AGREEMENT
FOR
PROFESSIONAL SERVICES

Base Agreement for Specialty Automated People Mover (APM) and Passenger Rail Systems Consulting Services Orlando International Airport

by and between

The Greater Orlando Aviation Authority
and
Lea & Elliott, Inc.

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EXHIBIT A **RELATED DOCUMENTS**

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

EXHIBIT C **INVOICE INSTRUCTIONS**

EXHIBIT D **NOT USED**

EXHIBIT E **PROJECT INSURANCE LIMITS**

EXHIBIT F **PRELIMINARY CONTENT INVENTORY BY CAPSULE**

AGREEMENT
FOR
PROFESSIONAL SERVICES

THIS AGREEMENT is effective this 4th day of January, 20 21, by and between the **Greater Orlando Aviation Authority,** ("Owner"), a public and governmental body existing under and by virtue of the laws of Florida, with a business address at **Orlando International Airport, One Jeff Fuqua Boulevard, Orlando, FL 32827-4399**, and **Lea & Elliott, Inc.,** ("Consultant"), a Delaware corporation licensed to do business in Florida, with a business address at **5200 Blue Lagoon Dr, Suite 250, Miami, FL 33126.**

WITNESSETH:

WHEREAS, the Owner desires to employ the Consultant to provide professional services for Specialty Automated People Mover (APM) and Passenger Rail Systems Consulting Services, as described herein, at the Orlando International Airport ("Airport"); and

WHEREAS, the Consultant is licensed, qualified, willing and able to perform the professional services required on the terms and conditions hereinafter set forth; and

WHEREAS, the Owner has given public notice of the professional services to be rendered pursuant to this Agreement, a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference; and

WHEREAS, the selection of the Consultant has been made in accordance with the provisions of 49 CFR Part 18, FAA Advisory Circular No. 150/5100-14, as amended, and the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes.

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

ARTICLE 1 - GENERAL PROVISIONS

1.1 Basic Definitions

Wherever used in this Agreement, the following terms have the meanings indicated, which are applicable to both the singular and plural thereof:

1.1.1 Additional Services

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

1.1.2 Agreement

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

1.1.3 Basic Services

The Basic Services to be performed by the Consultant for the Owner as described in **Exhibit A and B** of this Agreement.

1.1.4 Government Entities

The following abbreviations will be used throughout this Agreement:

.1 FAA – Federal Aviation Administration

.2 FDOT – Florida Department of Transportation

.3 TSA – Transportation Security Administration

.4 DOT – U.S. Department of Transportation

.5 City – City of Orlando

1.1.5 Consultant's Compensation

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

1.1.6 Services

Services means both Basic and Additional Services performed by the Consultant for the Owner under this Agreement.

ARTICLE 2 –SERVICES TO BE PROVIDED BY THE CONSULTANT

2.1 Basic Services

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

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

2.2 Additional Services

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

2.3 Personnel

The Consultant agrees to retain the necessary qualified personnel to perform all Basic and Additional Services for the Owner pursuant to this Agreement and any Addenda hereto. Consultant shall ensure that all such personnel, while performing Services hereunder, shall conduct themselves in a professional manner. The Consultant further agrees to remove promptly any personnel from performing Services as the Owner shall request in writing, which request may

be made by the Owner with or without cause, and to replace promptly such personnel with another of the Consultant's qualified personnel who shall be approved in writing by the Owner.

2.4 Subconsultants

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

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

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

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

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

2.4.6 All Services performed by Subconsultants under this Agreement shall be pursuant to an appropriate written agreement between the Consultant and each Subconsultant. The Consultant shall require each Subconsultant to be bound to the Consultant by all the terms of this Agreement, and to be responsible to the Consultant for all the obligations and responsibilities for which the Consultant, pursuant to this Agreement, is responsible to the Owner, except as provided in Paragraph 15.5.13. The Consultant shall make available to each proposed Subconsultant, prior to execution of the Subconsultant's agreement, a copy of this Agreement. When requested by the Owner, the Consultant shall submit copies of the written agreements between the Consultant and the Subconsultants.

2.5 Consultant's Standards of Performance

The Consultant shall use professional standards of care and performance to perform all Services in such quality and sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by the Owner and as required by the project. The Services must be provided in a manner that is consistent with the level of reasonable care, skill, judgment and ability provided by professionals providing a similar type of Services in the same geographic area.

2.6 Consultant's Liability

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

2.7 Consultant's Obligation to Correct Errors or Omissions

The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and other services furnished by the Consultant. If any design work or submittal prepared by the Consultant contains an error, omission. deficiency or mistake, Owner reserves the right to backcharge reasonable costs incurred in identifying, documenting, and remedying any such error, omission, deficiency or mistake.

Such backcharge amounts may be deducted from any payment(s) due the Consultant. If the payments due the Consultant are not sufficient to cover such amount(s), the Consultant shall be responsible for paying the difference to Owner. See EDC-09A for backcharge review process.

Upon written notice from Owner the Consultant shall, without additional compensation, correct or revise any errors, omissions, mistakes or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, work, and materials resulting from the negligent act, errors or omissions, or intentional misconduct of the Consultant or any Subconsultants.

2.8 Consultant's Obligation to Repair Damaged Property

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

2.9 Owner's Approval shall not Relieve Consultant of Responsibility

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

2.10 Non-Exclusive Rights

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

2.11 Consultant's Compliance with Laws and Regulations

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

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

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

2.12 Consultant is not Owner's Agent

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

2.13 Reduced Scope of Services

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

2.14 Suspension

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

2.15 Consultant's Representative

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

ARTICLE 3 - OWNER'S RESPONSIBILITIES

3.1 Furnishing Information and Instructions; Examination of Documents

3.1.1 Upon request by the Consultant, the Owner will make available for the Consultant's investigation and use the Owner's library of record documents for the Owner's existing facilities, and other information pertinent to the Services which may be available, including any survey and geotechnical information. However, it will be the Consultant's responsibility to research these existing documents to determine which, if any, are applicable to the Services. It will also be the Consultant's responsibility to verify all applicable information shown on the Owner's record documents or any other information provided by the Owner prior to relying upon such information for execution of the Services.

3.2 Review of Consultant's Submittals

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

3.3 Reasonable Access

The Owner will allow the Consultant reasonable access to facilities controlled by the Owner to enable the Consultant to perform the Services. The Consultant agrees that such rights of access shall not be exercised in a manner or to such extent as to impede or interfere with the operation of the Owner's facilities, or with the operations of the Owner's lessees, licensees, or permittees of the Owner or the applicable owners of such facilities. The Consultant further agrees to abide by all applicable regulations regarding access to the Owner's facilities, including access to Airfield Operating Areas (AOA). The Consultant will obtain all necessary badges and clearances required for such access by the Consultant's personnel at no additional cost to the Owner.

3.4 Owner's Representative

The Owner's Representative, as identified in **Exhibit A**, acts as the Owner's Representative with respect to Services to be provided by the Consultant under this Agreement.

ARTICLE 4 – TIME

4.1 The Consultant's Services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Services through completion.

4.2 The date for commencement of the Services by the Consultant is the effective date of the Notice to Proceed.

4.3 A schedule for the Services shall be included in each Addendum by executing an Addendum, the Consultant acknowledges that the schedule set forth in such Addendum is both realistic and achievable, and that the Services will be completed within the time frame set forth in the schedule.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT FOR SERVICES AND REIMBURSABLE EXPENSES

5.1 Compensation for Services

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

5.2 Reimbursable Expenses

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

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

5.3 Invoices

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

5.3.2 Monthly invoices shall also contain the following information:

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

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

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

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

.5 Consultant Disbursement Form included in Exhibit C.

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

statement by the Consultant in a monthly invoice shall be grounds for the immediate termination by the Owner of this Agreement.

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

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

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

5.4 Adjustment to Fees

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

5.5 Annual Rate Adjustment

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

ARTICLE 6 - RECORDS

6.1 Maintenance of Records

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

6.2 Records Availability

The Consultant shall maintain an acceptable cost accounting system. All of the Consultant's books, documents, papers and records directly relating to Services shall, upon reasonable notice by the Owner, be made available to the

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

6.3 Public Records

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 –TERM OF AGREEMENT AND TERMINATION

7.1 Term of Agreement

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

7.2 Agreement Termination – Default

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

7.3 Agreement Termination – Convenience

This Agreement may be terminated in whole or in part in writing by the Owner for its convenience and an equitable adjustment in the contract price shall be made; provided, however, that the Consultant shall be given (1) not less

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7.4 Agreement Termination – False Certification/Scrutinized Company

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

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

7.5 Addenda Termination

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

7.6 Termination - Price Adjustment

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

7.7 Notice of Intent to Terminate

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

7.8 Owner's Right to Complete Terminated Services

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

ARTICLE 8 – DOCUMENTS AND DRAWINGS

8.1 Furnishing Copies

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

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

8.2 Ownership

All documents prepared or accumulated by the Consultant in rendering Services shall be the sole property of the Owner and the Owner shall be vested with all rights therein of whatever kind and however created; provided, however, that the Consultant shall have no liability to the Owner for the Owner's use of the Consultant's work product unless used in connection with this Agreement or any Amendments or Addenda thereto, or for the Owner's use of work product of the Consultant which is delivered to the Owner in incomplete form, accompanied by written notice to the Owner that such work is incomplete describing in sufficient detail why the documents are incomplete. No reports, maps, drawings, specifications or other documents produced in whole or in part under this Agreement shall be the subject of any application for copyright by or on behalf of the Consultant or any of its Subconsultants.

8.3 Identification of Documents

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

8.4 Confidentiality

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

8.5 Sensitive Security Information

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

ARTICLE 9 - NOTICES

9.1 Consultant

All notices required to be given to the Consultant hereunder shall be in writing and shall be given by United States mail, postage prepaid, or by facsimile addressed to the Consultant's Representative as defined in **Exhibit "A."** Neither electronic mail nor instant messaging shall be considered notice as required hereunder.

9.2 Owner

All notices required to be given to the Owner hereunder shall be in writing and shall be given either by manual delivery or by United States mail, postage prepaid, addressed to the Owner's Representative as defined in **Exhibit "A."**

9.3 Change of Address

Any party may change its address for purposes of this Article by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 10 - REMEDIES; ATTORNEYS' FEES AND COSTS

10.1 All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to any party at law or in equity. In the event one party shall prevail in any action (including appellate proceedings), at law or in equity arising hereunder, the losing party will pay all costs, expenses, reasonable attorneys' fees and all other actual and reasonable expenses incurred in the defense and/or prosecution of any legal proceeding, including, but not limited to, those for paralegal, investigative and legal support services and actual fees charged by expert witnesses for testimony and analysis, incurred by the prevailing party referable thereto.

10.2 Any claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof shall, as an express condition precedent to suit, first be subject to mandatory mediation to be set at a mutually agreeable time, but in no event greater than thirty (30) days after the claim or dispute arises. Action on any unresolved claim or dispute shall be brought only in the Circuit Court of the Ninth Judicial District in and for Orange County, Florida or in the sole discretion of the Owner, non-binding arbitration under the auspices of the American Arbitration Association. The parties hereby agree that process may be served on the Consultant and the Owner by Certified United States Mail, postage prepaid, addressed to the Owner's Representative or the Consultant's Representative as defined in **Exhibit "A."** The parties hereby consent to the jurisdiction the Circuit Court of the Ninth Judicial District in and for Orange County, Florida.

10.3 Governing Law

The Agreement shall be governed by the laws of Florida.

10.4 Successors and Assigns

The Consultant binds itself, its successors, assigns and legal representatives to the Owner and the Owner's successors, assigns and legal representatives in respect to covenants, agreements and obligations contained in the Agreement and any Addenda. The Consultant shall not assign the Agreement or any Addenda in whole or in part without written consent of the Owner.

ARTICLE 11 - WARRANTIES OF CONSULTANT

11.1 Prohibition Against Contingent Fees

The Consultant represents and warrants to the Owner that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement, and that it has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement.

ARTICLE 12 - TRANSFERS AND ASSIGNMENTS

The Consultant shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Consultant with a third party) or (except as otherwise authorized in this Agreement or in an

Addendum hereto) subcontract any of its obligations hereunder to third parties without the prior written approval of the Owner. The Owner shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon the Owner and the Consultant, and their respective successors and assigns.

ARTICLE 13 - WAIVER OF CLAIMS

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

ARTICLE 14 - MEMBER PROTECTION

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

ARTICLE 15 - INDEMNIFICATION AND INSURANCE

15.1 Consultant's Obligations for Indemnification

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

15.1.2 If the indemnification provisions recited in Article 15.1.1 are deemed to be void under Florida law, then the Consultant shall indemnify Owner, its officers and employees in accordance with, and to the fullest extent permitted by, the obligations and limitations set forth in Florida Statute 725.08.

15.2 Notice of Claims

Each party agrees to give the other party reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the other party or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim.

15.3 Survival of Indemnity Provisions

The indemnification provisions of this Article 15 shall survive the expiration or termination of this Agreement with respect to any acts or omissions occurring during the term of this Agreement and shall not be affected or reduced by any information with which the Owner has been provided or may otherwise obtain in the future.

15.4 Employee Benefit Acts

In any and all claims against either party, or any of their partners, officers, directors, stockholders, members, agents, servants or employees, by any employee of the other party, any subconsultant of such party, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the employing or responsible party under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

15.5 Consultant's Insurance Requirements

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

15.5.2 AUTOMOBILE LIABILITY: The Consultant shall maintain in force during the term of this Agreement, automobile liability insurance with minimum combined limits of ONE MILLION DOLLARS ($1,000,000.00) for all automobiles used outside the AOA and FIVE MILLION DOLLARS ($5,000,000.00) for all automobiles used inside the AOA, with a maximum deductible or self-insured retention of TEN THOUSAND DOLLARS ($10,000.00) for contracts less than ONE MILLION DOLLARS ($1,000,000.00) and ONE HUNDRED THOUSAND DOLLARS ($100,000.00) for contracts equal to or exceeding ONE MILLION DOLLARS ($1,000,000.00), unless modified by **Exhibit E**, for death or bodily injury and for injury or damage to property for each occurrence.

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

15.5.4 PROFESSIONAL LIABILITY: If this Agreement exceeds $50,000.00., the Consultant shall maintain in force during the term of this Agreement a professional liability and errors and omission insurance policy in the minimum amount of ONE MILLION DOLLARS ($1,000,000.00) per claim with a maximum deductible or self-insured retention of TEN THOUSAND DOLLARS ($10,000.00) for contracts less than ONE MILLION DOLLARS ($1,000,000.00) and ONE HUNDRED THOUSAND DOLLARS ($100,000.00) for contracts equal to or exceeding ONE MILLION DOLLARS ($1,000,000.00), unless modified by **Exhibit E**.

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

15.5.6 The Consultant agrees that the Owner and the City, and their respective members (including, without limitation, members of the Owner's Board and the City's Council and members of citizens advisory committees of

each), officers, agents and employees of each, shall be included as additional insureds under such policy or policies of insurance as required herein, except for the insurance coverage required by Articles 15.5.3 and 15.5.4 above.

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

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

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

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

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

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

15.5.13 The Consultant is ultimately liable to the Owner for those actions of its Subconsultants providing Services on assigned work. It is the Consultant's responsibility to ensure that its Subconsultants are also covered under the required insurance limits. The Consultant may either require its Subconsultants to purchase insurance coverage set forth herein individually or include the Subconsultant under the Consultant's insurance program.

ARTICLE 16 - APPROVAL BY FEDERAL AND STATE AGENCIES

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

ARTICLE 17 - COVENANTS AGAINST DISCRIMINATION

17.1 Pertinent Regulations

The Consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance and that it shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the DOT - effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended. This provision binds the Consultant and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of the Title VI of the Civil Rights Act of 1964.

17.2 Reporting Requirements

The Consultant will provide all information and reports required by said Regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner, the FDOT or the FAA to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner, the FDOT or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information. The Consultant shall remain obligated under this paragraph until the expiration of five (5) years after the termination of this Agreement. In the event of breach of any of the above nondiscrimination covenants, the Owner shall have the right to impose such contract sanctions as it or the FDOT, the FAA or other applicable government entity may determine to be appropriate, including withholding payments to the Consultant under this Agreement or canceling, terminating, or suspending this Agreement, in whole or in part. The rights granted to the Owner by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

17.3 Affirmative Action

Further, the Consultant shall undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, religion, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Such activities shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Consultant assures that it shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection or retention of Subconsultants. The Consultant assures that it will require that its Subconsultants provide assurances to the Consultant that they similarly will undertake affirmative action programs and that they will require assurances from their Subconsultants, as required by 14 CFR Part 152, Subpart E, to the same effect.

17.4 Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors,

including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the contractor under the contract until the contractor complies;
and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contact Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

17.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all

of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

The Owner may from time to time adopt additional or amended nondiscrimination provisions concerning the furnishing of Services to the Owner, and the Consultant agrees that it will adopt and be bound by any such requirements as a part of this Agreement.

ARTICLE 18 – DBE/MWBE AND LDB/VBE POLICY AND PROCEDURE

18.1 It is the policy of the Owner and the FAA on all federally funded contracts for Services that disadvantaged business enterprises, as defined in the Owner's Disadvantaged Business Enterprises ("DBE") Participation Policy for professional services and as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of professional services contracts awarded by the Owner, including, but not limited to, contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the requirements of the Owner's DBE Participation Policy apply to this Agreement. The Consultant and all Subconsultants shall take all necessary and reasonable steps in accordance with the Owner's DBE Participation Policy to ensure that DBE firms have the maximum opportunity to compete for and perform contracts.

18.2 It is the policy of the Owner on all non-federally funded contracts for Services that Minority and Women Business Enterprises ("MWBE") shall have the opportunity to participate in the performance of professional services contracts awarded by the Owner, including, but not limited to, contracts financed in whole or in part with FDOT funds under this Agreement. Consequently, the requirements of the Owner's MWBE Policy apply to this Agreement. The Consultant and all Subconsultants shall take all necessary and reasonable steps in accordance with the Owner's MWBE policy to ensure that MWBE firms have the maximum opportunity to compete for and perform on contracts. Prior to being awarded a scope of work, the Consultant shall provide to the Owner either: 1) evidence that the Consultant has contracted with MWBEs to meet the Owner's MWBE goal for the Services, or 2) evidence satisfactory to the Owner that the Consultant has made good faith efforts to reach the Owner's MWBE goal for the Services.

18.3 It is the policy of the Owner on all non-federally funded contracts for Services that Local Developing Businesses / Veteran Business Enterprise ("LDB/VBE") shall have the opportunity to participate in the performance of professional services contracts awarded by the Owner, including, but not limited to, contracts financed in whole or in part with FDOT funds under this Agreement. The LDB/VBE goal is separate and distinct from the MWBE goal set forth in paragraph 18.2 above. Consequently, the requirements of the Owner's LDB/VBE Policy apply to this Agreement. The Consultant and all Subconsultants shall take all necessary and reasonable steps in accordance with the Owner's LDB/VBE policy to ensure that LDB/VBE firms have the maximum opportunity to compete for and perform

contracts. Prior to being awarded a scope of work, the Consultant shall provide to the Owner either: 1) evidence that the Consultant has contracted with LDB/VBEs to meet the Owner's LDB/VBE goal for the project, or 2) evidence, satisfactory to the Owner, that the Consultant made good faith efforts to reach the Owner's LDB/VBE goal for the Services.

18.4 The Consultant shall not breach any of its obligations with the DBEs, MWBEs or LDB/VBEs. In the event the Consultant desires to terminate or replace a DBE, MWBE or LDB/VBE, the Consultant shall promptly notify the Owner of the impending termination, the reason for the termination and obtain the Owner's approval prior to proceeding with the termination. Following the termination, the Consultant shall endeavor to replace the terminated DBE, MWBE or LDB/VBE with another similar to certified DBE, MWBE or LDB/VBE. If the Bidder is unable to utilize another DBE, MWBE or LDB/VBE for the performance of that portion of the agreement, the Consultant shall provide the Owner with documentation, in a form satisfactory to the Owner, showing that it is not possible to replace the terminated DBE, MWBE or LDB/VBE with another DBE, MWBE or LDB/VBE.

ARTICLE 19 - MISCELLANEOUS PROVISIONS

19.1 Government Agencies which are not Parties

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

19.2 Conflict of Interest

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

19.3 Owner Member, Officer or Employee

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

19.4 Consultant Assurances

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

19.5 Headings

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

19.6 Entire Agreement

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

19.7 Amendment

This Agreement and said exhibits shall not be amended, supplemented or modified other than in writing signed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing or modifying this Agreement. No Additional Services shall be performed until such Additional Services are provided for in an Amendment or Addenda and executed by both parties.

19.8 Validity

The validity, interpretation, construction and effect of this Agreement shall be in accordance with and be governed by the laws of Florida. In the event any provision hereof shall be finally determined to be unenforceable, or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.

19.9 Public Entity Crimes and Owner's Debarment List

Pursuant to Section 287.133(2) (a), Florida Statutes, a Consultant who has been placed on the Convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide services for a public entity, may not be awarded a Consultant contract and may not transact business with a public entity for services, the value of which exceeds the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Consultant hereby represents that it does not fall within the class of persons identified in the previous sentence such that Consultant would be precluded from entering into this Agreement.

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

19.10 No Third-Party Beneficiaries

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

19.11 Consultant Contractual Authorization

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

19.12 Whistle Blower Reporting Line

The Owner is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste and abuse. The Owner has established a Whistle-Blower Reporting Line with a third-party service provider as a means to report suspected fraud, waste or abuse of Owner resources in connection with Owner operations. Should Consultant suspect any fraud, waste or abuse in connection with any Work under this Contract, including any work of its subcontractors or laborers, it shall promptly report such activity by calling 1-877-370-6354, through email to GOAA@integritycounts.ca or

through the online reporting form at www.integritycounts.ca/org/GOAA. The Consultant shall include this reporting requirement in all subcontracts and vendor agreements. The Consultant is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

ARTICLE 20 – SPECIAL PROVISIONS, EXHIBITS AND DOCUMENTS

20.1 Federal Fair Labor Standards Act

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

20.2 Occupational Safety and Health Act of 1970

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

20.3 Additional Exhibits

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

Exhibit A, Related Documents
Exhibit B, Notice of Professional Services (Advertisement)
Exhibit C, Invoice Instructions and Forms
Exhibit D, Owner's Travel Policy
Exhibit E, Insurance Limits

SCRUTINIZED COMPANY CERTIFICATIONS

A. (applicable to all agreements, regardless of value) – Consultant hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Florida Statutes § 287.135, as amended;

AND

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and affixed their corporate seals, effective as of the date set forth above.

Attest:

Witness Signature

Anne Farmer
Printed Name

(SEAL)

Greater Orlando Aviation Authority

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

Approved as to Form and Legality (for the benefit of GOAA only)
this 22 day of December, 2020
By: _____
BROAD AND CASSEL
Legal Counsel
Greater Orlando Aviation Authority

Witness Signature

Gregory W. Love
Printed Name

(SEAL)

Lea & Elliott, Inc.

By: _____
Signature (Duly Authorized Rep.)

Daniel J. McFadden
Printed Name

Principal
Title

Certification of Consultant's Authorized Representative

State of: Florida
County of: Miami-Dade

The foregoing instrument was acknowledged before me by Daniel J. McFadden of Lea & Elliott, Inc., (Consultant's duly authorized representative), a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Notary Public

Notary Public State of Florida
Michiyo Kozuma
My Commission GG 202763
Expires 04/10/2022

EXHIBIT A – RELATED DOCUMENTS

Owner's Representative
Davin Ruohomaki
Sr. Director, Engineering & Construction
Greater Orlando Aviation Authority
One Jeff Fuqua Blvd.
Orlando, FL 32827-4399

Consultant's Representative
Daniel J. McFadden
Lea & Elliott, Inc.
5200 Blue Lagoon Dr., Suite 250
Miami, FL 33126

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

- ❑ Board Meeting Minutes
- ❑ Consultant's Hourly Rates
- ❑ Designer's General Scope of Services, EDC-09
- ❑ A/E Backcharge Process, Engineering Document Control, EDC-09A

Basic Services

No compensation is due to the Consultant for Basic Services under this Agreement. Basic Services are as generally described in **Exhibit B**. This Agreement includes no specific Service tasks. Service tasks are defined as Additional Services for this Agreement. If the Owner chooses to request the Consultant to provide Additional Services under this Agreement, the extent and scope of the required Additional Services will be defined in an Addendum to this Agreement.

An Addendum to this Agreement will generally include, but not be limited to, the following:

- ❑ **Exhibit A,** Construction Committee Memorandum
- ❑ Consultant's Proposal Cover Letter
- ❑ Scope of Services
- ❑ Consultant's Compensation Proposal and Tables
- ❑ Schedule
- ❑ DBE, MWBE and LDB/VBE Certifications
- ❑ DBE, MWBE and LDB/VBE Approval Memorandum

All Services performed by the Consultant under this Agreement shall comply with the requirements defined in the latest edition of federal and state regulatory requirements and Greater Orlando Aviation Authority's Master Design Guidelines.

GREATER ORLANDO AVIATION AUTHORITY

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

MEMORANDUM

TO: Members of the Aviation Authority

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

DATE: December 9, 2020

ITEM DESCRIPTION

Recommendation of the Professional Services Committee to Rank Firms Shortlisted for Specialty Automated People Mover (APM) and Passenger Rail Systems Consulting Services (W420) at the Orlando International Airport

BACKGROUND

On August 23 and 26, 2020, a notice was publicly advertised requesting Letters of Interest (LOIs) for Specialty Automated People Mover (APM) and Passenger Rail Systems Consulting Services (W420) at the Orlando International Airport.

The Proposer must have specific expertise and experience with both APM and passenger rail (i.e., light rail, commuter rail and intercity rail systems) systems and associated infrastructure, including guideway and rail systems, stations, signal, command and control systems, utility systems, maintenance facilities and other infrastructure requirements. The Services will include, but are not limited to, planning, concept development and feasibility studies for new or modernization/ expansion of existing systems; assessment of differing/alternative technologies; cost estimating; preparation of preliminary and final design documents; development of project schedules and budgets; computer modeling and simulation of systems and stations, including platform flows and passenger demand; development of interface criteria and coordination for related facilities; preparation of performance specifications; preparation and/or review of technical documents including design drawings and documents, software documentation, operating and maintenance manuals and test reports; development of procurement methodologies and contract documents, including soliciting and evaluating systems suppliers' qualifications, technical and cost proposals, proposals for operations and maintenance; contract negotiation; design oversight and technical review, technical monitoring and test oversight during system construction and implementation; supervision/analysis of system verification and acceptance tests; post- operational assessments of system performance in terms of safety, security, and reliability, maintainability and availability; administration of and compliance with the Florida Department of Transportation (FDOT) System Safety Program Plan (SSPP); assistance with evaluation of operations, maintenance, and life cycle cost issues and development of solutions to resolve these issues; and all other related tasks including the extension or integration of APM and/or passenger rail systems into new and existing facilities and properties, including non-contiguous properties operated by the Aviation Authority, and the coordination of APM and/or passenger rail systems with other modes of ground transportation.

The Services may include, but are not limited to, civil, structural, mechanical and electrical engineering design; utilities and infrastructure design; surveying; geotechnical; evaluation and documentation of existing conditions; verification of as-built conditions including field verification of all existing above and underground utilities; cost estimating and scheduling; technical studies; preliminary and final design; permitting; bidding and award; construction administration and resident engineering; and all other related services including coordination with the Aviation

Authority, its Consultants, the City of Orlando, and all agencies having jurisdiction over the Airport.

The submission requirements stated that it is preferred that proposers and their key personnel have prior experience as the prime consultant on a minimum of two similar projects or consulting agreements within the last five years, each involving systems with a minimum construction value of not less than $15 Million.

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

ISSUES

By September 30, 2020, one firm responded to the above-referenced advertisement as follows:

- Lea+Elliott, Inc.

On October 28, 2020, the Professional Services Committee (PSC) met to consider the one LOI. Based on the LOI, staff's evaluation, and past performance on Aviation Authority projects, the PSC shortlisted Lea+Elliott, Inc. for further consideration.

On November 18, 2020, the PSC met to further consider the shortlisted firm. Lea+Elliott, Inc. was interviewed and evaluated by the PSC based on the following criteria:

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

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

First: **Lea+Elliott, Inc. (L+E):** L+E provided an excellent LOI, which included a very thorough approach and clear understanding of the required services. L+E's corporate office is located in Miami, FL, and has a local office in Orlando. L+E has been in business for over 48 years. L+E's project manager has over 32 years of professional experience. The project team has worked successfully together for many years. L+E is the current specialty APM consultant and has performed well during its tenure. L&E's project experience includes BP-S00100-MCO, APM Operating System for Airsides 1 and 3, and South Terminal C APM Complex, Orlando; APM and Operations and Maintenance Support at Miami International Airport, FL; SkyConnect APM at Tampa International Airport, FL; Landside Access Modernization Program at Los Angeles International Airport, CA; Airport Transit System Modernization and Expansion at Chicago O'Hare International Airport, IL; Rail Access Programs at Dulles/Fort Worth International Airport, TX; Dulles Metrorail Extension to Dulles Airport and Beyond, Washington, D.C.; and Honolulu Rail Transit, HI. L+E provided the required licenses, insurance, and financial information. References provided were from organizations within the aviation and transportation industries, and demonstrated work experience for the required services. L+E received positive responses from all the references. L+E provided the required written action plan to achieve the

MWBE/LDB/DBE participation goals, and its statement of commitment to the Aviation Authority's MWBE/LDB/DBE programs.

ALTERNATIVES

There are no alternatives to be considered.

FISCAL IMPACT

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

RECOMMENDED ACTION

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Professional Services Committee and (1) approve the ranking of the firm for Specialty Automated People Mover (APM) and Passenger Rail Systems Consulting Services (W420) at the Orlando International Airport, as follows: First - Lea+Elliott, Inc.; (2) authorize hourly rate negotiations with the first-ranked firm in accordance with the Aviation Authority's policy; and, (3) subject to successful negotiations with the first-ranked firm: (a) approve a no cost Specialty Automated People Mover (APM) and Passenger Rail Systems Consulting Services Agreement with the first-ranked firm for its negotiated hourly rates; and, (b) authorize an Aviation Authority Officer or the Chief Executive Officer to execute the necessary contract documents following satisfactory review by legal counsel.

Hourly Rates Report By Vendor

Office	Position	Hourly Rate	Effective	Renog. Date	Comments
Lea & Elliott, Inc.					
HOME	Engineer 2	$148.00	09/04/18	09/04/19	
HOME	Engineer 3	$202.00	09/04/18	09/04/19	
HOME	engineer/CAD	$114.00	09/04/18	09/04/19	
HOME	Senior Administrative Asst	$77.00	09/04/18	09/04/19	
HOME	Senior Consultant	$256.00	09/04/18	09/04/19	
HOME	Senior Project Manager	$297.00	09/04/18	09/04/19	
FIELD	Travel Premium	$35.00	06/28/18	06/28/19	Travel from Miami

Document No: **GOAA-EDC - 09**

Title: **DESIGNER'S GENERAL SCOPE OF SERVICES**

SECTION 1 – GENERAL

1.0 Purpose

This EDC-09 further defines the scope of services required from the Designer for both Basic Services and Additional Services under a Professional Services Agreement ("Agreement") with the Greater Orlando Aviation Authority ("Owner"), and any addenda or amendments thereto with an architectural or engineering firm.

1.1 Basic Definitions

The following terms have the meanings indicated, which are applicable to both the singular and plural thereof, wherever used in the Agreement and the Exhibits, documents and drawings referenced therein:

1.1.1 Design Services

Design Services shall refer to and include all services set forth in a Professional Services Agreement with an architectural or engineering firm.

1.1.1 Designer

The term "Designer" as used throughout the Agreement, Exhibits, EDCs, and the drawings and documents referenced therein, shall have the same meaning as the term "Consultant," as defined in the Agreement.

1.1.2 Construction Cost

"Construction Cost" means the total cost to the Owner of those portions of the entire Project designed or specified by the Designer. Construction Cost does not include the Designer's compensation and expenses, the cost of land, rights-of-way, or for damages to properties, or the Owner's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to the Owner.

1.1.3 General Provisions

The term "General Conditions" means the Owner's Division 0 specifications for the non-federal construction Contract and both the Division 0 specifications and the GP-10 through GP-130, inclusive, specifications for the federal construction Contract, on projects for which Design services

are required. All scope required of the Designer in the General Provisions are incorporated by this reference.

1.1.4 Owner

The "Owner" is the person or entity identified as such in the Agreement and is referred to throughout the Exhibits, EDCs, the drawings and documents of the Owner's Master Design Guidelines as if singular in number.

1.1.5 Owners Authorized Representative (OAR)

The OAR is either the Owner's staff, non-staff person or entity identified to provide administration of the Agreement and shall be selected by the Owner. The specific person or entity which will perform the OAR's responsibilities shall be identified at the beginning of these Sections. The OAR is referred to throughout the Exhibits, EDCs, the drawings and documents of the Owner's Master Design Guidelines. The OAR will utilize EDC-27 GOAA Engineering Procedures for Senior Project Manager design management and EDC-35 Owner's Authorized Representative General Scope of Services for Construction.

1.1.6 Terms Defined in Other Documents

Except as otherwise defined herein, the capitalized terms in this Agreement which are defined in the General Provisions or the Agreement for Professional Services will have the same meaning throughout the Agreement.

1.2 Coordination with Other Documents

1.2.1 The Owner's General Provisions will be used as the general provisions for construction of the Project and this EDC. The Designer's scope of services shall include all the services described in the General Conditions as by Designer. The Designer shall not specify or modify documents in conflict with these General Provisions. The Owner's and OAR's scope of services are described and defined in the General Provisions. This EDC-09 is attached to the Professional Services Agreement for Design Services.

SECTION 2 - BASIC SERVICES TO BE PROVIDED BY THE DESIGNER

2.1 Design Services Checklist and Deliverables

2.1.1 The Design Services Checklist, EDC-08, is incorporated into the Agreement by reference. EDC-08 defines specific Services required from the Designer under the Agreement, but is not intended to limit the services to provided by the Designer, and is not considered to be all inclusive of the services required to complete the Work. The Designer is solely responsible for providing a complete and thorough design of the Project.

2.1.2 The "Project Deliverables" set forth in EDC-06 is also incorporated into the Agreement by reference. EDC-06 defines the minimum requirements for drawings and documents prepared by the Designer for the Owner. Complex systems may require greater detail or large scales to adequately define the scope of work.

2.2 Data Collection/Preliminary Design Phase

2.2.1 The Designer shall attend the Design Kick-Off Meeting. The purpose of the meeting will be to discuss the Project requirements and to introduce the Designer's and Owner's representatives for the Project.

2.2.2 After the Design Kick-Off Meeting, the Designer shall review the Owner's library of Record Drawings and Documents and select the drawings and documents, if any, which may be applicable to the Project. The Designer shall also field verify both the applicable Record Drawings and Documents, and existing site conditions, as required by the Project Deliverables, EDC-06.

2.2.3.1 The Designer is responsible to have knowledge of the project's geographical location and the environmental conditions for the construction and operation of the facility. The Design shall identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed by the Designer with whom consultation is to be undertaken in connection with the Project.

2.2.3.1.1 The Designer shall thoroughly familiarize itself with all existing conditions and available as-built documentation that relate in any way to the Project or Services requested.
2.2.3.1.2 The Designer is responsible to identify all the permitting requirements for the construction and operation of the facility and provide the listing to the Authority at the 30% design submittal. The Permit Listing shall include a schedule of when the permits will be required for the Project.

2.2.3.1.3 For phased Work the Permit Listing shall also include any required multiple permits needed to obtain a Certificate of Occupancy.

2.2.3.2 The Designer shall not contact the permitting authorities directly on the Owner's behalf without the Owner's consent.

2.2.3.3 For projects funded by the Federal Aviation Administration (FAA) and project funded by the Florida Department of Transportation (FDOT), the Design and Engineer's Report shall comply with all FAA and FDOT requirements as promulgated by the FAA's Orlando Airport District Office and by the FDOT.

2.2.4 The Designer shall evaluate alternate solutions available and, after consultation with the Owner, recommend to the Owner those solutions which, in the Designer's judgment, best meet the Owner's requirements for the Project.

2.2.5 The Designer shall prepare a Preliminary Engineering Report which will contain the statement of the Owner's requirements for the Project, and, as appropriate, will contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the considerations involved and those alternate solutions available to the Owner which the Designer recommends. This Report shall be accompanied by the Designer's updated opinion of Construction Cost for each solution which is recommended for the Project.

2.2.6 The Designer shall submit this Preliminary Engineering Report to the Owner, and revise it as required to resolve the Owner's comments.

2.3 Schematic Design (30%)

2.3.1 Based on the approved Preliminary Engineering Report, the recommended solutions selected by the Owner and the specific modifications or changes in the scope, extent, character or design requirements of the Project agreed upon by the Owner and Designer in writing, the Designer shall prepare the preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project. The requirements for the 30% Submittal are further defined in EDC-06.

2.3.2 The Designer shall prepare and submit a revised opinion of probable Construction Cost based upon the 30% Submittal. When required by the owner the Designer shall reconcile this estimate with an independent estimate prepared by others.

2.3.3 The Designer shall participate in a Technical Review meeting with the Owner to review and address Owner's comments on the 30% submittal. The Designer shall also prepare and submit to the Owner, no later than two (2) weeks after the Technical Review Meeting, or prior to the next submittal, whichever occurs first, a written reply to each of Owner's comments which explains how each comment is being resolved, and where the resolution will be in the plans, specifications or contract documents.

2.4 Design Development (60%)

2.4.1 On the basis of the Schematic Design documents, including the Owner's comments after review of the 30% Submittal, the modifications or changes in the scope, extent, character or design requirements of the Project agreed upon by the Owner and Designer and the revised reconciled opinion of probable Construction Cost, the Designer shall prepare for incorporation in the Contract Documents intermediate Specifications and Drawings showing the scope, extent and character of the Work to be performed and furnished by the Designer, and as further defined in EDC-06.

2.4.2 The Designer shall provide technical criteria, written descriptions, design data and completed permit application forms for the Owner's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and shall assist the Owner in consultations with appropriate authorities. The Designer shall not, however, directly contact such permitting authorities on the Owner's behalf without the prior consent of the Owner.

2.4.3 The Designer shall prepare and submit a revised opinion of probable Construction Cost, and define any adjustments to the estimate since completion of the 30% estimate. When required by the owner the Designer shall reconcile the 60% estimate with an independent estimate prepared by others.

2.4.4 The Designer shall prepare, as part of its 60% submittal, for review and approval by the Owner, its legal counsel and other advisors, preliminary contract agreement forms, general conditions and other conditions, and bid forms, invitations to bid and instructions to bidders, all of which will be

consistent in form and substance with the standard forms and pertinent guide sheets provided by the Owner.

2.4.3 The Designer shall participate in a Technical Review meeting with the Owner to review and address Owner's comments on the 60% submittal. The Designer shall also prepare and submit to the Owner, no later than two (2) weeks after the Technical Review Meeting, or prior to the next submittal, whichever occurs first, a written reply to each of Owner's comments which explains how each comment is being resolved, and where the resolution will be in the plans, specifications or contract documents.

2.5 Construction Documents (95%)

2.5.1 On the basis of the Design Development Design documents, including the Owner's comments after review of the 60% Submittal, the modifications or changes in the scope, extent, character or design requirements of the Project agreed upon by the Owner and Designer and the revised reconciled opinion of probable Construction Cost, the Designer shall prepare for incorporation in the Contract Documents final Specifications and Drawings showing the scope, extent and character of the Work to be performed and furnished by the Designer, and as further defined in EDC-06.

2.5.2 The Designer shall prepare, and include in the 95% submittal, for review and approval by the Owner, its legal counsel and other advisors, final contract agreement forms, General Provisions and supplementary conditions, and bid forms, invitations to bid and instructions to bidders.

2.5.3 The Designer shall participate in a Technical Review meeting with the Owner to review and address the Owner's comments on the 95% submittal. The Designer shall also prepare and submit to the Owner, no later than two (2) weeks after the Technical Review Meeting, or prior to the next submittal, whichever occurs first, a written reply to each of the Owner's comments which explains how each comment is being resolved, and where the resolution will be in the plans, specifications or contract documents.

2.6 Bid Documents

2.6.1 The Designer shall participate in a Technical Review meeting with the Owner to review and address Owner's comments on the 100% submittal. The Designer shall also prepare and submit to the Owner, no later than one (1) week after the Technical Review Meeting, or prior to the next submittal, whichever occurs first, a written reply to each of Owner's comments which explains how each comment is being resolved, and where the resolution will be in the plans, specifications or contract documents. The Designer shall resolve all of the comments from the Owner's review of the 95% Submittal, and modify the Specifications, Drawings and Bid Documents accordingly to produce the 100% complete Bid Documents.

2.6.2 The Designer shall prepare and submit an updated opinion of probable Construction Cost and define any adjustments to the estimate since completion of the 95% estimate. The Designer shall reconcile the 100% estimate with an independent estimate prepared by others.

2.7 Bidding and Award

2.7.1 The Designer shall assist the Owner in advertising for and obtaining bids or proposals for the contract for construction, materials, equipment and services; maintain a record of prospective bidders to whom Bid Documents have been issued; attend Pre-Bid Conferences; reproduce and distribute Bid Documents and Addenda to the Owner, plan rooms and prospective Bidders; and receive and process payments, if any, for Bid Documents.

2.7.2 The Designer shall prepare and issue Bid Addenda, as required, to clarify, correct or change the Bid Documents.

2.7.3 The Designer shall attend the Bid Opening, prepare bid tabulation sheets and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. The Designer will review bids and proposals and any relevant market conditions related to such bids, and provide a written evaluation thereof, including a detailed analysis of bids potentially subject to award which may appear to be unreasonably higher or lower than the reconciled estimate (when applicable), and provide a recommendation to award. The Designer shall note in the evaluation any irregularities, deviations, qualifications or conditions set forth in such bids or proposals.

2.8 Construction Phase

2.8.1 The Designer shall attend the Pre-NTP and Pre-Construction Conference meetings conducted by the Owner prior to the start of construction activities.

2.8.2 The Designer shall prepare, reproduce and distribute Contract Documents and Specifications, and Conformed Contract Documents and Specifications to the Owner, Contractor and the Owner's Authorized Representative (OAR).

2.8.3 The Designer's role during the Construction Phase is to assist the Owner and OAR in the administration of the construction contract. Specific duties of the Designer are further defined in the General Provisions, which are included by reference in the Agreement during the Construction Phase of the Project.

2.8.4 The Designer shall attend the Owner's Job Coordination Meeting (JCM) meetings during the term of the construction contract. These meetings will be typically held every two weeks or as otherwise directed by the Owner.

2.8.5 The Designer shall make visits to the site at intervals appropriate to the various stages of construction in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of the Contractor's Work. Such visits and observations by the Designer are not intended to be exhaustive or to extend to every aspect of the Work in progress, or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to the Designer in this Agreement and the Contract Documents, but rather, entail a general observation of the Work based upon the Designer's exercise of professional judgment in accordance with the governing standard of care. During each site visit, the Designer shall check that the Contractor is maintaining accurate and up-to-date As-Built Drawings on site. Based upon information obtained during such visits and such observations, the Designer shall endeavor to determine if such Work is proceeding in accordance with

the Contract Documents, and the Designer shall submit written reports to the Owner after each site visit to keep the Owner informed of the progress and observed quality of the Work. Such reports shall specifically identify, following such general observation, any deviations from plans, specifications, or codes, any defects, and any unsafe conditions, identified by the Designer.

2.8.6 The Designer shall not, during such visits to the site, or as a result of such observations of the Contractor's Work in progress, supervise, direct or have control over the Contractor's Work nor shall the Designer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the Work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's furnishing and performing the Work. Accordingly, the Designer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its Work in accordance with the Contract Documents.

2.8.7 During such visits and on the basis of such observations, the Designer shall submit a written recommendation to the OAR, with a copy to the Owner, recommending disapproval of or rejection of the Contractor's Work while it is in progress or after completion if the Designer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

2.8.8 The Designer shall issue necessary clarifications and interpretations of the Contract Documents as appropriate, and when requested by the OAR, to allow the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.

2.8.9 The Designer shall receive from the OAR all Contractor requests for Contract Modifications in the Work, including adjustments to the Contract Sum. Within five (5) working days after receipt, the Designer will respond to the Owner and OAR with a written recommendation of approval, adjustment or rejection for entitlement to such request. If the Designer determines that anything less than full entitlement exists, the response shall include an explanation with specific references to the applicable sections of the Contract Documents and Drawings which support the finding of partial or no entitlement. The OAR, at the Owners request, shall prepare the Change Orders, Construction Change Directives and Minor Change in the Work and will make available to the Designer. When specifically requested by the Owner the Designer shall prepare, reproduce and distribute drawings and specifications to describe the changes in the Work, and shall assist with the permitting of same. The Designer shall review and sign the Owner's executed Contract Modifications within five (5) working days unless specifically extended by the OAR.

2.8.10 The Designer shall review and take other appropriate action in respect of Shop Drawings and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept for the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

2.8.11 The Designer shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor, but subject to the provisions of the Contract Documents, and submit a written recommendation to the OAR.

2.8.12 The Designer may require special inspections or tests of the Work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. The Designer's review of such certificates will be for the purpose of determining that the results certified include compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. The Designer shall be entitled to rely on the results of such tests.

2.8.13 The Designer shall render the initial decisions on all claims of the Owner and Contractor relating to the acceptability of the Work or the interpretations of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In rendering such decisions, the Designer shall be fair and not show partiality to the Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

2.8.14 Based upon the Designer's on site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules, the Designer shall review the OAR's recommended amounts for payments to the Contractor. Such review of the recommendations of payment and timely signature will constitute the Designer's representation to the Owner and OAR, based upon such observations and review, that, to the best of the Designer's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to the Contractor's being entitled to such payment appear to have been fulfilled insofar as it is the Designer's responsibility to observe the Work. In the case of unit price Work, the Designer's recommendations of payment will include review of the OAR's determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).

2.8.14.1 Assist the OAR with the review, and negotiate as necessary, the Contractor's Schedule of Values to reach a mutually acceptable form prior to the First Application for Payment.

2.8.15 Following notice from the OAR that the Contractor considers the entire Work ready for its intended use, the Designer, Owner and OAR, accompanied by the Contractor, shall conduct an inspection to determine if the Work is substantially complete. If, after considering any objections of the Owner, Contractor and OAR, the Designer considers the Work substantially complete, the Designer shall recommend the issuance of a Certificate of Substantial Completion to the Owner by the OAR.

2.8.16 The Owner, OAR and Designer shall conduct a final inspection to determine if the completed Work of the Contractor is acceptable so that the Designer may recommend, in writing, final payment to the Contractor.

2.9 Project Close-Out

2.9.1 The Designer will prepare the Record Documents based upon the As-Built Drawings and Documents received from the OAR. The OAR will have reviewed and accepted the Contractor's As-Built Drawings and Documents when in their opinion they meet the intent of the Contract Documents and field observations. The Designer will prepare a complete set of Record Drawings representing, to the best of their knowledge, the as-built conditions of the Work, as further detailed in EDC-06.

2.9.2 The Designer will review all Close-out Documents and Manuals for conformance with the Contract Documents.

2.10 Project Budget and Designer's Opinions of Probable Cost

2.10.1 The Designer's opinions of probable Construction Cost provided for herein are to be made on the basis of the Designer's experience and qualifications, and represent the Designer's best judgment as an experienced and qualified design professional generally familiar with the construction industry.

2.10.2 If, at any time during the design of the Project, the Designer determines that the probable Construction Cost of the Work exceeds the budget established by the Owner, the Designer shall immediately advise the Owner in writing with an explanation of the cause of the anticipated cost overrun and recommendations on how to reduce the probable Construction Cost to within budget.

2.10.3 In the event that the lowest bona fide bid or proposal for construction of the Work exceeds the Designer's Opinion of Probable Construction Cost by 10% or greater, the Owner may, at the Owner's sole discretion, require the Designer, without additional compensation, to modify the Bid Documents and Drawings as required to reduce the Construction Cost to within the Owner's budget for the Work, and to provide all the Services associated with readvertising for construction bids, including reproduction and distribution of documents, and advertising costs. The modifications necessary to accomplish this reduction in Construction Cost shall be subject to the Owner's approval, and shall not change the basic intent or function of the Project.

2.11 Verification of Existing Conditions at Site

2.11.1 The Designer shall verify all existing conditions at site which may impact the design and construction of the Project and shall clearly indicate all such existing conditions on the Drawings in accordance with the requirements defined in EDC-06. All major systems, such as electrical, mechanical and plumbing, shall be field verified regardless of whether the system is impacted by the Project.

2.12 Design Phase Services

2.12.1 The Consultant agrees that the milestone dates shown on this Schedule for performance of the Services, including submittal and 100% completion of design dates, are reasonable, and the Consultant will complete all Services accordingly.

2.13 Owner's Representative

2.13.1 The Owner's Representative will have complete authority to transmit instructions, receive information and interpret and define the Owner's policies and decisions with respect to the Designer's Services for the Project, provided that such direction does not impact the scope, budget or schedule for the Services. The Owner's direction that impacts the scope, budget or schedule of the Services must be documented and must be signed by the Owner's Deputy Executive Director of Facilities.

2.14 Coordination

2.14.1 The Services to be performed by the Designer require the Designer, the OAR and the Contractor to work together harmoniously. The Designer, the OAR and the Contractor shall respond fully and promptly to each other's requests for information and advice, and each shall give due consideration to the advice and suggestions of the other. The Designer, OAR and Contractor shall cooperate with one another in all matters. If the Designer, OAR or Contractor disagree on any matter, they shall promptly refer the matter to the Owner for resolution.

2.14.2 The Designer is required to coordinate with the other Designers, Contractors and OARs working on adjacent and/or concurrent projects to resolve issues related to the Work. The Designer is also required to coordinate among the various departments of the Owner, the Owner's tenants, the airlines and all other organizations which may be affected by the Work. The Designer is responsible for anticipating when this coordination is required and the parties that are affected, and for notification of the Owner that the coordination is required. When requested by the Owner, the Designer shall proceed with initiating the coordination, including all follow-up necessary to ensure successful resolution of the issues.

PART 3 – CODES, STANDARDS AND OTHER DOCUMENTS

3.1 Owner's Documents

The following Owner's documents define specific requirements for Services provided by the Designer and are incorporated by reference into the Agreement:

Owner's Document No.	**Title**
EDC-02	CADD Standards
EDC-06	Project Deliverables
EDC-08	Design Service Checklist
Division 0	General Provisions of the Contract for Construction
Division 1	General Requirement Specifications
Division 2-14	Guidelines and Specifications
Division 15	Mechanical Specifications
Division 16	Electrical Specifications

The Designer shall not specify any matter which conflicts with the Owner's provided guidelines or other provisions unless authorized in writing by the Owner.

3.2 Codes, Standards and Other Documents

The following codes, standards and other documents define specific requirements for Services provided by the Designer and are made a part of this Agreement by reference:

- Owner's Design Guidelines, Standards and Specifications
- City of Orlando adopted Building Codes and applicable ordinances
- Florida Department of Transportation (FDOT) requirements
- Federal Aviation Administration (FAA) Advisory Circulars
- Transportation Safety Administration (TSA)
- Florida Building Code (Current Edition)
    - Building
    - Plumbing
    - Mechanical
    - Fuel Gas
    - NFPA 70 Electric Code
- National Electrical Code (NEC)
- Florida Fire Prevention Code
- National Fire Protection Association (NFPA) Codes & Standards)
- Florida Accessibility Code for Building Construction
- Americans with Disabilities ACT Accessibility Guidelines
- Other applicable Federal, State and local codes
- Other Codes, Standards and Requirements as may be defined by the Owner

3.3 FDOT Funded Projects

FDOT funded projects will require the Consultant to certify to the following:

I hereby certify that the plans, specifications, and contract documents produced by the Engineer for the above referenced project have been developed in compliance with federal, state and professional standards and applicable Federal Aviation Administration advisory circulars. In addition, I hereby certify that the project complies with all applicable building codes and other statutory requirements.

END OF EDC – 09, DESIGNER'S GENERAL SCOPE OF SERVICES

Document No: **GOAA-EDC – 09A**

Title: **A/E BACKCHARGE PROCESS**

SECTION 1 – OBJECTIVE

1.0

To establish the process through which an Architectural/Engineering (A/E) firm providing design services for the Authority may be responsible for the cost of any changes or impacts incurred during construction in the event that the cause assigned to a Change Order, by the Authority, is the result of an error or omission by the A/E (i.e., "A/E Backcharge").

SECTION 2 – GENERAL

2.0

The Authority employs professional A/E firms to provide design and construction administration services for construction projects. While these professionals are accountable for the technical accuracy and quality of their work, mistakes may occur in the rendition of their work. Construction plans and contract documents may contain errors or items that may have been omitted, resulting in cost and time impacts on a project. When design errors and omissions rise to the level of professional negligence, the Authority may pursue recovery for certain project costs. The Authority recognizes there are factors in any project that may contribute to design errors or omissions, including but not limited to design time or project complexity. The Authority will consider such factors when determining if an A/E Backcharge is warranted.

SECTION 3 - DEFINITIONS

3.0 A/E Backcharge

The charge assessed to an A/E by the Authority for reimbursement of added Contract costs or credits to earned fees due to the A/E's errors or omissions that are beyond the Due Care.

3.1 Due Care (a.k.a. "Standard of Care")

The Consultant shall use professional standards of care and performance to perform all Services in such quality and sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by the Owner and as required by the Project. The Services must be provided in a manner that is consistent with the level of reasonable care, skill, judgment and ability provided by professionals providing a similar type of Service in the same geographic area.

3.2 Negligence

Negligence is the failure to exercise Due Care. Legal liability is imposed on a person or entity that is negligent when such negligence causes damage or additional costs to some other person or property to whom the negligent party owes a duty recognized by law.

3.3 Errors

There are two types of design errors: 1) those errors discovered and corrected before the Contractor has provided incorrect equipment and/or materials or performed incorrect construction, in which case the A/E backcharge is treated as defined below for Premium Cost; and 2) those errors discovered after the Contractor has provided incorrect equipment and/or materials or performed incorrect construction, in which case the A/E backcharge is treated as defined below for the Whole Cost.

3.4 Omissions

An item that is omitted from the Contract Documents which should have been included in the Contract Documents. The A/E has liability to pay the difference of Premium Cost (as defined below), if any, even though the omitted item may be an "added value" to the Authority.

3.5 Whole Cost (a.k.a. "Rework")

Whole Cost backcharges originate from errors which require a portion of the work to be repeated as a result of the error. The A/E is liable for the entire cost of the change, including the removal of the original work, construction of the replacement work, replacement of equipment and materials, and any additional fees incurred by the Authority for Design, Construction Administration and the Authority's Owner's Authorized Representative (OAR) services. Whole Cost backcharges also includes liability for Contractor's Claims caused as a result of A/E negligence. The A/E's liability includes the entire amount that it takes the Authority to settle the claim plus applicable Indirect Costs (as defined below.)

3.6 Premium Cost

Premium Cost backcharges originate from design errors and omissions which do not require work to be repeated but which do require additional components to be added to the Project to achieve the intended scope of the Project. The A/E is liable for premiums associated with settling the changes in a non-competitive and non-bidding environment, and taking into consideration price escalations in materials, equipment and labor. The percentage used for calculating "premium cost" will normally be 10% of the added construction cost, but may be modified based on evidence of actual costs.

3.7 Indirect Cost

Indirect Cost backcharges originate from Whole Cost or Premium Cost backcharges and include Lost Revenue, Lost Profit, Lost Rental Value, Delays, Disruptions, Time Extensions, Acceleration, Escalation on Material, Storage Costs, Interests, Additional Administrative Costs, Overhead, and any other indirect costs that result from an error or omission.

3.8 Project

Any study, design or construction project undertaken by the Authority.

SECTION 4 - METHODS

4.0

The A/E Backcharge process commences prior to the preparation of Change Orders (CO) and Bulletins or Field Change Orders (FCOs) that could result in A/E Backcharges. If the OAR determines that a CO, Bulletin or FCO item could be the result of an error or omission, the OAR will notify both the A/E and the Authority in writing during processing of the Change Order Agenda for Construction Committee, and if possible, prior to processing of a Bulletin or FCO. The notice will provide a copy of the draft CO Agenda for Construction Committee, Bulletin or FCO which includes the OAR's initial determination of the category and amount of the proposed backcharge (i.e., Whole Cost, Premium Cost, and/or Indirect Costs) resulting from the Error or Omission. The notification shall advise that, per the A/E's Agreement with the Authority, the described change may result in an A/E Backcharge. The A/E is expected to review the information and to respond, in writing, to the OAR either agreeing that there is basis for a potential A/E Backcharge, or if not, then stating the reasons why the A/E considers that the A/E Backcharge is not justified.

4.1

The OAR will review the A/E's response and make a further determination of whether to continue to recommend an A/E Backcharge to the Authority. If the determination by the OAR is to continue with a recommendation for A/E Backcharge, then the OAR will submit this recommendation, including any rebuttal received from the A/E, to the Authority for approval.

4.2

If, after reviewing the Contractor's RCO Submission or the A/E's response, the OAR or the Authority determines that A/E Backcharges are not warranted, the OAR will notify the A/E withdrawing its notification of the potential A/E Backcharge.

4.3

After the Change Order is approved by the Authority, the OAR will add the proposed A/E Backcharge amount to a log maintained for this purpose on each project. The A/E Backcharge entry will include

(a) the number of the Change Order
(b) the number of each item on the CO for which an A/E backcharge is recommended
(c) the description of each item of work
(d) the CO value of each item of work
(e) the value of the proposed backcharge
(f) the reason why a backcharge is proposed
(g) how the backcharge value was determined, and
(h) when the backcharge was reviewed with the A/E and a summary of the A/E's rebuttal, if any.

The OAR and the Authority will periodically review the A/E Backcharge log with the A/E to provide the A/E with the opportunity to present additional information for further consideration. If, after such a review, the Authority agrees that a particular backcharge is no longer recommended, each such item will be noted as Resolved/No Backcharge Recommended, including a statement of why the recommendation has been changed on the log. The overall value of A/E backcharges will be reviewed throughout the course of the Project and during the Project Close-out phase.

4.4

During construction of the Project and at the Project Close-out phase, the OAR will send a copy of the A/E Backcharge Log to the A/E. Prior to the OAR forwarding the final recommendation to the Authority, the OAR and Authority will meet with the A/E to discuss all remaining proposed A/E backcharge issues. The purpose of this meeting is to ensure that both parties fully understand the issues and this session could present new facts that were not known or understood when the Change Order was processed. The OAR will forward its final recommendation to the Authority following the conclusion of this meeting.

4.5

Consideration will be given to the following during preparation of any A/E backcharge recommendation:

4.5.1 The recommended actual A/E backcharge amounts will take into consideration such factors as described in Section 2.0 above.

4.5.2 Consideration will also be given towards the A/E's history of responsiveness when faced with design or construction issues. Those A/E's that performed well and worked diligently to quickly resolve design or construction issues during construction may be assessed more leniently that those firms that responded defensively or did not contribute effectively to timely resolution.

4.5.3 The total amount of additional construction costs attributed to errors and omissions will be compared to the total cost of all construction, including change orders, expressed as a percentage. If this percentage is lower that industry averages for Due Care on similar type work, and if no evidence of negligence exists, then recommendation will be for no A/E backcharge.

4.5.4 Step One: Determine the percentage of construction cost attributed to design errors and omissions using the following formula:

$$c = b / a$$

Where,

a = original construction cost (awarded amount)

b = total change order cost attributed to design errors and omissions

c = percentage of construction cost attributed to design errors and omissions

Step Two: Define the Due Care Percentage (industry average) to be used

d = Due Care Percentage (industry average)

Step Three: Calculate the final recommended A/E backcharge amount using the following conditions:

- If $c \leq d$ then $f = 0$, except in cases where negligence exists
- If $c > d$ then $f = e - 0.10 \times a \times d$

Where,

c = percentage of construction cost attributed to design errors and omissions (from Step One)

d = due care percentage (from Step Two)

a = original construction cost (awarded amount)

e = total potential A/E backcharge amount (from A/E backcharge log)

f = final recommended A/E backcharge amount

4.5.5 In the Authority's sole discretion, the Authority may choose to evaluate separately instances of negligence that had a particularly notable impact to the Project. For these specific items of negligence, special consideration will be given whether to assess backcharges related directly to the item or items caused by the negligence, regardless of the overall percentage of changes resulting from errors and omissions. If the Authority decides to treat one or more of these items as separate issues, the backcharge for each item will be determined on the basis of the Whole Cost and Indirect Cost for that item.

4.6

Upon receipt of a final proposed A/E Backcharge recommendation from the OAR, the OAR's recommendation will be reviewed by the Authority's Director of Construction or designee. Upon acceptance and concurrence of the OAR's recommendation by the Director of Construction, the proposed A/E Backcharge recommendation will then be forwarded to the Deputy Executive Director-Facilities who will review the recommendation. The Authority's review may include interviews or discussions with the A/E and any other members of the contract team if necessary. The Deputy Executive Director - Facilities will make a recommendation to the Construction Committee on the assessment of A/E Backcharge amounts and notify the A/E. If approved by the Construction Committee, the recommended assessment of backcharge amounts will be made by deducting remaining fees owed the A/E or direct payment from the A/E to the Authority.

4.7

The A/E will have five (5) business days following the Construction Committee Meeting approving the Final A/E Backcharge, in which to object in writing, to the Chair of the Construction Committee, to the committee decision. Failure to object in a timely manner constitutes acceptance of the A/E Backcharge. Upon timely objection, mediation will be scheduled between the parties no later than thirty (30) days after receipt of such objection. The Authority will determine future action at the conclusion of mediation, which in its sole discretion may include binding arbitration under the auspices of the American Arbitration Association or litigation in the Circuit Court of Orange County, Florida.

Attachments: None

EXHIBIT B – NOTICE OF PROFESSIONAL SERVICES (ADVERTISEMENT)

GREATER ORLANDO AVIATION AUTHORITY
NOTICE OF SPECIALTY AUTOMATED PEOPLE MOVER (APM)
AND PASSENGER RAIL SYSTEMS CONSULTING SERVICES (W420)
ORLANDO INTERNATIONAL AIRPORT

Pursuant to 2 CFR Part 200, Section 287.055, Florida Statutes and the policies and procedures of the Greater Orlando Aviation Authority (Authority), notice is hereby given that Letters of Interest are invited from firms and individuals (Proposers) to render **Specialty Automated People Mover (APM) and Passenger Rail Systems Consulting Services (W420)** (Services) to the Authority at the Orlando International Airport (Airport).

The Proposer must have specific expertise and experience with both APM and passenger rail (light rail, commuter rail and intercity rail systems) systems and associated infrastructure, including guideway and rail systems, stations, signal, command and control systems, utility systems, maintenance facilities and other infrastructure requirements. The Services will include but are not limited to: planning, concept development and feasibility studies for new or modernization/expansion of existing systems; assessment of differing/alternative technologies; cost estimating; preparation of preliminary and final design documents; development of project schedules and budgets; computer modeling and simulation of systems and stations, including platform flows and passenger demand; development of interface criteria and coordination for related facilities; preparation of performance specifications; preparation and/or review of technical documents including design drawings and documents, software documentation, operating and maintenance manuals and test reports; development of procurement methodologies and contract documents, including soliciting and evaluating systems suppliers' qualifications, technical and cost proposals, proposals for operations and maintenance; contract negotiation; design oversight and technical review, technical monitoring and test oversight during system construction and implementation; supervision/analysis of system verification and acceptance tests; post-operational assessments of system performance in terms of safety, security, and reliability, maintainability and availability; administration of and compliance with the Florida Department of Transportation (FDOT) System Safety Program Plan (SSPP); assistance with evaluation of operations, maintenance, and life cycle cost issues and development of solutions to resolve these issues; and all other related tasks including the extension or integration of APM and/or passenger rail systems into new and existing facilities and properties, including non-contiguous properties operated by the Authority, and the coordination of APM and/or passenger rail systems with other modes of ground transportation.

The Services may include, but are not limited to, civil, structural, mechanical and electrical engineering design; utilities and infrastructure design; surveying; geotechnical; evaluation and documentation of existing conditions; verification of as-built conditions including field verification of all existing above and underground utilities; cost estimating and scheduling; technical studies; preliminary and final design; permitting; bidding and award; construction administration and resident engineering; and all other related services including coordination with the Authority, its Consultants, the City of Orlando, and all agencies having jurisdiction over the Airport.

A Pre-Submittal Conference will be held **at 2:00 PM Eastern Time on September 9, 2020. Information for attending the Pre-Submittal Conference will be posted on the Authority's website.**

The Project Scope, Submission Requirements, Minority and Women Business Enterprise (MWBE) Program, Local Developing Business/Veteran Business Enterprise (LDB/VBE) Program, Disadvantaged Business Enterprise (DBE) Program, and questions will be reviewed at the Pre-Submittal Conference.

The Advertisement, Submission Requirements, Responses to inquiries, and Pre-Submittal Conference minutes, and Addenda (if any) will be made available on the Authority's website at:

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

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

GREATER ORLANDO AVIATION AUTHORITY

By: M. Carson Good
Aviation Authority Chairman

GREATER ORLANDO AVIATION AUTHORITY
NOTICE OF SPECIALTY AUTOMATED PEOPLE MOVER (APM)
AND PASSENGER RAIL SYSTEMS CONSULTING SERVICES (W420)
ORLANDO INTERNATIONAL AIRPORT

SUBMISSION REQUIREMENTS

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

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

Written inquiries shall be directed to **Thomas O'Day, Manager, Maintenance Contracts via email at W420@goaa.org**. Questions received after 5:00 p.m. Eastern Time on September 21, 2020, will not be answered.

Interested Proposers are requested to submit twelve (12) printed copies and one (1) electronic PDF version* on a USB flash drive of a Letter of Interest **up to 2:00 p.m. local time on September 30, 2020, to the Project Controls Office, Greater Orlando Aviation Authority, at the Orlando International Airport, 11312 Terminal C Service Road, Bldg. 16, Orlando, Florida 32824**. Any Letters of Interest received after the time and date stated above will not be considered and will be returned unopened. Letters of Interest shall be submitted in sealed packages clearly labeled, **"Letter of Interest for Specialty Automated People Mover (APM) and Passenger Rail Systems Consulting Services (W420)".**

***PDF submission requirements:** All documents shall be PDF/A compliant. PDF/A compliant documents have embedded fonts and do not reference external files. Layers shall not be preserved from CADD drawings. Scanned documents shall be created as PDF/A compliant, made text searchable and have a minimum resolution of 300 dpi. Submittals in PDF format shall have navigational bookmarks inserted in lieu of any tabs required in the hard copy. The entire submittal shall not exceed a single USB flash drive. In cases where there are discrepancies between the PDF and hard copy, the hard copy shall take precedence.

LETTER OF INTEREST REQUIREMENTS

Letters of Interest in print form shall include the following: one (1) volume, addressing each numbered subsection in the order requested, indexed, and clearly identified. The information submitted for Items 1-2 (excluding tabs) shall not exceed 20 one-sided 8-1/2"x11" pages in Arial font with no smaller than 12 pitch font. **Letters of Interest that are not in compliance with the requirements may be downgraded accordingly.**

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

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

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

c) A statement declaring the type of business relationship the Proposer will use (i.e., a single company, joint venture or other form of business relationship to perform the Services), and that such entity (or each entity in the case of a joint venture or partnership between two or more entities) possesses a Certificate of Authority to provide the Services. If the Proposer is a joint venture or partnership, the Qualifying Experience in Section 3 may be satisfied by the joint venture, partnership entity, or any member entity thereof. Please state whether the joint venture or partnership entity is currently in existence, is being formed specifically for this Project, or whether it will be formed upon award. If it is formed specifically for this project or will be formed upon award, please provide a form of the Joint Venture or Partnership Agreement.

d) A statement of compliance with the non-competition clause as defined within the Fixed Guideway Transportation Systems (FGTS) State Safety and Security Oversight (SSSO) Program Standard dated May 2018.

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

a) A comprehensive approach to provide the required Services for both APM and passenger rail (light rail, commuter rail and intercity rail systems) systems.

b) A narrative on why the Proposer should be selected to provide these Services, including:

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

ii. A description of Proposer's capabilities and prior experience in concept development and design implementation of new APM and new passenger rail systems.

iii. A description of Proposer's capabilities and prior experience in the rehabilitation and overhaul of existing APM vehicles and other major APM subsystems.

iv. A description of Proposer's capabilities and prior experience in the modernization of existing APM systems and other major APM subsystems.

v. A description of Proposer's capabilities and prior experience in the planning and design development of APM and passenger rail system stations.

vi. A description of Proposer's capabilities and prior experience in the

development of ridership projections for APM and passenger rail systems.

vii. A description of Proposer's prior experience working in an operating airport or as a consultant to a passenger rail transit system supporting a municipality or other public facility,

viii. A specific discussion of involvement on other projects where APM and passenger rail systems have been linked or connected.

c) A narrative explaining the Proposer's previous experience in the management of a Florida Department of Transportation (FDOT) System Safety Program Plan (SSPP), including the Proposer's role in the Program.

d) A one (1) page description of the Proposer's quality control program for providing the proposed Services. Include the proposed method for communication and coordinating with the Authority, its other consultants and other interested governmental agencies.

3. **Qualifying Experience** - It is preferred that Proposers and their key personnel have prior experience as the prime consultant on a minimum of two (2) similar projects or consulting agreements within the last five (5) years, each involving systems with a minimum construction value of not less than fifteen million dollars ($15,000,000). Include a completed USGSA Form 330 for the Proposer and each proposed subconsultant. In addition to the Form, please provide the following information:

e) List each qualifying project and other similar projects, which best represent the Proposer's skill and experience in providing services of the size, type and complexity of the advertised Services for this Agreement and provide a reference to the specific section of the Form 330 describing each of these listed projects.

f) List no more than three (3) key personnel for the Proposer and no more than three (3) key personnel for each subconsultant and provide a resume showing the experience of the proposed key personnel on similar projects. Include an Organization Chart for reference.

g) List prior experience coordinating with, meeting the requirements on projects funded by and in accordance with the rules and regulations of the following public/governmental agencies: the Federal Rail Administration, Federal Transit Administration, Federal Aviation Administration, the Transportation Security Administration, the Florida Department of Transportation, the Orlando Utilities Commission and any other applicable federal or state agencies.

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

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

http://www.orlandoairports.net/small_business.

The Proposer shall prepare a written action plan that demonstrates the Proposer's understanding and commitment to comply with the requirements of the Authority's MWBE, LDB/VBE and DBE participation programs.

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

Questions concerning the MWBE, LDB/VBE, or DBE programs can be addressed to the Aviation Authority's Office of Small Business Development, Attn. Mr. George Morning, Director, Greater Orlando Aviation Authority, Orlando International Airport, 5850-B Cargo Road, Orlando, FL 32827; Phone: (407) 825-7133, Email: george.morning@goaa.org, or to Mr. Somdat Jiawan, Manager, Small Business Programs, at Phone: (407) 825-3481, Email: sjiawan@goaa.org. Proposers shall be solely responsible for confirming MWBE, LDB/VBE, and DBE subconsultants' experience, capacity, certification and any other information related to the Services.

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

a) Professional Liability – Minimum of $5,000,000 per claim and annual aggregate with maximum deductible or self-insured retention in an amount not exceeding $100,000. Any deductible or self-insurance retention should be indicated on the Proposer's certificate of insurance.

b) Commercial General Liability (CGL) – Minimum of $5,000,000 per occurrence and annual aggregate, with maximum deductible or self-insured retention in an amount not exceeding $100,000. Any deductible or self-insurance retention should be indicated on the Proposer's certificate of insurance.

c) Automobile Liability – Minimum of $5,000,000 per occurrence, with maximum deductible or self-insured retention in an amount not exceeding $100,000. Any deductible or self-insurance retention should be indicated on the Proposer's certificate of insurance.

d) Worker's Compensation - (statutory limit)

Employer's Liability:	$500,000 - each accident
	$500,000 disease - policy limit
	$500,000 disease - each employee

Policy terms must be acceptable to the Authority and must comply with the Authority's requirements for insurance.

NOTE: If the Proposer is a joint venture or partnership, which is not currently in existence, the above-requested documentation shall be submitted from each entity of the proposed joint venture or partnership. If the successful Proposer is a joint venture or partnership, the joint venture or partnership must be the policyholder of the insurance required.

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

   a) Evidence that the Proposer and the proposed key personnel and subconsultants, if any, are properly licensed to perform the services, such as copies of the applicable licenses and certifications.

   b) Evidence that the Proposer is properly formed, incorporated, or registered with the State of Florida, such as a copy of the electronic certificate of status that was generated from the Florida Department of State, Division of Corporations website within the last 30 days.

   NOTE: If the Proposer is a joint venture or partnership, which is not currently in existence, the above-requested documentation shall be submitted from each entity of the proposed joint venture or partnership.

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

   If the Proposer is a joint venture or partnership, which is not currently in existence, the above-requested documentation shall be submitted from each entity of the proposed joint venture or partnership.

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

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

NOTE: If the Proposer is a joint venture or partnership, which is not currently in existence, the above-requested documentation shall be submitted from each entity of the proposed joint venture or partnership.

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

EVALUATION AND AWARD CRITERIA

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

Following submission, the Authority's Professional Services Committee (PSC) intends to shortlist no less than three (3) Proposers. Among the factors that will be considered in selecting the Proposers who will be short listed are their qualifications, approach to providing the Services, ability to provide the required Services, prior experience on similar projects, their past performance with the Authority (if applicable), their past performance with other entities, level and quality of small business participation, and the responses to the inquiries set forth above. The Authority reserves the right to solicit from available sources relevant information concerning a Proposer's past performance and may consider such information in its selection of shortlisted Proposers.

Shortlisted Proposers will be scheduled for an interview, presentation or both. Following shortlisting, and interviews or presentations, the Authority shall make a final ranking and select in order of preference, based on the above information, weighing of factors provided by the Consultants' Competitive Negotiations act (Section 287.055, Florida Statutes), and interview results, in order to select for award the most highly qualified Proposer(s) to perform the requested services.

The Authority intends, but is not obligated, to enter into a non-exclusive agreement with the selected Proposer to perform the required Services for the Project. **The term of this agreement shall be for a period of three (3) years with optional renewal periods of two (2) additional one (1) year terms, to be exercised at the discretion of the Authority and accepted by both parties.** The extent and scope of the Services, along with the fees for such Services will be negotiated with the selected Proposer but will be subject to approval by the Authority. Should the Authority be unable to negotiate a satisfactory contract with the Proposer considered to be the most qualified, at a price the Authority determines to be fair,

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

The Authority reserves the right to waive any informality in the Letters of Interest, to reject any and all Letters of Interest, to re-advertise for Letters of Interest or to elect not to proceed with the Project for any reason. All recommendations and decisions regarding award of the Project shall be made at open public meetings in accordance with the requirements of Florida Statute 286.011, and all interested parties are invited to attend such meetings. In accordance with Florida Statute 287.055 (10), the Authority declares that all or any portion of the documents and work papers prepared and submitted pursuant to this invitation shall be subject to re-use by the Authority.

ADDITIONAL INFORMATION

Proposer's personnel will be required to meet the Greater Orlando Aviation Authority's (Authority) requirements for security background checks. All personnel requiring unescorted access to a secure or sterile area of the airport must undergo a Criminal History Records Check (CHRC) and are subject to the requirements of Title 49 of the Code for Federal Regulations Part 1542 or 1544 and the Airport Security Improvement Act of 2000.

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

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

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

Authority contracts require contractors/consultants to comply with the requirements of E-Verify. Contractors/consultants will be required to utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (E-Verify), in accordance with the terms governing the use of the system, to confirm the employment eligibility of persons employed by the contractor/consultant, during the term of the contract, to perform employment duties within Florida. Prime contractors/consultants are required to include an express provision in their subcontractor/subconsultant agreements requiring the subcontractors/subconsultants to do the same.

GREATER ORLANDO AVIATION AUTHORITY

By: M. Carson Good
Aviation Authority Chairman

EXHIBIT C – INVOICES

Invoice Instructions

1. Invoices must be received by the Owner no later than the 25th day of the month in order to be processed for payment prior to the end of the following month. The Consultant shall pay each Sub-consultant or supplier for satisfactory performance of their contracts no later than 30 days from receipt of each payment from the Owner. The invoices shall be prepared and submitted by the Consultant on the Owner's standard Professional Services Invoice form, a copy of which is attached herein. All project information must be included on the form including any addendum, amendment, FAA, and FDOT project numbers if applicable and the Owner's project number and project name. The Consultant's corresponding project number should also be included. Any omitted information may cause delays in processing the invoice or return of the invoice to the Consultant for further information and resubmission. The Balance Remaining column shall not show negative values against the contract amount. The invoice must be signed and dated by a Principal or Officer of the Consultant before submission to the Owner. Consultant's signature certifies that, except as specifically indicated on the documents attached to the Professional Service Invoice, there are no Claims of Sub-consultants or Suppliers as of the date of the Professional Service Invoice that have not been completely resolved, that the Consultant has no knowledge of any unresolved Claims by Sub-consultants or Suppliers, that all Sub-consultants and Suppliers have been paid to date from funds received for previous Professional Service Invoices and that payment has not been previously received.

2. The portion of the amount invoiced for the Consultant's services rendered on a Lump Sum Fee basis, including any reimbursable expenses included as a component of the Lump Sum Fee, will be based upon the Consultant's estimate of the percentage of work completed at the time of billing. If the Owner considers that the completion status indicated in the invoice is representative of actual progress on the Project, the invoice will be approved for payment accordingly. If the Owner considers that the progress on the invoice has not been achieved, then the Owner will adjust the invoice accordingly, process payment for whatever adjusted amount is considered due based upon the Owner's assessment of actual progress achieved, and advise the Consultant in writing of the adjustment.

3. The portion of the amount invoiced for the Consultant's services rendered on a Not To Exceed Reimbursable Fee basis will be invoiced based upon the Services incurred at the time of billing. Each invoice shall include a summary spreadsheet showing total hours spent to date, total hours billed on the current invoice, and the hourly rate for each position that is to be compensated on a Reimbursable Fee basis. Timesheets are not required to be submitted with each invoice, but the Consultant shall maintain timesheets for all individuals billing for Services under this Agreement in the event that an audit is required.

4. The Not To Exceed Reimbursable Expenses, if any, shall be invoiced on an actual cost basis. Reimbursable expenses shall be limited to deliverables requested by the Owner. Any other expenses must be pre-approved by the Owner's Department Manager. A summary spreadsheet listing each reimbursable expense shall be included with each invoice. No mark-up on any Reimbursable Expenses will be permitted. All invoices for Reimbursable Expenses must include complete backup documentation for all expenses, including original invoices, bills, receipts, and other reasonable documentation. No travel expenses will be reimbursed unless they were incurred and documented in strict accordance with the Owner's Travel Policy and no travel expenses will be reimbursed for travel within the local area.

5. The Owner's Disbursement Form must be prepared and submitted with the invoice for processing. Each invoice will include an original disbursement form for the applicable Services performed by the Sub-consultants at the time of billing. All project information must be included on the form including any addendum or amendment numbers if applicable. The Consultant's corresponding project number should also be included. Complete the evaluation of Sub-consultants section with the submission of the Final Invoice. Any

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

GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport

PROFESSIONAL SERVICES INVOICE

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

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

Reference FAA AIP / FDOT JPA Nos.: _____

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

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

Signature Block - Consultant, by and through the undersigned Principal/Officer, hereby certifies that, except as specifically indicated on the attached documents, there are no Claims of Subconsultants or Suppliers as of the date of this Professional Service Invoice that have not been completely resolved, that the Consultant has no knowledge of any unsolved Claims by Subconsultants or Suppliers, that all Subconsultants and Suppliers have been paid to date from funds received for previous Professional Service Invoices and payment has not been previously received for the services currently being billed.

Attachments:
1) Disbursement Form
2) If NTE Services - Summary Sheet of Staff (Names & Hours)
3) If NTE Reimbursable Expenses - Back up (invoices)

Name:

Company:

Addendum/Amendment Nos.

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

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

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

Addendum/Amendment Nos.

CONSULTANT DISBURSEMENTS

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

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

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

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

EXHIBIT D – OWNER'S TRAVEL POLICY

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1. Objective

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

2. Definitions

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

Authorized Travelers

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

Business Client. Any person, other than an Authority member, employee, consultant, or other traveler, who receives the services of or is subject to solicitation by the Authority in connection with the performance of its lawful duties; persons or representatives of firms considering or being solicited for investment, or for location, relocation, or expansion of a business, in the Authority's airport system; and other business, financial, promotional, or other persons affiliated with the Authority's airport system.

Common Carrier. Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.

Complimentary Upgrade. Any seat assignment arranged in advance by specific request of the traveler or by an airline employee that provides the Authorized Traveler with a class of travel in excess of the airfare paid and which conflicts with Policy 204.01 – Code of Ethics and Business Conduct.

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

Denied Boarding Customer. Those Authorized Travelers that have been denied boarding a flight by the Airline because of overbooking, mechanical problems or other flight delays.

Domestic Travel. Travel within the 48 continental United States.

Emergency Notice. Notification given to a traveler less than 24 hours prior to the start of a travel period.

Entertainment Expenses. The actual and reasonable costs of providing hospitality for business clients or guests, which costs are defined and prescribed as hereinafter set forth.

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

International Travel. Travel outside the 48 contiguous United States, to include Alaska, Hawaii and US possessions.

Most Economical Method of Travel. The mode of transportation (Authority-owned vehicle, privately owned vehicle, common carrier, etc.) and schedule of transportation, taking into consideration the following:

- the purpose and nature of the travel;
- the most efficient and economical means of travel (considering the time length of the trip, number of connections, time of day, cost of transportation and Per Diem or subsistence required, early booking of airline reservations to take advantage of discounted fares); and
- the number of persons making the trip and the amount of equipment or material to be transported.

Official Headquarters. The airport to which the Authority member, employee or other traveler is assigned.

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

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

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

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

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

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

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

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

3. General Policy

1. Travelers are expected to exercise the same care in incurring travel expenses that any prudent person exercises when traveling on personal business.

2. It is the responsibility of the traveler to comply with this policy and to be knowledgeable of the nature and extent of reimbursable expenses.

3. It is the general policy of the Authority to reimburse reasonable travel, meals and entertainment expenses, incurred during authorized travel, subject to any limitations provided for in this policy.

4. If an Authorized Traveler or Business Client on a trip deviates from this policy and procedure for justifiable reasons, the circumstances of the deviation and the reasons therefore are to be documented and reviewed for approval by the Chief Executive Officer.

5. If an Authorized Traveler is an employee of the City of Orlando Police Department (OPD) who is assigned full-time duty status to the OPD Airport Division to perform services for the Authority, in accordance with Amendment #10 to Operation and Use Agreement between the City of Orlando and the Authority for such services, the Authorized traveler shall adhere to Policy Section 412, Management, Budget and Accounting Department

established by the City of Orlando (City Travel Policy) and Section 1706.5, Travel/Training Policy and Procedure established by the Orlando Police Department (OPD Travel Policy). To the extent that differences exist between this Policy 430.02, Authorized Travel Expense and Subsistence, and the City Travel Policy and/or the OPD Travel Policy, the provisions of City and OPD policies shall prevail, in accordance with the above referenced Agreement.

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

4. Planning and Approving

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

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

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

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

2. Department Responsibilities. The Department Director shall have the responsibility to review all travel requests and ensure their compliance with policy and procedures.

3. Travel Services' Responsibilities. Travel Services shall be responsible for arranging travel plans, including Daily Travel that has conference or seminar registration, rental car or airfare, in accordance with policy and procedure. All airfare and other travel reservations will be made by Travel Services or its authorized representative, such as a local or nationally recognized travel agency, unless otherwise approved by the Chief Executive Officer, in accordance with Form 430.02.01, Authorized Representative for Travel Services. Travel Services may provide options for lodging, airfare, and other expenses if deemed cost-effective.

4. Use of Internet. Airline reservations can be made by Travel Services or its authorized representative using the internet, by either accessing the travel agent's website or other travel websites. Authorized Travelers may use the internet to research fares and other travel expenses for trip planning purposes.

5. Special Conditions of Travel

1. Authorized Travelers Other Than Authority Board Members or Employees. The Chief Executive Officer may approve travel by persons who are serving as consultants or advisors when such travel is on behalf of the Aviation Authority (excluding those consultants and advisors whose contract specifies the terms of travel). Travel expense provisions may be made within the consulting agreement and approved as part of the agreement, subject to the maximum limits for reimbursement provided for in this policy. If no provision is reflected in the agreement, complete justification must be submitted prior to approval. Travel expenses for authorized persons shall adhere to the same rates and guidelines as those for Authority Board members, employees and other travelers.

2. Travel and/or Entertainment of Business Clients or Guests. Actual and reasonable travel and entertainment expenses incurred by Authority Board members or employees on behalf of a Business Client or authorized guest shall be paid directly to third party vendors when practical. The Chief Executive Officer may

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

3. Joint Travel Missions. On occasion, the Aviation Authority will enter into a joint travel mission that may be for business, economic, or tourist development reasons with organizations including, but not limited to, the Economic Development Commission, the Orlando Orange County Convention and Visitors Bureau, Chamber of Commerce, etc. When these joint ventures are undertaken, the Aviation Authority will pay travel costs based upon the invoice submitted by the host agency which will be generally distributed among agencies in a predetermined manner. Travel Services will perform procedures to determine that the amounts charged to the Aviation Authority are financially comparable to amounts which would be charged if the Aviation Authority were arranging the trip. Any meals, lodging or incidental expenses not included in the invoice will be reimbursed in accordance with the standard guidelines found elsewhere within these policies. All such travel shall be authorized in advance by the Chief Executive Officer.

4. Travel for Employment Interviews. Travel and transportation expenses of the Aviation Authority's employment applicants will be reimbursed in accordance with this policy. All travel arrangements and lodging will be made or approved by Travel Services.

5. Honorarium Travel. Travel in connection with Honorarium events may have related costs waived or paid by a sponsoring organization, if written acknowledgement is provided.

6. Complimentary Upgrades.
   a. Authorized Travelers will not accept a Complimentary Upgrade of seating on any flight.
   b. If an Authorized Traveler is deemed to have accepted a Complimentary Upgrade, the Authorized Traveler will pay to

the airline the lowest calculated difference between the class of travel purchased and the upgraded class.

c. The following are not considered Complimentary Upgrades:
   - Use of frequent flyer miles or other upgrade benefits to obtain a higher class of airfare.
   - Use of system-wide upgrades.
   - Compensation paid to passenger who qualifies as Denied Boarding Customer (DBC).
   - Standby Seats assigned by the airline, regardless of seat assignment.
   - Airline requests the Authorized Traveler to change seat/class due to the flight being oversold.

7. Most Economical Method. Authorized Travelers are required to use the Most Economical Method of travel. Travel Services may reserve refundable or nonrefundable airfares as deemed appropriate under the circumstances. If an Authorized Traveler departs early or returns late to take advantage of reduced airfares, lodging and meals will be reimbursed in accordance with this Policy, provided that a net savings to the Aviation Authority is realized and such savings are documented in advance with the Travel Authorization & Expense Report.

8. Physically Disabled, Sick, Injured, or Fatigued Travelers. Any traveler who is on authorized travel, and becomes sick or injured, to the extent they can no longer perform the Aviation Authority's business, may be eligible to continue receiving meal allowances, and other reasonable expenses during his or her incapacitation. This eligibility may extend until such time as the Authorized Traveler is able to continue to perform the Aviation Authority's business, or return to official headquarters, whichever is earlier.

   In order to qualify, the traveler must notify the Department Director, Senior Director and/or Chief Executive Officer as soon as possible, but not later than 24 hours after incurring the illness or injury, and receive authorization for continued reimbursement. Notwithstanding any provision contained herein to the contrary, the Aviation Authority may reimburse or pay travel expenses incurred by the physically fatigued or disabled traveler, which are in excess of the travel expenses ordinarily authorized, provided such excess travel expenses are reasonable and necessary under the circumstances for the safe travel of the physically disabled or fatigued individual. Any and all reasonable and necessary expenses being claimed by the traveler must be accompanied by sufficient documentation to justify the expense(s).

9. Emergency Travel. The Chief Executive Officer may authorize travel for any employee, Authority Board member, or other traveler pursuant to emergency notice. The requirements of Section 4.1 of this policy may be waived at the discretion of the Chief Executive Officer whenever travel is pursuant to emergency notice. Travel Expense Reports shall be submitted upon completion of travel in accordance with Section 13 herein.

10. Election of Reimbursement Method. A consistent method of reimbursements for meals and/or lodging shall be elected for each travel request, as follows:

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

    1) a Per Diem of $50 per day (inclusive of meals and lodging) or,

    2) a standard meal allowance plus lodging and incidentals (with receipts for lodging and applicable incidentals).

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

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

    2) Reimbursement of meals and incidentals based on actual receipts, not to exceed 150% of published amounts, plus reimbursement for lodging based on actual receipts not to exceed 150% [prorated for day rate or early check-in, in accordance with Section 6.2(b)] of published amounts.

6. Rates of Payment

1. Per Diem.

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

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

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

2. Lodging. A traveler may be reimbursed for the actual cost of a single occupancy hotel room for travel that requires overnight absence from official headquarters. Travel Services will consider, in the following order of importance, the traveler's safety, the convenience of the hotel location for the traveler's business, the duration of transportation and the time of commencement and/or conclusion of Aviation Authority business, and the rate guidelines as outlined in the paragraph below, when making hotel reservations. Lodging expenses must be substantiated by an itemized receipt.

   a. Domestic Lodging Rates. Reimbursement or payment for domestic lodging is limited to the group rate, if available. If a group rate is not available, lodging expenses are limited to reasonable amounts for the area traveled. Primary responsibility for the reasonableness of amounts charged rests with the approving authority as indicated under Section 4.1 herein.

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

c. In-State Lodging -- Tax Exemption. When reserving lodging within the State of Florida, an Aviation Authority credit card payment or an advance check shall be made payable to the lodging facility being used, to ensure exemption from sales tax. Travel Services or its authorized representative, will make the appropriate arrangements with the lodging facility and Finance.

d. Non-reimbursable Expenses. Additional amounts charged to the room, including but not limited to movies or alcoholic beverages, will not be reimbursed. Snacks and non-alcoholic beverages from mini bars can be reimbursed if included in the Per Diem reimbursement.

3. Meals. In order to comply with the IRS regulations, two meal allowance standards are being allowed. The traveler must elect one of the two methods, receipted or unreceipted, and apply that method consistently throughout his or her Travel Period.

    a. The unreceipted meals allow the traveler to be reimbursed up to a standardized amount without a need to submit receipts.

    b. Receipted meals allow the traveler to be reimbursed up to a specified amount, but must be accompanied by a receipt reflecting the amount spent on the meal. The receipt must be a machine validated itemized cash register or credit card receipt. Stubs from guest checks are not acceptable.

    c. Meal Allowances for Domestic and International Flights. For the purpose of determining meal allowance, the Travel Day shall begin two hours before departure on domestic flights and three hours before departure on International flights.

        1) Travel Within the US or Two Cities Within Another Country
        When traveling between cities where meal allowance varies, the traveler will be reimbursed at the allowance rate for the city in which the meal is consumed.

        2) Travel Between Countries
        When traveling between countries where the meal allowance varies, an Authorized Traveler

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

d. Meal Allowance Traveling via Ground Transportation. Travel involving ground transportation shall commence at the time of departure. However, meals during Daily Travel, as defined in Section 2, shall not be reimbursed.

e. Domestic Meals. Domestic unreceipted meals will be calculated at the maximum amount for cities as listed in the current GSA CONUS guide. Receipted meals will be reimbursed at actual amounts not to exceed the GSA CONUS amount plus 30% (multiply the GSA CONUS amount by 1.3 and round up to the nearest dollar).

f. International Meals. These will be reimbursed in accordance with the Standardized Regulations, either at: (1) the Per Diem amounts for meals and incidentals at 100% of the current rate (without need for receipts); or (2) actual itemized receipts not to exceed 150% of the current rate. Either method selected generally shall include any and all meal gratuities, unless documented in writing and approved by the Aviation Authority under Section 4.1. The method for reimbursement shall be consistent for all meals on a trip. The current rates of international meal allowances shall be available from Travel Services.

g. Allocation of Meal Reimbursement. All meal reimbursements will be allocated and reimbursed as listed below. Authorized meal allowances are generally inclusive of any and all gratuities. Exceptional gratuities must be documented in writing and approved by the Aviation Authority under Section 4.1.

20% for breakfast if authorized travel commences after midnight and before 8 a.m. or if authorized travel ends after midnight and before 12 noon and for authorized Travel Days between the day travel commences and the day it ends.

30% for lunch if authorized travel commences before 1 p.m.. or if authorized travel ends after 1 p.m. and for Travel Days between the day authorized travel commences and the day it ends.

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

h. Allocation of Meal Allowances. Any meal expenditure incurred by an Authorized Traveler while with a Business Client or authorized Guest shall be separately reimbursed in accordance with Section 10 of this policy. When a meal is reimbursed as an Entertainment Expense, the allocable portion of the daily meal allowance for that meal will not be reimbursed.

i. Expenditure Amounts. Limitations on expenditures set forth above are applicable to Authorized Travelers when not accompanied by a Business Client or authorized Guest. When accompanied by a Business Client or Guest, expenditures shall be made in accordance with Sections 5 and 10 of this policy.

j. Complimentary Meals. If a complimentary or sponsored meal is provided or is included in a registration fee paid by the Aviation Authority, it shall be the traveler's option to accept or decline these meals. Continental breakfasts and snacks do not constitute complimentary meals.

7. Transportation

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

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

2. Commercial Air Travel. Commercial air travel will be by premium economy (however this may be designated by an airline). First class rates may be authorized by the Chief Executive Officer, (1) if a statement from the common carrier or Travel Services or its authorized representative is included with the travel request stating that premium economy class [or

business class in accordance with (a) (1), (a) (2), or (b) below] is not available for the date and time the travel is requested, or (2) for medical reasons, if substantiated in writing by a physician.

a. International Airfare. The Chief Executive Officer may authorize a traveler to use an airline's business class for any International Travel segment to avoid or minimize undue physical fatigue due to length of trip, number of travel segments, or changes in time zones, when pre-approved by the Chief Executive Officer in accordance with Form 430.02.02, Request for Pre-Approval to Travel in Business Class.

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

   (1) for International Travel if any segment of the flight exceeds 3 hours of travel.

   (2) if the flight has multiple segments, business class may be authorized when the entire flight from point of origin to point of destination (including any domestic segments of the trip) exceeds 5 hours.

   For purposes of this section, the term "business class" shall mean a class of travel for which the fare is greater than tourist, coach, or premium economy class but which is less than first class.

b. Domestic Airfare. Travel Services may book travel in business class if any segment of the flight exceeds 4 hours of travel.

c. Private Aircraft. Notwithstanding the provisions of the preceding paragraphs, a traveler on a private aircraft shall be reimbursed for the actual amount charged and paid for such traveler's fare up to the most economical cost of a coach class commercial airline ticket for the same flight, even though the owner or pilot of such aircraft is also entitled to reimbursement for transportation expense for the same flight. However, the owner or pilot may not receive from the Aviation Authority a combined amount which exceeds his or her actual expenses.

d. Unused Ticket. All unused portions of airline tickets for which the fare is paid or reimbursed by the Aviation Authority shall be forwarded to Travel Services by the traveler. A statement

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

e. Receipts. All travel expense reports with airfare must be accompanied by the ticket receipt.

f. Personal Travel. Personal travel combined with business trips are allowed when approved in advance. Personal travel must be taken on one's own time and at no expense to the Aviation Authority. Any additional expense over the ticketed cost as determined by this policy for the business portion of the trip is the responsibility of the traveler. Personal airfare must be reimbursed to the Aviation Authority in advance of the travel, if known. Unless Travel Services estimates that funds advanced will be greater than expenses to be reimbursed to the Authorized Traveler, an Authorized Traveler who alters travel plans for personal reasons should pay any additional cost of transportation directly to the Aviation Authority at the time of purchase or if paid directly to the provider, the employee will not charge such additional cost to the Aviation Authority nor request reimbursement of such additional cost.

3. Car Rentals

a. Authorization. Use of a rental car must be included on the Travel Authorization & Expense Report and deemed to be more economical, efficient or appropriate than alternative forms of ground transportation. Rental cars must be approved in advance by the Chief Executive Officer or Department Director.

b. State Contract. Whenever available, approved vehicles shall be rented in accordance with the intermediate size vehicle listed on the annual contract for rental cars competitively bid by the State of Florida. An explanation for use of rental cars obtained from a source other than the State contract vendor must be justified in writing and approved by the Chief Executive Officer in advance. Use of a rental vehicle larger than an intermediate size described in the State contract, which is required to transport business clients or materials, must be included in the Travel Authorization & Expense Report and approved by the Chief Executive Officer or Department Director in advance.

c. Insurance. Collision damage waiver insurance is required when renting a car for business travel. Normally, the State

Contract for rental cars includes this coverage in the rental rate for Authorized Travelers. Travel Services will inform the traveler if this insurance must be purchased separately at the time of travel.

4. Privately Owned Vehicles

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

An Authorized Traveler who requests, and is approved the use of a privately-owned vehicle, shall be entitled to a mileage allowance at the rate set forth in Section 7 or the air carrier fare for such travel, whichever is less.

All travel which is subject to a mileage allowance shall be shown from point of origin or the traveler's official headquarters, whichever is less, to point of destination and return, and if possible, shall be computed using a web based mapping program, such as MapQuest.

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

No reimbursement other than a mileage allowance shall be allowed for expenditures related to the operation, maintenance or ownership of a privately-owned vehicle, except as provided above and in the Incidental Expenses, Section 8.

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

a. Auto Allowance. The Chief Executive Officer may grant reasonable monthly allowances in fixed amounts for use of privately-owned vehicles on Aviation Authority business instead of the mileage allowances provided for herein. Such allowances shall be established by taking into account the customary use of the vehicle, the roads customarily traveled and whether any of the expenses incidental to the operation, maintenance or ownership of the vehicle is paid from public funds. Such allowance may be changed at any time, and shall

be made on the basis of a statement signed by the traveler and filed before the allowance is granted or changed, and at least annually thereafter.

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

5. Chartered Transportation
The Chief Executive Officer or Senior Director may authorize in advance travel to the extent feasible by chartered vehicle or carrier when necessary or where it is to the Aviation Authority's advantage, provided the cost of such transportation does not exceed the cost of transportation by common carrier.

6. Gratuitous Transportation
No traveler shall be allowed either mileage or transportation expense when gratuitously transported by another, or when transported by another traveler who is entitled to mileage or transportation expense.

8. Incidental Expenses

Receipts are required, when available, for the following incidental travel expenses when specific reimbursement is elected under Section5, Special Conditions of Travel.

- Convention and conference registration fees. Additionally, a traveler may be reimbursed for the actual and reasonable fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the Aviation Authority's participation at the conference or convention, including, but not limited to, banquets and other meal functions. It shall be the traveler's responsibility, however, to substantiate that such charges are proper and necessary.

- Reasonable tips and gratuities based on the Tipping Standard Guide of the United States, i.e. Valet Attendant $2, Skycap at the airport, Hotel Doorman and Hotel Bellman $1 per bag, not to exceed 20% of the underlying expense. Gratuities for meal

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

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

- Laundry and Pressing. When authorized travel extends beyond 4 days, the traveler may be reimbursed for laundry, dry cleaning, and pressing costs when substantiated by receipts.

- In countries where a language barrier may exist, reimbursement for expenses such as taxi fare, currency exchange fees, or tolls may be made without receipts provided that a statement is attached to the travel report and detailing non-receipted expenses.

- Other travel related incidentals of nominal cost necessary for authorized travel, when substantiated by a receipt. In those isolated situations where receipts are not available, reimbursement may be made provided that a statement by the traveler is attached to the travel report which details non-receipted expenses.

9. Travel Advances

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

- If two or more travel reports are outstanding, no additional travel advances will be issued.

- For any advance that is outstanding for more than 30 days, and is directly attributable to the traveler's failure to properly file the report in a timely fashion, payroll deduction will automatically be made.

10. Entertainment Expenses

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

1. Tangible Items. Hospitality in the form of tangible items, such as tie tacks, medallions, paperweights, and other non-consumable items are distributed by the appropriate Department. Non-consumable items shall be requisitioned through normal purchasing procedures.

2. Recreational Activities. Hospitality in the form of recreational activities may be provided and shall be requisitioned through normal purchasing procedures when possible.

3. Entertainment. Actual and reasonable entertainment expenses incurred by Authority Board members, employees and other authorized persons as described in Section 5 are allowable under this policy only when in the presence of or when physically accompanying a Business Client or authorized Guest.

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

11. Operational and Promotional Advances

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

12. Receipts

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

13. Reporting

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

2. International Travel. An employee must submit a completed Travel Authorization & Expense Report with required documentation to the Finance Department no later than the earlier of 30 working days after the travel period has ended or upon receipt of the credit card statement verifying the international currency exchange rates. A copy of the applicable credit card statement, or appropriate receipts, must be submitted with the Travel Authorization & Expense Report.

3. Reporting Requirements. The following shall be included in completed Travel Expense Reports:

   a. Trip Benefits. Trip benefits shall be stated on the Travel Authorization & Expense Report indicating significant benefits realized by the traveler as a result of the trip for all travel other than local travel.

   b. Program Agenda. If not available upon completion of travel, include a statement to that effect on the Travel Authorization & Expense Report.

   c. Significant Deviations from Estimated Expenses. Significant deviation from estimated expenses (i.e., more than 20% and greater than $250) shall be explained in the Travel Authorization & Expense Report approved by the approving authority as indicated under Section 4.1 herein.

4. Routing of Completed Travel Authorization & Expense Reports. Completed Travel Authorization & Expense Reports will be reviewed for compliance with this policy by the Finance Department. Audit procedures may be performed by the Internal Audit Department with assistance from external auditors as required.

5. Funds Due Aviation Authority. Any funds advanced in excess of the travel expenses incurred and allowed should be reimbursed to the Authority's Finance Department and a cash receipt form obtained no later than 20 working days for Domestic travel, and 30 working days for International travel, after the travel period has ended. A copy of the cash receipt must be attached to the travel expense report.

6. Funds Due Traveler. Travel Authorization & Expense Reports showing an amount due to or on behalf of an Authorized Traveler will be processed for payment in accordance with standard payment procedures. Payment of undisputed items will be processed for payment within 2 payment cycles.

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

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

APPROVAL AND UPDATE HISTORY

Re-numbering Format and Authority	August 28, 1991 (R)
Last Approval	Authority Board: February 21, 2018 Chief Executive Officer: January 28, 2014
Supersedes:	All Previous

M. Irizarry Feb 23 2018 2:50 PM
cosign

GREATER ORLANDO AVIATION AUTHORITY

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

AUTHORIZED REPRESENTATIVE FOR TRAVEL SERVICES

TO: Chief Executive Officer

FROM: _____

DATE: _____

SUBJECT: Travel to_____ Dates of Travel _____

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

_____

_____

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

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

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

Traveler _____ Date _____

Department Director_____ Date _____

Senior Director_____ Date _____

Chief Executive Officer_____ Date _____

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

By: _____ Date_____
Comments:

GREATER ORLANDO AVIATION AUTHORITY

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

REQUEST FOR PRE-APPROVAL TO TRAVEL IN BUSINESS CLASS*

TO: Chief Executive Officer

FROM: _____ Ext._____

DATE: _____ Dates of Travel _____

SUBJECT: Travel to _____

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

_____

_____

_____

_____

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

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

Traveler_____ Date_____

Department Director_____ Date_____

Senior Director_____ Date_____

Chief Executive Officer_____ Date_____

*In accordance with Policy 430.02, Section 7, business class shall mean a class of travel for which the fare is greater than tourist, coach, or premium economy class, but which is less than first class.

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

By: _____ Date_____
Comments:

EXHIBIT E – INSURANCE LIMITS

1.0 Insurance Limits

The Consultant shall furnish insurance with the following limits for the period of time required by this Agreement for work Inside the Aircraft Operations Area:

Type of Policy	Limits
Commercial and Contractual General Liability (per claim): Maximum Deductible or Self-insured Retention:	$5,000,000 $100,000
Automobile Liability: Maximum Deductible or Self-insured Retention:	$5,000,000 $100,000
Workers Compensation and Employers' Liability	Statutory Limit $500,000 each accident $500,000 disease-policy limit $500,000 disease-each employee
Professional Liability and Errors and Omissions (per claim): Maximum Deductible or Self-insured Retention:	$5,000,000 $100,000

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

2.0 Insurance Certificates

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

Orlando International Airport
Specialty Automated People Mover (APM) and Passenger Rail Systems Consulting ServicesInsured: Lea & Elliott, Inc.

STATEMENT OF AGENT OR BROKER

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

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

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

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

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

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

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

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

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

Policy #	Coverage	Self-Insured Retention Amount	Deductible Amount

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

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

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

Signature: Sharron Vance **Date:** 12/16/2020

Printed Name: Sharron Vance **Broker/Agency Name:** MMA, SW

Phone: 972-770-7180 **Fax:** _____ **E-mail:** sharron.vance@marshmma.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2020

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

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

PRODUCER	CONTACT NAME: Sharron Vance
MHBT, a Marsh & McLennan Agency, LLC company 8144 Walnut Hill Lane, 16th Fl Dallas TX 75231	PHONE (A/C, No, Ext): 972-770-1600 FAX (A/C, No): 972-770-1699 E-MAIL ADDRESS: sharron_vance@mhbt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED LEAELL
Lea + Elliott, Inc.
2505 N Highway 360, Suite 750
Grand Prairie TX 75050

COVERAGES **CERTIFICATE NUMBER:** 110041380 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY Claims Made Policy			AEH003010479	12/31/2020	12/31/2021	AGG/PER CLAIM DED PER CLAIM	$10,000,000 $100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NCP 2575
Passenger Rail Systems Consulting Services (W420)

CERTIFICATE HOLDER

Greater Orlando Aviation Authority
Project Controls Office
Orlando International Airport
11312 Terminal C Service Road
Building 16
Orlando FL 32824

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2020

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

PRODUCER MHBT, a Marsh & McLennan Agency, LLC company 8144 Walnut Hill Lane, 16th Fl Dallas TX 75231	CONTACT NAME: Sharron Vance PHONE (A/C, No, Ext): 972-770-1600 FAX (A/C, No): 972-770-1699 E-MAIL ADDRESS: sharron_vance@mhbt.com
INSURED LEAELL Lea + Elliott, Inc. 2505 N Highway 360, Suite 750 Grand Prairie TX 75050	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Phoenix Insurance Company — 25623 INSURER B : Travelers Property Casualty Co of Amer — 25674 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 978773786 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6300J182776	12/31/2020	12/31/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X TRIA Included						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Ben	$ 1,000,000
A	AUTOMOBILE LIABILITY			BA1R696388	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP0J186081	12/31/2020	12/31/2021	EACH OCCURRENCE	$ 11,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 11,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UB8L804634	12/31/2020	12/31/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Additional Insured form #CGD604 edition (03/13) applies to the General Liability policy. The General Liability policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

Waiver of subrogation form #CGD415 edition (05/08) applies to the General Liability policy. The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

Primary & Non-Contributory General Liability form #CGD604 edition(03/13). The General Liability policy contains an endorsement with "Primary and Non Contributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.
See Attached...

CERTIFICATE HOLDER

Greater Orlando Aviation Authority
c/o Ebix RCS
P.O. Bx 257, Ref. #115-201302-APM
Portland MI 48875-0257

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: LEAELL

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MHBT, a Marsh & McLennan Agency, LLC company	Lea + Elliott, Inc. 2505 N Highway 360, Suite 750 Grand Prairie TX 75050
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

☐

Additional Insured form #CAT474 edition 02/16) applies to the Automobile Liability policy. The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

Waiver of subrogation form #CAT353 edition (02/15) applies to the Automobile Liability policy. The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

Form CAT474 edition (02/16)provides Primary/Non contributory Coverage on the Automobile Liability policy. The Automobile Liability policy contains an endorsement with "Primary and Non Contributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

Waiver of subrogation form #WC420304b applies to the Workers Compensation policy. The Worker's Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

Notice of Cancellation form #ILT405 edition (03/11) applies to the General Liability policy.
Notice of Cancellation form #ILT405 edition (03/11) applies to the Automobile Liability policy.
Notice of Cancellation form # WC420601 applies to the Workers Compensation policy. Notice of Cancellation form # ILT405 edition (03/11) applies to the Umbrella policy.

The General Liability, Automobile Liability, Worker's Compensation and Umbrella policies includes a blanket notice of cancellation to the certificate holder endorsement, providing for (30) days' advance written notice if the policy is canceled by the company, or 10 days' written notice before the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

Reference #115-201302-APM
Completed Certificate Holder reads: The Greater Orlando Aviation Authority, the City of Orlando and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens advisory committees of each), officers, agents and employees, where required.

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TRAVELERS

One Tower Square, Hartford, Connecticut 06183

BUSINESS AUTO
COVERAGE PART DECLARATIONS

POLICY NO.: BA1R696388
ISSUE DATE: 12/31/2020

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS.

LIABILITY COVERAGE – COST OF HIRE RATING BASIS FOR AUTOS USED IN YOUR MOTOR CARRIER OPERATIONS (OTHER THAN MOBILE OR FARM EQUIPMENT)

LIABILITY COVERAGE	ESTIMATED ANNUAL COST OF HIRE FOR ALL STATES	PREMIUM
PRIMARY COVERAGE	$	$
EXCESS COVERAGE	$	$
	TOTAL PREMIUM	$

For "autos" used in your motor carrier operations, cost of hire means:

(a) The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,

(b) The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by the lessor or an "employee" of the lessee, or any other third party, and

(c) The total dollar amount of any other costs (i.e., repair, maintenance, fuel, etc) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

LIABILITY COVERAGE – COST OF HIRE RATING BASIS FOR AUTOS NOT USED IN YOUR MOTOR CARRIER OPERATIONS (OTHER THAN MOBILE OR FARM EQUIPMENT)

LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
PRIMARY COVERAGE		$	$
EXCESS COVERAGE	FL	$ IF ANY	$ 146
		TOTAL PREMIUM	$ 146

For "autos" **NOT** used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

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ITEM FOUR
SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS. (CONT'D)

PHYSICAL DAMAGE COVERAGES – COST OF HIRE RATING BASIS FOR ALL AUTOS (OTHER THAN MOBILE OR FARM EQUIPMENT)

COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With a Driver)	PREMIUM
COMPREHENSIVE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.		$
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		$
COLLISION		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DEDUCTIBLE FOR EACH COVERED AUTO.		$
			TOTAL PREMIUM	$

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented, or borrowed with a driver.

ITEM FIVE
SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
OTHER THAN GARAGE SERVICE OPERATIONS AND OTHER THAN SOCIAL SERVICE AGENCIES	NUMBER OF EMPLOYEES	120	$ 3,751
	NUMBER OF PARTNERS (ACTIVE AND INACTIVE)		$
GARAGE SERVICE OPERATIONS	NUMBER OF EMPLOYEES WHOSE PRINCIPAL DUTY INVOLVES THE OPERATION OF AUTOS		$
	NUMBER OF PARTNERS (ACTIVE AND INACTIVE)		$
SOCIAL SERVICE AGENCIES	NUMBER OF EMPLOYEES		$
	NUMBER OF VOLUNTEERS WHO REGULARLY USE AUTOS TO TRANSPORT CLIENTS		$
	NUMBER OF PARTNERS (ACTIVE AND INACTIVE)		$
		TOTAL PREMIUM	$ 3,751

PRODUCER OFFICE

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POLICY NUMBER: BA1R696388

COMMERCIAL AUTO
ISSUE DATE: 12/31/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

SEE CA T8 07

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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POLICY NUMBER: 6300J182776

COMMERCIAL GENERAL LIABILITY
EFFECTIVE: 12/31/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that:

   a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and

   b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

   is an insured, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

      (1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

         (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

         (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

      the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

      (2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

         (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

         (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

      the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

      (3) If neither Paragraph **(1)** nor **(2)** above applies:

         (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

         (b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section **III** – Limits Of Insurance.
   b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
      (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
      (2) Supervisory, inspection, architectural or engineering activities.
   c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
   d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph **3.** above.
5. The following is added to the **DEFINITIONS** Section:

   "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

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ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

a. After the signing and execution of the contract or agreement by you; and

b. While that part of the contract or agreement is in effect.

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POLICY NUMBER: 6300J182776 & BA1R696388 ISSUE DATE: 12/31/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation: _30_____**

PERSON OR ORGANIZATION:

ADDRESS:

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

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POLICY NUMBER: 6300J182776

COMMERCIAL GENERAL LIABILITY
Effective: 12/31/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS INDUSTRY*EDGE*℠ ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Broadened Named Insured
B. Incidental Medical Malpractice
C. Reasonable Force – Bodily Injury Or Property Damage
D. Non-Owned Watercraft – Increased To Up To 75 feet
E. Aircraft Chartered With Pilot
F. Extension Of Coverage – Damage To Premises Rented To You
G. Personal Injury – Assumed by Contract
H. Increased Supplementary Payments
I. Additional Insured – Owner, Manager Or Lessor Of Premises
J. Additional Insured – Lessor Of Leased Equipment
K. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises
L. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations
M. Who Is An Insured – Newly Acquired Or Formed Organizations
N. Injury To Co-Employees And Co-Volunteer Workers
O. Medical Payments Limit
P. Knowledge And Notice Of Occurrence Or Offense
Q. Other Insurance Condition
R. Unintentional Omission
S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract
T. Amended Bodily Injury Definition
U. Amended Insured Contract Definition – Railroad Easement
V. Additional Definition – Written Contract Requiring Insurance

PROVISIONS

A. BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The Named Insured in Item 1. of the Declarations is amended as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

   Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission

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committed by any of your "employees" who is employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic, in providing or failing to provide "incidental medical services" or "Good Samaritan services" to a person.

2. The following is added to the **DEFINITIONS** Section:

   a. "Incidental medical services" means medical, surgical, dental, laboratory, x-ray or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances; or first aid.

   b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

3. The following is added to **Paragraph 2.a.(1)** of **SECTION II – WHO IS AN INSURED**

   Paragraphs **(1) (a), (b), (c)** and **(d)** above do not apply to any of your "employees" who are employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic but only while performing the services described in Paragraph **1.** above and while acting within the scope of their employment by you. Any such "employees" rendering "incidental medical services" or "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

4. The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

   Sale of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The following is added to Paragraph **4.b., Excess Insurance,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

   This insurance is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to you or any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" or "Good Samaritan services", except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

6. The following is added to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE:**

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" in providing or failing to provide "incidental medical services" or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

C. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion **a., Expected Or Intended Injury,** in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft,** in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

   (2) A watercraft you do not own that is:

   (a) Less than 75 feet long; and

   (b) Not being used to carry any person or property for a charge.

2. The following is added to **SECTION II – WHO IS AN INSURED:**

   Any person who, with your expressed or implied consent, either uses or is responsible for the use of a nonowned watercraft that is less than 75 feet and not being used to carry person or property for a charge is included as an insured under this Coverage Part.

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E. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This exclusion does not apply to an aircraft that is:

(a) Chartered with a pilot to any insured; and

(b) Not owned by any insured.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

   Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

   a. Fire;

   b. Explosion;

   c. Lightning;

   d. Smoke resulting from such fire, explosion, or lightning; or

   e. Water.

   A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**

2. The insurance under this Provision **F.** does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

   a. Rupture, bursting, or operation of pressure relief devices;

   b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or

   c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. The following replaces Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE**

   Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

   The Damage To Premises Rented To You Limit will be the higher of:

   a. $300,000; or

   b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

G. PERSONAL INJURY – ASSUMED BY CONTRACT

The following replaces Exclusion **e., Contractual Liability** in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

H. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph **1.b.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES:**

   b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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2. The following replaces Paragraph **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

I. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

   a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and

   b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that "written contract requiring insurance".

2. The insurance provided to such additional insured under this Provision **I.** is subject to the following provisions:

   a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and

   b. The insurance afforded to such additional insured does not apply to:

      (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

      (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

      (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision **I.** does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

J. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

   a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and

   b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this Provision **J.** is subject to the following provisions:

   a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and

   b. The insurance afforded to such additional insured does not apply:

      (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

      (2) If the equipment is leased with an operator.

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3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

M. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4.a. of **SECTION II – WHO IS AN INSURED**:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period.

N. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to **SECTION II – WHO IS AN INSURED**:

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.
3. Subparagraphs **2.a.(1)(a)**, **(b)** and **(c)** and **3.a.** of **SECTION II – WHO IS AN INSURED** do not apply to "bodily injury" for which insurance is provided by paragraph **1.** or **2.** above.

O. MEDICAL PAYMENTS LIMIT

The following replaces paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or
b. The amount shown on the Declarations for Medical Expense Limit.

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or**

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Suit of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

Q. OTHER INSURANCE CONDITION

1. The following replaces Paragraph **4., Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

   4. Other Insurance

   If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

   a. Primary Insurance

   This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insurance" by the method described in **c.** below.

   b. Excess Insurance

   This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

   (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";

   (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

   (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

   (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion **g.** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability; or

   (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

   When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

   When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

   (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and

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(2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. **Method Of Sharing**

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

2. The following definition is added to **SECTION V – DEFINITIONS:**

"Other insurance":

a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:

(1) Another insurance company;

(2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph **5.** of **LIMITS OF INSURANCE** (Section **III**) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph **4.** of **LIMITS OF INSURANCE** (Section **III**) applies;

(3) Any risk retention group;

(4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or

(5) Any similar risk transfer or risk management method.

b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph **6. Representations** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision **R.** does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-

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son, including death resulting from any of these at any time.

U. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. Subparagraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section is replaced by the following:

   c. Any easement or license agreement;

2. Subparagraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

V. ADDITIONAL DEFINITION – WRITTEN CONTRACT REQUIRING INSURANCE

The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or written agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 03 04 (B)

POLICY NUMBER: UB8L804634

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

   Name of person or organization

   ☒ Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

   The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/31/2020 Policy No. UB8L804634 Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 12/31/2020 ST ASSIGN:

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 42 06 01 (00) –

POLICY NUMBER: UB8L804634

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

1. NUMBER OF DAYS ADVANCE NOTICE: 30 (or **)
2. NOTICE WILL BE MAILED TO:

** Number of days Notice specified in the Certificate of Insurance to all holders of such certificates.

DATE OF ISSUE: 12/31/2020 ST ASSIGN: