scope of work for the Construction will include mill and overlay for the runway, the runway blast pads, and the connecting taxiways located within the runway safety area, including any pavement geometric modifications and safety area improvements for meeting the FAA Standards. It will also include rehabilitating the existing runway lighting system, markings, and signage.

STATUS:

The project is waiting for the Airport Lighting Control Management System (ALCMS) materials to arrive. The replacement of the equipment in the Air Traffic Control tower was added as a change order, and the specialty equipment has a long lead. Installation of the conduit within the airfield for the pathway from the tower to the vault is in October with installation expected to take less than a week once coordinated. The remainder of the work, including the installation of the equipment in the tower, pulling of wire, and terminations is expected in early 1st quarter 2027. We are also awaiting an FAA flight check for the commissioning of the RWY 07 Precision Approach Position Indicators (PAPI). The paperwork has been filed properly and in time, but we are waiting for FAA to schedule the flight. This will not affect the operation of the airport. The only delay will be that the new 4-light PAPI cannot be put into service until the flight check. To accommodate this, the existing PAPI will remain operational until the acceptance of the new system. The Contractor submitted the necessary paperwork for the flight check to FAA on June 3, 2026, and corresponding information was sent in July of 2026.

NOTICE TO PROCEED: 01/21/26

CONSTRUCTION COST:				**TIME(DAYS)**	**COMPLETION**
Original Contract		$12,542,007.00		270	10/17/26
Thru Change Order #	4	$567,090.70	4.5%	93	
Current Contract		**$13,109,097.70**		363	01/18/27
Paid To Date Thru PA #	5	$9,981,449.26	76.1%	Time: 75.2%	

ANTICIPATED COMPLETION: On Schedule

PROJECTS IN CONSTRUCTION

BP-00477-MCO AIRSIDES 2 AND 4 APM IMPROVEMENTS (DBOM)

CONTRACTOR: Mitsubishi Heavy Industries America, Inc.
GOAA CONTACTS:
A/E: NONE
Sponsor: Operations
OAR: AECOM Technical Services, Inc.
Construction: **Scott Shedek P.E.**
FUNDING: O&M (Operations & Maintenance Fund),Cap. Ex. (Capital Expenditure Fund),PFCs (Passenger Facility Charges)
PROJECT BUDGET: $188,470,913.00

SCOPE:

Design, fabricate and install the operating system (OS) of two automated people mover (APM) systems (i.e., replacement of the two existing OS at airsides 2 and 4) at the Orlando International Airport.

STATUS:

Lane 4800 train entered passenger service on October 1, 2026. Lane 4700 is anticipated to be removed from service on October 27, 2026.

NOTICE TO PROCEED: 01/24/24

CONSTRUCTION COST:				**TIME(DAYS)**	**COMPLETION**
Original Contract		$177,808,570.00		1362	10/16/27
Thru Change Order #	24	$9,805,989.08	5.5%	28	
Current Contract		**$187,614,559.08**		1390	11/13/27
Paid To Date Thru PA #	30	$105,624,837.92	56.3%	Time: 72.0%	

ANTICIPATED COMPLETION: On Schedule

PROJECTS IN CONSTRUCTION

BP-00500-MCO AIRSIDES 1 AND 3 INTERIOR REFURBISHMENT (DESIGN/BUILD)

CONTRACTOR:	HCBeck, Ltd. dba The Beck Group	**GOAA CONTACTS:**	
A/E:	TBD	Sponsor:	Facilities
OAR:	AECOM Technical Services, Inc.	**Construction:**	**Jeff Reine**
FUNDING:	,GARBS (General Airport Revenue Bonds)	**PROJECT BUDGET:**	$20,000,000.00

SCOPE:

Design and construction of the Airsides 1 and 3 Ramp Level interior refurbishment and all associated systems and regulatory requirements at the Orlando International Airport.

STATUS:

The contractor continues to hold stakeholder user group meetings and site investigations. The contractor has completed and submitted 30% design documents.

NOTICE TO PROCEED: 03/30/26

CONSTRUCTION COST:				**TIME(DAYS)**	**COMPLETION**
Original Contract		$0.00		1	03/30/26
Thru Change Order #	0	$0.00	0.0%	0	
Current Contract		**$0.00**		1	03/30/26
Paid To Date Thru PA #	5	$1,094,169.95	0.0%	Time: 20500.0%	

ANTICIPATED COMPLETION:

PROJECTS IN CONSTRUCTION

BP-00505-MCO ROADWAY SIGNAGE UPGRADES - HEINTZELMAN BOULEVARD

CONTRACTOR:	Prime Construction Group, Inc.	**GOAA CONTACTS:**	
A/E:	Avcon, Inc.	Sponsor:	Multi-Modal Planning & Environmental
OAR:	PSA Constructors Inc. dba PSA Management Inc.	**Construction:**	**Jeff Reine**
FUNDING:	FDOT,GARBS (General Airport Revenue Bonds) FDOT 448639-1; Contract G2071	**PROJECT BUDGET:**	$4,124,945.00

SCOPE:

Provide new full-span tricord signage structure, digital message board, and associated electrical and communication infrastructures well as wayfinding signage at the Orlando International Airport.

STATUS:

Additional scope to the project has been added by the Owner and now includes installing infrastructure for future use. The Contract Time for Substantial Completion has been increased by 102 calendar days. Substantial completion is anticipated on December 11, 2026, as per Change Order #4, pending November Board approval.

NOTICE TO PROCEED: 08/15/25

CONSTRUCTION COST:				**TIME(DAYS)**	**COMPLETION**
Original Contract		$2,630,185.00		382	08/31/26
Thru Change Order #	4	$740,085.49	28.1%	102	
Current Contract		**$3,370,270.49**		484	12/11/26
Paid To Date Thru PA #	9	$3,121,108.26	92.6%	Time: 89.3%	

ANTICIPATED COMPLETION: On Schedule

PROJECTS IN CONSTRUCTION

BP-00506-MCO PARKING GUIDANCE SYSTEM (D/B)

CONTRACTOR:	Transportation Systems, Inc.	**GOAA CONTACTS:**	
A/E:	NONE	Sponsor:	Operations
OAR:	PSA Constructors Inc. dba PSA Management Inc.	**Construction:**	**Jeff Reine**
FUNDING:	GARBS (General Airport Revenue Bonds)	**PROJECT BUDGET:**	$13,995,000.00

SCOPE:

Provide labor, materials, hardware and software required to design, furnish, install, and maintain an automated parking guidance system (PGS) for parking garages A, B and C at the Orlando International Airport.

STATUS:

Terminal C PGS went live on September 25, 2026 for a soft opening for testing.

NOTICE TO PROCEED: 01/20/25

CONSTRUCTION COST:				**TIME(DAYS)**	**COMPLETION**
Original Contract		$11,581,067.00		650	10/31/26
Thru Change Order #	9	$838,547.73	7.2%	59	
Current Contract		**$12,419,614.73**		709	12/29/26
Paid To Date Thru PA #	18	$10,508,359.04	84.6%	Time: 90.1%	

ANTICIPATED COMPLETION: On Schedule

PROJECTS IN CONSTRUCTION

BP-00507-MCO AIRSIDE RESTROOM REFURBISHMENT (D/B)

CONTRACTOR: Balfour Beatty Construction LLC

A/E: NONE

OAR: AECOM Technical Services, Inc.

FUNDING: Cap. Ex. (Capital Expenditure Fund),GARBS (General Airport Revenue Bonds),
FAA ATP Grants
MCO-SOG-3-12-0057-141-2025

GOAA CONTACTS:

Sponsor: Operations

Construction: Jeff Reine

PROJECT BUDGET: $71,970,778.00

SCOPE:

This Project is to update and refurbish all public restrooms at Airsides 1, 2, 3 and 4 at MCO. The scope of services includes all design and construction for fully functioning restroom facilities consistent with the Design Criteria Package, including, but are not limited to, preparation of design documents, development of design alternatives, architectural design, structural, mechanical and electrical engineering design, finishes design, selection of materials, analysis of life cycle costs, permitting, evaluation and documentation of existing conditions, verification of as-built conditions, cost estimating and scheduling, demolition, material procurement, construction, quality control, testing, commissioning, turnover to operations and all other services necessary for fully functioning facilities, including coordination with the Aviation Authority, its Consultants, the City of Orlando, and all agencies having jurisdiction over the Project.

STATUS:

Restroom design and logistics planning are in progress. The 100% design documents are in progress, and subcontractor trade procurement is in progress. The project is on schedule.

NOTICE TO PROCEED: 05/28/25

CONSTRUCTION COST:				**TIME(DAYS)**	**COMPLETION**
Original Contract		$71,970,777.00		1344	01/30/29
Thru Change Order #	3	$0.00	0.0%	0	
Current Contract		**$71,970,777.00**		1344	01/30/29
Paid To Date Thru PA #	14	$4,261,791.84	5.9%	Time: 38.0%	

ANTICIPATED COMPLETION: On Schedule

PROJECTS IN CONSTRUCTION

BP-S00132-MCO S TERM C, PH 1 - BAGGAGE HANDLING SYSTEM (DBOM)

CONTRACTOR:	Vanderlande Industries, Inc.	**GOAA CONTACTS:**	
A/E:	NONE	Sponsor:	Operations
OAR:	Jacobs Project Management Co.	**Construction:**	**Scott Shedek P.E.**
FUNDING:	GARBS (General Airport Revenue Bonds),PFCs (Passenger Facility Charges)	**PROJECT BUDGET:**	$160,633,268.14

SCOPE:

Design/Build/Operate/Maintain (DBOM) Services for the Baggage Handling System – South Terminal C Phase 1 Program.

STATUS:

Change order 19 related scope of work, including P1X and P1 crossover inside CBIS, is complete. Completion is tied to Self-Bag Drop, which has not yet started.

NOTICE TO PROCEED: 06/14/18

CONSTRUCTION COST:				**TIME(DAYS)**	**COMPLETION**
Original Contract		$94,900,000.00		902	12/01/20
Thru Change Order #	23	$64,783,219.16	68.3%	1877	
Current Contract		**$159,683,219.16**		2779	01/21/26
Paid To Date Thru PA #	66	$157,459,716.55	98.6%	Time: 109.8%	

ANTICIPATED COMPLETION: On Schedule

PROJECTS IN CONSTRUCTION

BP-S00195-MCO TERM C, PH 1X - AIRSIDE CONCOURSE

CONTRACTOR:	Hensel Phelps Construction Co. dba Hensel Phelps Construction	**GOAA CONTACTS:**	
A/E:	HNTB Corporation	Sponsor:	Operations
OAR:	Jacobs Project Management Co.	**Construction:**	**Torie Brooks**
FUNDING:	GARBS (General Airport Revenue Bonds),PFCs (Passenger Facility Charges),FAA AIP	**PROJECT BUDGET:**	$305,717,558.00

SCOPE:

Concrete, masonry, waterproofing, fireproofing, doors, frames and hardware, tile, resilient tile and carpet, fire suppression, plumbing and heating, ventilation, air conditioning (HVAC), electrical and low voltage work, elevators and an escalator for four aircraft gates as part of the expansion of terminal C at the Orlando International Airport.

STATUS:

Bulletin 17.3 for Tenant Space Buildout is being priced by the contractor. The change order is expected to go to the November board for Time Extension approval. Storm Vault POUA inspection was held on September 03, 2026. The contractor working on closing out Storm Vault-related POUA items. Bulleting 17.3 construction activity will drive the completion date to May 06, 2026.

NOTICE TO PROCEED: 12/06/22

CONSTRUCTION COST:				**TIME(DAYS)**	**COMPLETION**
Original Contract		$277,006,000.00		1095	12/04/25
Thru Change Order #	102	$28,711,557.00	10.4%	246	
Current Contract		**$305,717,557.00**		1341	08/07/26
Paid To Date Thru PA #	47	$295,295,295.79	96.6%	Time: 105.5%	

ANTICIPATED COMPLETION: 05/06/2027

PROJECTS IN CONSTRUCTION

BP-S00196-MCO TERM C, PH 1X - AIRFIELD CIVIL, APRON AND TAXIWAY PAVING, AND GROUND SUPPORT EQUIPMENT FACILITY

CONTRACTOR:	Prince Contracting, LLC	**GOAA CONTACTS:**	
A/E:	HNTB Corporation	Sponsor:	Operations
OAR:	Jacobs Project Management Co.	**Construction:**	**Torie Brooks**
FUNDING:	GARBS (General Airport Revenue Bonds),PFCs (Passenger Facility Charges),FAA,FDOT	**PROJECT BUDGET:**	$135,975,060.03

SCOPE:

Underground utilities on the ramp and airfield, including drainage, sanitary mains, water, and power work for the expansion of terminal C at the Orlando International Airport. Construction of all grading, base and pavement for ramp areas, remain overnight (RON) areas, taxiway extensions (taxiway E1); construction of all pavement markings, taxiway signage, and airfield lighting required for the project while maintaining the function of the current airfield as coordinated with airfield operations; providing all maintenance of traffic to phase the work and maintain access needed for airfield operations; and maintaining the integrity of the secure fence at all times.

STATUS:

South RON & Taxiways operational, remaining punch items within base bid scope are being addressed. Added scope of guardrails at South RON Island #1 will begin next month. Modifying fiber optic handhold from traffic rated to aircraft rated at Taxiway Bravo 13. Phase 5C (North RON Add Alt 1) Closed Taxiway Echo 1 between Bravo 9 & Bravo 11 for 250 days. Trench drain footers & walls are complete. Cast in place structure lid work ongoing. Subgrade preparations on going for base placement. Grounds Support Equipment (GSE) Facility (Add Alt 2) work is ongoing within the site & building. HVAC system is nearing completion. Two grinders set, completing electrical and plumbing connections. Electrical work is wrapping up on the gasoline and diesel above ground fuel tanks. Expect completion of building & site in November/December 2026. GSE Parking Lots B & C construction is ongoing. Storm sewer drainage is complete in lot C. Underground electrical duct installation continues in lot B & C. Subgrade prep has begun in lot B.

NOTICE TO PROCEED: 03/06/24

CONSTRUCTION COST:				**TIME(DAYS)**	**COMPLETION**
Original Contract		$121,829,000.00		1228	07/16/27
Thru Change Order #	24	$14,146,059.03	11.6%	0	
Current Contract		**$135,975,059.03**		1228	07/16/27
Paid To Date Thru PA #	29	$109,282,328.87	80.4%	Time: 78.1%	

ANTICIPATED COMPLETION: On Schedule

PROJECTS IN CONSTRUCTION

BP-S00198-MCO TERMINAL C MULTI-MODAL CONNECTOR PEDESTRIAN BRIDGE & RENTAL CAR LOBBY (D/B)

CONTRACTOR:	The Weitz Company LLC	**GOAA CONTACTS:**	
A/E:	NONE	Sponsor:	Operations
OAR:	Geotech Consultants International, Inc., dba GCI, Inc.	**Construction:**	**Torie Brooks**
FUNDING:	CFCs (Customer Facility Charges),FDOT,GARBS (General Airport Revenue Bonds)	**PROJECT BUDGET:**	$116,043,387.00

SCOPE:

Demolition, masonry, waterproofing and caulking, roofing, fireproofing, fire stopping, skylights, interior glass and glazing, curtain wall, doors, frames and hardware, drywall, framing, finishes, fire protection, mechanical, and plumbing work to expand the Ground Transportation Facility Boulevard with conditioned air connection between the Landside Terminal C and the Train Station Complex at the Orlando International Airport. This scope also includes moving walkways and a rental car lobby.

STATUS:

The pedestrian bridge punch list is on-going. GOAA RAC Lobby computer network (PON) is on-line. Fire Alarm, Access Control and CCTV is in progress as testing continues. The Distributed Antennae Systems (DAS) and Wireless Access Points (WAPs) are active. Terrazzo installed at Level 4, final polish remains. Expansion joint work at Ped Bridge to RAC Lobby is complete. Demising wall removed, and low barrier partitions installed to section off the construction. Dust free environment achieved and to be maintained. Installation of RAC Backwall monitors, RAC Counters and cabinets, and carpet are in place. All AHUs have been turned on and conditioning the Level 3 and level 4 spaces. Wayfinding signage is in place. The level 1 trash compactor room, Emergency Vehicle Access (EVA) Road, and site stabilization is in progress. A sanitary sewer lift station is required due to site conditions and requires design, permitting, and installation with inspections. Installation of the sanitary sewer lift station and force main is in progress. Garage C Fire Protection is still underway with final inspections to be conducted by the City of Orlando. The project's contract substantial completion date is June 15, 2025; however, the contractor's current schedule shows an anticipated substantial completion date of December 4, 2026. Currently, there is no anticipated change order to adjust the contract time, and the contractor has been given notice of potential liquidated damages for the project. The recommendations of the dispute resolution board (DRB) are being reviewed by GOAA.

NOTICE TO PROCEED: 07/27/23

CONSTRUCTION COST:				**TIME(DAYS)**	**COMPLETION**
Original Contract		$113,293,387.00		686	06/11/25
Thru Change Order #	21	$1,143,790.79	1.0%	4	
Current Contract		**$114,437,177.79**		690	06/15/25
Paid To Date Thru PA #	35	$105,526,927.38	92.2%	Time: 171.3%	**ANTICIPATED COMPLETION: 12/04/2026**

PROJECTS IN CONSTRUCTION

H-00425-MCO RUNWAY 36L BLAST PAD REHABILITATION, ALSF-2 AND ILS SUPPORT

CONTRACTOR:	The Middlesex Corporation	**GOAA CONTACTS:**	
A/E:	Avcon, Inc.	Sponsor:	Operations
OAR:	Loyal Wingman, LLC	**Construction:**	**Jeff Reine**
FUNDING:	Cap. Ex. (Capital Expenditure Fund),GARBS (General Airport Revenue Bonds)	**PROJECT BUDGET:**	$5,097,325.00

SCOPE:

The scope of this project is to support airfield improvements at Orlando International Airport through the rehabilitation of the Runway 36L blast pad area and the preparation of the site for new FAA navigational systems. Work includes rehabilitating the 36L blast pad and its immediate surroundings by reducing the blast pad footprint to meet FAA dimensional criteria, removing and replacing a portion of the asphalt section, grading and grassing the required areas, applying pavement markings, and performing all other associated tasks required in coordination with the FAA. This scope of work is captured in Schedule A. The Schedule B portion of the project includes installing Touchdown Zone lights, new airfield signage, and new pavement markings, as well as clearing, removing, or relocating obstructions and completing all other work necessary to prepare the area for the FAA's installation of the new CAT III Instrument Landing System (ILS) and Approach Lighting System with Sequenced Flashers (ALSF).

STATUS:

Runway 36L/18R was closed on August 31, 2026, and will remain closed for a duration of 60 days (until October 30, 2026). The B10 taxiway was closed on Monday, September 14th and is anticipated to remain closed until October 9, 2026. The contractor will have until October 30, 2026, to complete the work and open the runway. Airfield Operations, the FAA Air Traffic Control Tower, and the FAA construction team building the Runway 36L ALSF-2 have all agreed to these dates. Demolition of the existing blast pad is ongoing, with all asphalt milling completed and concrete demolition 60% complete as of 9/22/2026. Installation of subgrade, and base material has commenced in preparation of the new asphalt surface. Asphalt paving is anticipated to commence the week of October 5th.

NOTICE TO PROCEED: 07/14/26

CONSTRUCTION COST:				**TIME(DAYS)**	**COMPLETION**
Original Contract		$2,967,236.17		190	01/19/27
Thru Change Order #	0	$0.00	0.0%	0	
Current Contract		**$2,967,236.17**		190	01/19/27
Paid To Date Thru PA #	0	$0.00	0.0%	Time: 52.1%	

ANTICIPATED COMPLETION: On Schedule

PROJECTS IN CONSTRUCTION

H-00427-MCO SOUTH TRAILER COMPLEX FENCING AND WHEEL STOPS

CONTRACTOR:	Prime Construction Group, Inc.	**GOAA CONTACTS:**	
A/E:	NONE	Sponsor:	Engineering & Construction
OAR:	Cost Management, Inc., dba CMI	**Construction:**	**Tonja Bridges-Powell**
FUNDING:	Cap. Ex. (Capital Expenditure Fund)	**PROJECT BUDGET:**	$243,750.00

SCOPE:

Demolition of the existing 6-foot-high chain-link fencing and installation of a new 8-foot-high chain-link fence with barbed wire, including two swing gates and two roll gates. Work also includes the installation of new wheel stops at the South Trailer Complex.

STATUS:

Installation of the new wheel stops, perimeter fencing, and gates has been completed. We are currently working on adding new infrastructure for gate operators, which will be added to the base scope of work.

NOTICE TO PROCEED: 07/27/26

CONSTRUCTION COST:				**TIME(DAYS)**	**COMPLETION**
Original Contract		$194,611.60		90	10/24/26
Thru Change Order #	0	$0.00	0.0%	0	
Current Contract		**$194,611.60**		90	10/24/26
Paid To Date Thru PA #	0	$0.00	0.0%	Time: 95.6%	

ANTICIPATED COMPLETION: On Schedule

PROJECTS IN CONSTRUCTION

H-00431-MCO PARKING LOT ATLANTIS VERTISTOP D/B

CONTRACTOR:	The Middlesex Corporation	**GOAA CONTACTS:**	
A/E:	TBD	Sponsor:	Engineering & Construction
OAR:	Geotech Consultants International, Inc., dba GCI, Inc.	**Construction:**	**Scott Shedek P.E.**
FUNDING:	O&M (Operations & Maintenance Fund)	**PROJECT BUDGET:**	$2,500,000.00

SCOPE:

Construct a vertistop at parking lot Atlantis to support advanced air mobility (AAM), including constructing landing pad, lighting, wind cone, fencing, drainage improvements, and obstruction removal.

STATUS:

The Vertistop project design has progressed through the 35% and 95% design reviews and is complete. Demolition work is complete, including removal of light poles, demolition of asphalt and concrete, and tree clearing. Construction for the limerock base, TLOF/FATO concrete, and drainage modifications is complete. Asphalt paving, pavement markings, landscaping, and fence installation are in progress.

NOTICE TO PROCEED: 08/04/26

CONSTRUCTION COST:				**TIME(DAYS)**	**COMPLETION**
Original Contract		$1,611,613.16		88	10/30/26
Thru Change Order #	0	$0.00	0.0%	0	
Current Contract		**$1,611,613.16**		88	10/30/26
Paid To Date Thru PA #	0	$0.00	0.0%	Time: 88.6%	

ANTICIPATED COMPLETION: On Schedule

PROJECTS IN CONSTRUCTION

V-00982-MCO MCO CAMPUS KEY & LOCK REPLACEMENT

CONTRACTOR:	H.A. Contracting Corporation	**GOAA CONTACTS:**	
A/E:	NONE	Sponsor:	Security
OAR:	PSA Constructors Inc. dba PSA Management Inc.	**Construction:**	**Scott Shedek P.E.**
FUNDING:	FDOT,GARBS (General Airport Revenue Bonds),LOC (Line of Credit)	**PROJECT BUDGET:**	$2,950,000.00

SCOPE:

Manage the installation, switch out the cores, and manage the key management system of owner-furnished equipment, lock cores, ancillary equipment, accessories, and other requirements to replace the lock and key system for the entire MCO Campus at the Orlando International Airport.

STATUS:

All Medeco replacement cores have been received. The contract is pending a change order from the contractor for a no-cost time extension. Anticipated substantial completion is April 2027.

NOTICE TO PROCEED: 01/29/24

CONSTRUCTION COST:				**TIME(DAYS)**	**COMPLETION**
Original Contract		$419,900.00		150	06/26/24
Thru Change Order #	3	$205,326.67	48.9%	956	
Current Contract		**$625,226.67**		1106	02/07/27
Paid To Date Thru PA #	6	$265,780.38	42.5%	Time: 90.1%	

ANTICIPATED COMPLETION: On Hold

PROJECTS IN CONSTRUCTION

V-01031-ORL ORL AIRFIELD BEACON REPLACEMENT

CONTRACTOR:	Gomez Construction Company	**GOAA CONTACTS:**	
A/E:	Avcon, Inc.	Sponsor:	Orlando Executive Airport
OAR:	Loyal Wingman, LLC	**Construction:**	**Jeff Reine**
FUNDING:	FDOT,ORL Revenue Fund	**PROJECT BUDGET:**	$531,000.00

SCOPE:

This project provides the DESIGN and CONSTRUCTION for the Replacement of the Airport Rotating Beacon and Pole at the Orlando Executive Airport as identified in the W-447 Assessment Report dated July, 2018. Scope of work for the Construction will include construction of a new foundation, tilt-down mounting pole and new rotating beacon assembly and related work meeting the FAA Standards. It will also include minor reconfiguration of the airfield lighting vault to accommodate the new installation. The location will be adjacent to the existing beacon on Herdon Avenue loop.

STATUS:

Project coordination is progressing. The Contractor has requested utility locates and performed soft digs to verify conditions at the proposed drilled shaft location. Construction of the drilled shaft is scheduled for early October. All project submittals have been submitted and approved. Following installation of the drilled shaft, the Contractor will begin installing the supporting infrastructure while the tilt tower is fabricated. Halifax, the tilt tower manufacturer, is currently targeting delivery in mid-November.

NOTICE TO PROCEED: 07/16/26

CONSTRUCTION COST:				**TIME(DAYS)**	**COMPLETION**
Original Contract		$389,832.05		180	01/11/27
Thru Change Order #	0	$0.00	0.0%	0	
Current Contract		**$389,832.05**		180	01/11/27
Paid To Date Thru PA #	0	$0.00	0.0%	Time: 53.9%	

ANTICIPATED COMPLETION: On Schedule

PROJECTS IN CONSTRUCTION

V-01032-MCO NORTH TERMINAL PREMIER PARKING RECONFIGURATION

CONTRACTOR:	Clancy & Theys Construction Co.	**GOAA CONTACTS:**	
A/E:	Avcon, Inc.	Sponsor:	Operations
OAR:	PSA Constructors Inc. dba PSA Management Inc.	**Construction:**	**Jeff Reine**
FUNDING:	GARBS (General Airport Revenue Bonds)	**PROJECT BUDGET:**	$2,293,312.00

SCOPE:

Design a revenue control and access control system to convert the Terminal Top parking to a premier parking configuration at the Orlando International Airport. Provide for designated parking for the Hyatt Hotel on the Terminal Top, Level 4.

STATUS:

Construction is 100% complete. The City of Orlando required additional upgrades before closing the permit. Additional scope to the project has been added to satisfy the permit requirements. Completion is anticipated on November 5, 2026, as per Change Order No. 9.

NOTICE TO PROCEED: 09/10/25

CONSTRUCTION COST:				**TIME(DAYS)**	**COMPLETION**
Original Contract		$984,532.00		180	03/08/26
Thru Change Order #	9	$612,340.03	62.2%	242	
Current Contract		**$1,596,872.03**		422	11/05/26
Paid To Date Thru PA #	3	$1,197,394.50	75.0%	Time: 96.2%	

ANTICIPATED COMPLETION: 11/05/2026

PROJECTS IN CONSTRUCTION

V-01040-MCO AIRSIDE 4 TSA RECHECK LANES

CONTRACTOR:	Collage Design and Construction Group, Inc. dba The Collage Companies	**GOAA CONTACTS:**	
A/E:	MLM-Martin Architects, Inc.	Sponsor:	Operations
OAR:	AECOM Technical Services, Inc.	**Construction:**	**Daniel J. Stuart**
FUNDING:	GARBS (General Airport Revenue Bonds)	**PROJECT BUDGET:**	$4,510,000.00

SCOPE:

Provide design and construction phase services to reconfigure a temporary two lane layout to a permanent two lane configuration and install infrastructure for a future third lane configuration. Work includes demo, electrical, mechanical, signage, and low voltage to expand passenger queueing at the existing TSA recheck security checkpoint on the transfer level of Airside 4 at Orlando International Airport.

STATUS:

The contractor has completed selective demolition and is in progress with security gate fabrication and mechanical, electrical, and low-voltage rough-in work. Material procurement is ongoing.

NOTICE TO PROCEED: 04/27/26

CONSTRUCTION COST:				**TIME(DAYS)**	**COMPLETION**
Original Contract		$3,057,000.00		180	10/23/26
Thru Change Order #	5	$102,669.00	3.4%	80	
Current Contract		**$3,159,669.00**		260	01/11/27
Paid To Date Thru PA #	3	$636,463.79	20.1%	Time: 68.1%	

ANTICIPATED COMPLETION: On Schedule

PROJECTS IN CONSTRUCTION

V-01058-MCO TERMINALS A&B RENTAL CAR QTA CANOPY LEAK REPAIRS-CONTINUATION

CONTRACTOR:	H.A. Contracting Corporation	**GOAA CONTACTS:**	
A/E:	NONE	Sponsor:	Facilities
OAR:	Cost Management, Inc., dba CMI	**Construction:**	**Lionel Brown**
FUNDING:	O&M (Operations & Maintenance Fund)	**PROJECT BUDGET:**	$372,520.00

SCOPE:

The project consists of providing all labor, equipment and materials for the following for A and B Side Canopies: Vacuum debris from all Perimeter and Center gutters, Ensure downspouts are clear of blockage/debris and drain freely into storm system, Complete the installation of gutter overflow holes, with diverter flashing at the ends of the gutter assembly along all canopies and the corners of high canopies which are not protected by lower canopies., Repair all rust holes in the gutter by installing a cover plate fully bed in sealant. Install a reinforced liquid-applied membrane system over cover plate and onto adjacent gutter substrates., Install a reinforced liquid applied membrane system at all gutter lap joints. If all joints cant be addressed, install a membrane system at lap joints that have obvious staining from leakage observed from the underside. Seal all gutter downspout connections with new sealant materials and a reinforced liquid-applied membrane system. A Side-West Canopy Roof Panels., Repair rust holes in roof panels by installing a cover plate fully bed in sealant. Install a reinforced liquid-applied membrane system over the cover plate and onto adjacent gutter substrates. Seal penetrations at select lights that are leaking with new sealant materials and a reinforced applied membrane system or a preformed rubber boot. Notes: Moisture Consultant CMC recommends the reinforced liquid applied membrane system include Sikalastic RoofPro, Soprema Alsan RS, or similar membrane system

STATUS:

Terminal B-Side QTA -Enterprise, Hertz, and AVIS gutter sealant repairs have been completed. Terminal A-Side QTA gutter sealant repairs have been completed at Enterprise and Hertz. The repairs for AVIS are 80% completed. The Contractor is also working on the remaining roof panel repairs that have deteriorated more since the project started. Inclement weather has impeded the work progress and therefore delayed the project, However the Contractor have been able to provide solutions which has helped increase production in the field.

NOTICE TO PROCEED: 05/13/26

CONSTRUCTION COST:				**TIME(DAYS)**	**COMPLETION**
Original Contract		$297,000.00		90	08/10/26
Thru Change Order #	0	$0.00	0.0%	0	
Current Contract		**$297,000.00**		90	08/10/26
Paid To Date Thru PA #	1	$11,488.59	3.9%	Time: 178.9%	

ANTICIPATED COMPLETION: 11/23/2026

PROJECTS IN CONSTRUCTION

V-01083-MCO NORTH TERMINAL COMPLEX BUILDINGS ROOF REPLACEMENT - AREA 1 (D/B)

CONTRACTOR:	Gomez Construction Company	**GOAA CONTACTS:**	
A/E:	Michael Baker International, Inc.	Sponsor:	Facilities
OAR:	The Roderick Group, LLC dba Ardmore Roderick	**Construction:**	**Lionel Brown**
FUNDING:	GARBS (General Airport Revenue Bonds)	**PROJECT BUDGET:**	$8,500,000.00

SCOPE:

Remove and replace the existing roof on Area 1 (Main Area, Landside East) of the Main Terminal at the Orlando International Airport. Roofing system to be approved by FM Global.

STATUS:

Phase 1 80% waiting on additional roofing materials for Balconies. Processing Area K change order #1 for approval. Phase 2 - Construction is ongoing in Areas X and D. Bulletin #01 under negotiation.

NOTICE TO PROCEED: 01/14/26

CONSTRUCTION COST:				**TIME(DAYS)**	**COMPLETION**
Original Contract		$6,277,808.49		365	01/13/27
Thru Change Order #	0	$0.00	0.0%	0	
Current Contract		**$6,277,808.49**		365	01/13/27
Paid To Date Thru PA #	4	$1,847,340.53	29.4%	Time: 76.7%	

ANTICIPATED COMPLETION: On Schedule

PROJECTS IN CONSTRUCTION

V-01084-MCO CAMERA SYSTEM AT GARAGE C AND SOUTH PARK PLACE ENTRY & EXIT LANES

CONTRACTOR:	Quality Cable Contractors, Inc.	**GOAA CONTACTS:**	
A/E:	C&S Engineers, Inc.	Sponsor:	Operations
OAR:	The Roderick Group, LLC dba Ardmore Roderick	**Construction:**	**Jeff Reine**
FUNDING:	Cap. Ex. (Capital Expenditure Fund)	**PROJECT BUDGET:**	$200,000.00

SCOPE:

The project scope consists of the engineering and installation of three (3) cameras to monitor the Garage C entrance lane as well as the South Park Place entrance/exit lanes at the Orlando International Airport. Installation includes power, fiber from comm rooms to the locations, cameras, mounting poles, and any other infrastructure required.

STATUS:

The project plans to secure additional funding at CFOC in October to fund the owner-furnished equipment, followed by CCM approval to execute a change order in October. The lead time of owner-furnished equipment is 2 to 5 months, projecting a construction start date of January or March 2027.

NOTICE TO PROCEED: 03/11/26

CONSTRUCTION COST:				**TIME(DAYS)**	**COMPLETION**
Original Contract		$132,389.00		60	05/09/26
Thru Change Order #	0	$0.00	0.0%	0	
Current Contract		**$132,389.00**		60	05/09/26
Paid To Date Thru PA #	0	$0.00	0.0%	Time: 373.3%	

ANTICIPATED COMPLETION: 5/15/2027

PROJECTS IN CONSTRUCTION

V-01103-MCO TERMINAL A, NON-CURBSIDE CANOPIES REFURBISHMENT (D/B)

CONTRACTOR:	Clancy & Theys Construction Co.	**GOAA CONTACTS:**	
A/E:	NONE	Sponsor:	Facilities
OAR:	The Roderick Group, LLC dba Ardmore Roderick	**Construction:**	**Jennifer Woods**
FUNDING:	Cap. Ex. (Capital Expenditure Fund)	**PROJECT BUDGET:**	$5,028,647.00

SCOPE:

Refurbish the structural elements and replace the canopy membranes of the Level 1 non-curbside canopies at Terminal A. This includes 6 canopies.

STATUS:

The project is in the 95 percent design phase. Demolition activities began on August 24, 2026, for 3 of the 6 canopies associated with the project.

NOTICE TO PROCEED: 06/12/26

CONSTRUCTION COST:				**TIME(DAYS)**	**COMPLETION**
Original Contract		$3,469,500.00		240	02/06/27
Thru Change Order #	0	$0.00	0.0%	0	
Current Contract		**$3,469,500.00**		240	02/06/27
Paid To Date Thru PA #	1	$94,200.00	2.7%	Time: 54.6%	

ANTICIPATED COMPLETION: On Schedule

PROJECTS IN CONSTRUCTION

V-01124-MCO BRIGHTLINE TRAIN STATION PLATFORM EXPANSION JOINT COVER MOCK-UP

CONTRACTOR:	Gomez Construction Company	**GOAA CONTACTS:**	
A/E:	RS&H, Inc.	Sponsor:	Engineering & Construction
OAR:	Cost Management, Inc., dba CMI	**Construction:**	**Lionel Brown**
FUNDING:	O&M (Operations & Maintenance Fund)	**PROJECT BUDGET:**	$35,154.00

SCOPE:

Labor and materials to install one (1) new expansion joint cover mockup at the Brightline Station Platform. The mockup will allow the Engineer to install and test the joint and confirm Brightline's approval of both the product and approach to ensure performance prior to proceeding with the remaining station platform joints.

STATUS:

The project is currently in the submittal and procurement phase. The Contractor anticipates mobilizing onsite mid-September to complete the installation, which will take 3 days.

NOTICE TO PROCEED: 08/04/26

CONSTRUCTION COST:				**TIME(DAYS)**	**COMPLETION**
Original Contract		$24,753.30		20	08/23/26
Thru Change Order #	0	$0.00	0.0%	0	
Current Contract		**$24,753.30**		20	08/23/26
Paid To Date Thru PA #	0	$0.00	0.0%	Time: 390.0%	

ANTICIPATED COMPLETION: 10/30/2026