

Greater Orlando Aviation Authority
Addendum No. 19
Job Order Construction Services
(Page 1 of 2)

THIS ADDENDUM, made and entered into this day of May 6, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, ("Owner") and **GOMEZ CONSTRUCTION COMPANY**, ("Contractor").

WITNESSETH

WHEREAS, on **October 1, 2021**, Owner and Contractor entered into a contract to provide continuing vertical construction services at the Orlando International Airport, Orlando Executive Airport and other facilities operated by the Owner (the "Base Agreement"); and

WHEREAS, the Owner wishes to have the Contractor perform certain services relating to **Project No. V-S00053** for project named **HVAC Damper at Brightline Station**, at Orlando International Airport, hereinafter referred to as the "Work" as specified and agreed to below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

1. The Contractor shall perform the Work for the **Direct Negotiated** amount of:

SCHEDULE OF PRICING

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	AMOUNT
1	Labor and Materials	\$73,118.27	LS	1	\$58,118.27
1	Labor and Materials	\$15,000.00	NTE	1	\$15,000.00
		\$			\$
TOTAL					\$73,118.27

2. The Contractor shall furnish all labor, materials and equipment necessary to perform the Work, as further described herein, which includes all plans, drawings, specifications and other documents as incorporated or referenced herein and made a part of this Addendum with the same effect as if they had been set forth fully in the body of this Addendum. The Work shall be performed in accordance with the terms of the Base Agreement unless modified by these Contract Documents.

3. The Contractor shall not begin the Work required under this Addendum until the Notice to Proceed date.

4. The Contractor shall perform the Work in accordance with all applicable federal, state and local laws, regulations, rules and ordinances now in effect or hereafter amended.

5. The Contractor agrees to enter into a formal agreement with the proposed MWBE/LDB sub-contractors.

6. **PUBLIC ENTITY CRIMES ACT:** The Contractor represents that it is not precluded from submitting a bid or proposal under Section 287.133(2)(a), which provides as follows: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in Florida Statutes s.287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7. **DISCRIMINATORY VENDOR LIST:** The Contractor represents that it is not precluded from submitting a bid or proposal under Section 287.134, which provides as follows: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity unless that entity or affiliate has been removed from the list pursuant to Florida law.

8. FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) QUALIFICATION (if applicable): The Contractor represents that neither it nor its affiliates have had their Certificate of Qualification suspended, revoked or denied by the FDOT, or determined by the FDOT to be a non-responsible contractor.

9. LOBBYING PROHIBITION: In accordance with Florida Statutes Section 216.347, no funds received pursuant to this contract may be expended for lobbying the Florida Legislature, judicial branch or any state agency.

PAYMENT & PERFORMANCE BONDS: ☐ Required ☒ Waived

WORK INCLUDES: ☒ Construction Only ☐ Design and Construction

SCHEDULE OF ATTACHMENTS

ATTACHMENT NO.	DESCRIPTION	DOCUMENT DATE & # OF PAGES
1	Section 00 11 00, Summary of the Work	05/2023, 3 pages
2	Section 01 21 00, Allowances	07/2019, 2 pages
3	Contractor's Proposal	04/18/2024, 21 pages
4	Section 65 19.29, Final Release Form	07/2023, 1 page
5	Section 65 19.33, Subcontractor Final Release Form	07/2023, 1 page
6	Current Division 0/Division 1/Specification List	03/2022, 1 page

CONTRACT TIME:

- Substantial Completion 90 Calendar Days from Notice to Proceed Date
- Final Completion 45 Calendar Days from Actual Substantial Completion Date

LIQUIDATED DAMAGES:

Late Substantial Completion \$ 0.00 Per Calendar Day
Late Final Completion \$ 0.00 Per Calendar Day

Gomez Construction Company


By:  427KLJ2V-4W6KQJ5X

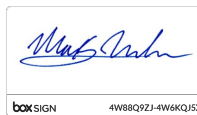
Branch Manager

Title

Construction Committee Approval Date: April 30, 2024

Notice to Proceed Date: _____

Greater Orlando Aviation Authority


By:  4W88Q9ZJ-4W6KQJ5X

Max Marble
Sr. Vice President, Capital Programs

Approved as to Form and Legality
(for the benefit of GOAA only)
this day of May 3, 2024



By:  1JB8LKS1-4W6KQJ5X
NELSON MULLINS BROAD AND
CASSEL, Legal Counsel
Greater Orlando Aviation Authority

MEMORANDUM

TO: Members of the Construction Committee

FROM: Scott Shedek, Vice President of Construction

DATE: April 30, 2024

ITEM DESCRIPTION

Request for Approval of a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with Gomez Construction Company for V-S00053 HVAC Damper at Brightline Station at the Orlando International Airport

BACKGROUND

The above-referenced project is to provide design, fabrication, and installation of a new damper in the ITF to prevent sweating of ductwork. The new damper will be a fire/smoke combination damper connected to the building fire life safety system.

ISSUES

Duration of the project is 90 calendar days for Substantial Completion and 45 calendar days for Final Completion, with an anticipated Notice-to-Proceed (NTP) date of May 07, 2024. Liquidated Damages are defined as \$0.00 per calendar day for late Substantial Completion, and \$0.00 per calendar day for late Final Completion.

This continuing contractor was selected for this project based on (☒ all that apply):

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

SMALL BUSINESS

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

ALTERNATIVES

None.

FISCAL IMPACT

Funding is from previously approved Operations & Maintenance Funds (FY 2024). Funding source verified by Melvin Martinez of Construction Finance on 04 / 24 / 24 as correct and available.

RECOMMENDED ACTION

CC
ITEM IV-D
4/30/2024

It is respectfully requested that the Construction Committee approve a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with above-referenced continuing contractor in the total direct-negotiated amount of \$73,118.27, which includes a Lump Sum amount of \$58,118.27 and allowance(s) totaling the amount of \$15,000.00 and waive the requirement for Performance and Payment Bonds.

The invoicing method for this Job Order Contract will be:

☒ Lump Sum (with Allowances)

Payment Method: Payment on Allowances will be authorized only after an Allowance has been converted to an approved Change Order (or Field Change Order).

Lump Sum	\$58,118.27
Allowance(s) (NTE)	\$15,000.00
TOTAL	\$73,118.27
AAC – Compliance Review Date	YR 04/19/2024
AAC – Funding Eligibility Review Date	04/23/2024

SECTION 01 10 00 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and Agreement/Provisions of Contract, including Contractual Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 PROJECT DESCRIPTION

- A. Project/Work Identification:
- B. The General overall description of the Work of the Contract for the:
ITF Damper installation

can be summarized for purposes of administration and payment in the manner of project segments as follows:

provide an inline fire/smoke combo damper within the duct run to prevent sweating of duct work

- C. The specific scope included in this ~~bid package~~ direct negotiated Job Order is defined in the scope documents prepared by the OAR via walks and other communication.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of the premises to construction activities within areas indicated; allow for any Owner and tenant occupancy and use by the public on the airport roadways.
 - 1. Minimize any disruption to all operating areas, including roadway and parking areas.
 - a. Existing public services and utility systems shall remain in operation during the construction period, excluding times required for installation of new work unless specifically allowed by the Contract.
 - b. Schedule and coordinate outages and interruptions of public service with the OAR. See the specific forms for processes and time constraints. Utilize the following forms list below and in the "Construction Forms" Section:
 - 1) Form #018 System Interruption/Utility Outage Notification.
 - 2) Form #018a System Interruption/Utility Outage Notification Procedured.
 - 3) Form #018b Roofing Impact Notification
 - 4) Form #018c Security System Interruption/Outage Request
 - ~~2. Provide all temporary directional signage, safety, and barricading required for BHS operations to maintain operations.~~
 - ~~a. Submit a plan indicating signage, safety, and barricading for access routes, storage areas and work sites, at the pre-construction meeting.~~

3. ~~Directional signing at the access gate and or along the delivery route to the storage area or work site shall be as directed by the OAR.~~
4. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
5. Access to site shall be shown on the plans or as directed by the OAR. Do not permit any unauthorized construction personnel or traffic on the site. Provide for traffic control to and from the various construction areas. Immediately clean-up any debris deposited along the access road as a result of construction traffic.
 - a. Keep driveways and entrances serving the premises clear and available to the Owner, Tenant, their employees at all times, and the public. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
6. All material orders for delivery to the site will use as a delivery address the access point at the Contractor's storage site.
 - a. Coordinate with the OAR and allow for the least possible disruption of the facility's normal operations for delivery of materials and removal of demolished and discarded materials.
 - b. Delivery of materials and removal of demolished and discarded materials shall be scheduled as follows:
 - 1) Schedule and coordinate all deliveries and removal of debris with the OAR.
 - 2) Schedule all other deliveries and removal of debris as directed by the OAR.
 - 3) Work may be completed during normal business hours
7. The limits of construction material storage areas, equipment storage areas, and parking areas shall be as indicated in the approved site utilization plan or as directed by the OAR. Erect and maintain suitable fencing, marking and warning devices suitable for both day/night use to delineate the perimeter of all such areas. ~~Refer to specification Section 01 55 30.01 Requirements for Use of South Canal Road.~~
 - a. ~~Parking management cards may be used to provide contractor parking in the terminal garages and terminal top parking for the NTS work only. These cards will cost \$60 per card per month, taxes not included.~~
8. Coordinate construction activities with those departments or vendors operating within the of the APM/ITF.

1.4 OWNER OCCUPANCY

- A. Full Owner Occupancy: The Owner, its tenants, and the public will occupy the site and existing building and adjacent facilities (outside the limits of the construction area unless specified) during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts, facilitate occupancy usage, and protect persons and property in the project area during the entire

construction period. Perform the Work so as not to interfere with the Owner's operations.

1. All work may be carried out without time restrictions, unless otherwise directed by the Owner except for below:
2. Primary work will be night work, roofing and any other work that does not interfere with BHS Operations can be conducted during daytime hours

1.5 LAWS, PERMITS, AND REGULATIONS

- A. Comply with all applicable laws, ordinances, regulations, codes, ADA requirements.
- B. Obtain and pay for all license and permits, all fees and charges for connection to outside services and parking for Contractor's vehicles.
- C. Abide by FAA and Owner's safety and security regulations and procedures relative to access to, and work in, Airport Operations Areas and secured facilities.
- D. Comply with Owner's insurance requirements.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 21 00 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Conditions of the Contract, including other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
- B. All applicable allowances are listed on the Bid Form.

1.3 SCOPE, SELECTION AND PRICING

- A. For each Work item covered by an allowance, including concealed conditions, the Contractor shall submit a Request for Change Order (RCO) at the earliest practical date after award of the Contract or upon discovery of the condition. The RCO shall include the scope of work, the schedule and the amount of allowance to be used for the Work item. The OAR will process a Contract Modification for the Work item in accordance with the terms of the Contract. Note that the General Conditions outline the various types of Contract Modifications as well as various methods of payment, including Force Account provisions.
- B. At the OAR's request, submit proposals for each applicable allowance item for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by the OAR. Do not begin Work on an item covered by an allowance until a Contract Modification has been authorized by the Owner.

1.4 SUBMITTALS

- A. General: Submit proposals for the work included in allowances, in the form specified for Change Orders.
 - 1. Submit invoices or delivery slips to show the actual quantities of materials delivered to the site for use in fulfillment of each allowance.

1.5 ALLOWANCES

- A. Use the allowance only as directed by the OAR or Owner for the Owner's purposes. The inclusion of Allowances in the Contract is not a guarantee that payment will be made for any amount of the allowance unless the Owner has determined there has been full compliance with the Contract Documents for each Allowance.

- B. Allowances shall only include the Contractor's direct costs and mark-up in accordance with the Changes in the Work Article of the General Conditions.

1.6 UNUSED ALLOWANCES

- A. At Project close-out, credit all unused Allowance monies to the Owner by Change Order.

PART 2 - PART 2 - PRODUCTS (Not Applicable)

PART 3 - PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an Allowance promptly upon delivery for damage or defects. Report findings and proposed corrective action to the OAR in writing.

3.2 PREPARATION

- A. Coordinate all work for each Allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

Allowance 1: Electrical infrastructure - \$10,000.00

Allowance 2: Permits and Fire Alarm Panel Programming - \$5,000.00

END OF SECTION 01 21 00



Gomez Construction Company
750 Jackson Avenue
Winter Park, Florida 32789
407-628-4353 phone
407-645-2499 fax

4/18/2024

GOAA ITF EF-5-1 Damper Install

Summary of Work Included:

1. Full time supervision
2. Labor support as needed
3. Complete Engineering as required
4. After GOAA Approval 100% permit documents
5. Permitting with the City of Orlando
6. Furnish and install of new automated damper
7. Electrical, Fire Alarm, and Controls as required
8. All required testing/commissioning
9. See attached sketch

Code	Description of the Item	Est. QTY	Unit	Unit Cost	Total Cost	Subcontractor / Supplier
1000	GCC Project Support Equipment	1	LS	650.00	\$ 650.00	GCC
1220	GCC skilled Labor	1	LS	0.00	\$ -	GCC
1230	GCC Project Manager	1	LS	6,577.60	\$ 6,577.60	GCC
1231	GCC General Foreman	1	LS	5,128.00	\$ 5,128.00	GCC
	Permit	1	LS	5,000.00	\$ 5,000.00	GCC
GCC Subtotal					\$ 17,355.60	12,355.60
GCC Mark-Up 12%					\$ 2,082.67	1,482.67
TOTAL GCC					\$ 19,438.27	13,838.27
Subcontractors Scope of Work						
1	Engineering/Design	1	LS	\$ 12,200.00	\$ 12,200.00	Jensen Hughes
2	Mechanical/Damper	1	LS	\$ 13,800.00	\$ 13,800.00	Starr
3	Fire Alarm Relay/Connection	1	LS	\$ 15,000.00	\$ 15,000.00	Convergent
4	BAS/Electrical Allowance	1	LS	\$ 10,000.00	\$ 10,000.00	Allowance
5	Smoke Control Updates Allowance / Permit	1	LS	\$ 5,000.00	\$ 5,000.00	Allowance
Subtotal Subcontractors					\$ -56,000.00	41,000.00
GCC Mark-Up 8%					\$ 4,480.00	3,280.00
Total Subcontractors					\$ 60,480.00	44,280.00
Subtotal GCC & Subcontractors					\$ -79,918.27	58,118.27
Bond	Allowances	1.3%			\$ -728.00	15,000.00
Grand Total Building Costs					\$ 80,646.27	73,118.27

Notes

- 1 If Smoke Control panel needs updating, Add 5k (Added as allowance)
- 2 No new smoke/duct detectors anticipated or included

EDITS MADE BY DON CORTHELL, OAR W/CONCURRENCE FROM GOMEZ
4/19/24

MWBE/LDB Subcontractors		% of Contract	Subcontract Amount
1		0.00%	\$ -
2		0.00%	\$ -
Total Amount MWBE Subcontractors		0.00%	\$ -
GCC Project Support			
01231	GCC General Foreman	2 wks	2,564.00 \$ 5,128.00
1230	GCC Project Manager	2 wks	3,288.80 \$ 6,577.60
01220	GCC Skilled Labor (2 men)	0 wks	1,460.00 \$ -
GCC Project Support Equipment			
01234	Truck	0.5 MO	800.00 \$ 400.00
01514	Telephone	0.5 MO	500.00 \$ 250.00
1518	Temp Toilet	0 MO	250.00 \$ -
01720	Cleaning and temporary protection	0 wks	700.00 \$ -
01732	Dumpsters	0 EA	475.00 \$ -
Total			\$ 650.00

February 26, 2024

Mr. Peter Alvarez
Gomez Construction Company
750 Jackson Avenue
Winter Park, FL 32789

RE: MCO South Terminal ITF/Brightline

Dear Peter:

Jensen Hughes, Inc. (JH) has prepared this proposal to provide fire protection engineering consultation services for the above referenced project. The Scope of Work, in general, is to provide Fire Alarm Design Documents for the incorporation of a new Smoke Control Damper (installed by others) at the inlet to existing smoke control fan EF-5-1 at the MCO South Terminal ITF.

Scope of Services

Jensen Hughes proposes to provide the following scope of services ("Services"). The services are described in detail as follows:

DESIGN PHASE

1. Design Documents: Prepare in accordance with FBC, FFPC and Florida Administrative Code Chapter 61G32.008 to form the Basis of Design for the Installing Contractor to prepare Shop Drawings. The following will be shown;
 - Floor plans illustrating scope associated with addition of modules for supervision and control of the new smoke control damper to the existing, previously approved Fire Alarm System.
 - Sequence of Operations (input/output) modifications for the new smoke control damper (including all Verification tasks required by the applicable codes).

CONSTRUCTION PHASE

1. Review shop drawings and product data prepared by the installing contractor.

2. Testing: When modifications to the Mechanical/Fire Alarm Systems are complete, conduct one (1) site visit to observe testing of the new smoke control damper:
 - Observe functional testing of the new Smoke Control Damper including input/output sequence, annunciation, and manual override testing at the existing Smoke Control Panel. Testing to be done during normal working hours (M-F 8:00 AM-5:00 PM).
3. Prepare a letter report indicating the above testing was performed successfully.

Additional Services

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

Additional work may include, but is not limited to:

1. Attending additional meetings with the project team and/or Building and Fire Departments.
2. Additional site visits
3. Testing as may be required by NFPA 72 associated with modifying an existing Fire Alarm Control Panel program.
4. Preparation of documents for the installation of the new smoke control damper including, but not limited to, damper specification, installation location/methods, or power circuiting.
5. Test & Balance airflow testing or adjustment of any portion of the existing smoke control system.
6. Modification to the existing, previously approved Fire Fighter’s Smoke Control Panel.
7. Observation of testing of the complete Smoke Control System. The scope of testing is limited to the new damper.
8. Alternative Methods of Code Compliance Approach Letters/Equivalencies.
9. Additional consulting services beyond those described in the Scope of Services.

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

Client Responsibilities

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

1. Provide Jensen Hughes with copies of design drawings, including architectural, mechanical (HVAC), electrical, and other drawings in usable AutoCAD format.
2. Coordinate meetings with the design team and the Code Officials, if any.

Professional Fees

The proposed Scope of Services above will be provided by Consultant for a firm fixed fee as follows;

Design Phase: \$6,800

Construction Phase; \$5,400

Staffing

Consultant reserves the right to assign personnel on an “as-needed” basis or substitute equivalently experienced personnel upon prior written notice to Client. No increase in the budget or fee will be made for such change in personnel without Client approval.

Payments

Payment shall be made in US funds. Client shall supply invoicing information as requested in the Billing Contact Information form.

- + Jensen Hughes will invoice client monthly. Invoices are due upon receipt. Invoices are due 30 days from invoice date. Invoices remaining unpaid after thirty (30) days from receipt shall be subject to a service fee of 1.5% per month, and Consultant reserves the right to pursue all available remedies, including, without limitation, suspension of services, court costs, collection costs, reasonable attorneys' fees, expert fees, and all other costs allowed by law, which may be incurred by Consultant in pursuit of unpaid invoices.
- + Jensen Hughes reserves the right to withhold commencement of work until first payment is received.
- + All invoices will be submitted following Jensen Hughes' standard invoice format.
- + *Any deviation from Jensen Hughes' standard invoice format and submission process (including the use of customized billing formats and client portals for invoice submission) will result in a service fee of 1.5% over and above the agreed-upon fee.*

Order of Precedence

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

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

Terms + Conditions

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

Miscellaneous

This proposal is valid for ninety (90) days. All information contained in this proposal is considered proprietary and should not be shared without receiving written permission from Jensen Hughes.

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

Sincerely,

Jensen Hughes



Hamid R. Bahadori, PE
Director - Southeast

Attachments: Billing Contact Information, Exhibit A

Acceptance

Client has received and agrees to be bound by the terms of this Proposal, and the Consultant's Standard Terms and Conditions referenced herein (including written modifications agreed to by Client and Consultant, if any). Client's acceptance is indicated by signing where indicated below. Client's authorization notice to proceed binds Client to all terms and conditions as stated in this Proposal.

Jensen Hughes, Inc.:

Client:


SIGNATURE
Hamid R. Bahadori, PE
PRINTED NAME
Director - Southeast
TITLE
February 8, 2024
DATE

SIGNATURE

PRINTED NAME

TITLE

DATE

Billing Contact Information

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

Primary Billing Contact (Accounts Payable)

Name:

Email:

Phone:

☐ Email address(es):

Invoice Delivery Method + Destination:

☐ Mailing address:

☐ Other (web portal or other special instruction):

Statement Destination:

☐ Same as Invoice Destination

☐ Primary Billing Contact

☐ Primary Technical Contact

☐ Other:

Client or Project Special Billing Instructions

☐ Yes ☐ No

☐ Attached

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

☐ Yes ☐ No

Client Project, P.O. or Reference Number:

Exhibit A

Terms + Conditions

JENSEN HUGHES STANDARD TERMS AND CONDITIONS FOR GENERAL CONSULTING SERVICES – FLORIDA, US

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

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

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

4. INDEPENDENT CONTRACTOR - Client is engaging Consultant as an independent contractor, and not as an agent, employee, director or partner of Client. The parties agree that this Agreement does not establish a joint venture, employment or agency relationship. Nothing contained in this Agreement or any action by Consultant shall be construed to impose a fiduciary duty on Consultant or create a fiduciary relationship between Consultant and Client or between Consultant and any third party.

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

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

7. TERMINATION/SUSPENSION OF SERVICES

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

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

APRIL 12, 2021.KSC

and compensation shall be equitably adjusted to compensate for the period of suspension. If Client still fails to make payment or otherwise cure the breach following a suspension of Services, Consultant may terminate this Agreement upon an additional seven (7) days' notice.

8. PAYMENT

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

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

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

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

11. INDEMNIFICATION

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

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

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

12. INSURANCE

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

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

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

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

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

14. LIMITATION OF LIABILITY

a. THE CLIENT AND CONSULTANT HAVE DISCUSSED THE RISKS AND BENEFITS OF THE PROJECT AND THE COMPENSATION TO BE PAID TO CONSULTANT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT EXPRESSLY AGREES, FOR ITSELF AND ANYONE CLAIMING BY, THROUGH OR UNDER IT, THAT THE LIABILITY OF CONSULTANT, ITS SUBSIDIARIES, AFFILIATES AND SUBCONTRACTORS, INCLUDING THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS FOR ANY AND ALL CAUSES OF ACTION WHATSOEVER, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, INDEMNITY OR OTHERWISE, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT

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OR CONSULTANT'S PROFESSIONAL SERVICES, SHALL NOT EXCEED THE FEE PAID TO CONSULTANT. NEITHER CONSULTANT NOR THE CLIENT WILL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE, LOSS OF USE OR OTHER OPPORTUNITY, LOSS OF GOODWILL OR OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES. Client acknowledges that (i) without the inclusion of this limitation of liability provision, Consultant would not have performed the Services; (ii) it has had the opportunity to negotiate the terms of this limitation of liability as part of an "arm's-length transaction"; (iii) the limitation amount may differ from the amount of professional liability insurance required of Consultant under this Agreement; and (iv) the limitation of liability provision is merely a limitation, and not an exculpation, of Consultant's liability.

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

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

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

17. CONFIDENTIALITY - In the event Consultant or Client receives Confidential Information (as defined below) from the other party, whether disclosed in writing or verbally, the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services solely and exclusively for the Project, or (3) its consultants whose contracts include similar restrictions on the use of confidential information. As used herein, "Confidential Information" shall mean information relating to the other party or its business and which is specifically designated by the disclosing party as "confidential". These provisions shall not apply to information

in whatever form that is in the public domain, was previously known to and/or generated by Consultant, nor shall it restrict Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for Consultant to defend itself from any legal action or claim.

18. OWNERSHIP OF INTELLECTUAL PROPERTY AND DELIVERABLES

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

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

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

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

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

19. CERTIFICATE OF MERIT REQUIREMENT - The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the state where the Project is located. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the Standard of Care for a consultant performing professional services under similar

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circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the Standard of Care. This certificate shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

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

21. DISPUTE RESOLUTION - The parties agree to first try in good faith to settle between themselves any dispute arising out of or related to this Agreement ("Dispute"). In the event a Dispute between the parties is not resolved within thirty (30) days by direct discussions between the parties, the parties agree to submit the Dispute to non-binding mediation conducted by the American Arbitration Association or such other mediation service upon which the parties agree. In the event the parties are not able to resolve the Dispute by mediation, either party may elect to have the pending Dispute resolved by arbitration in accordance with the procedural rules of the American Arbitration Association as presently published and existing. Unless otherwise agreed, the arbitration proceeding shall take place in the state where the project is located. The cost and expenses of the arbitrator(s) shall be shared equally by the parties. Each party shall be responsible for its own costs and expenses in presenting the Dispute for arbitration. The parties agree to be bound by the decision of the arbitrator(s) and the award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY DISPUTE. In any event, the maximum amount recoverable by Client will not exceed the amount or include the types of damages waived in the Limitation of Liability provision above.

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

23. ENVIRONMENTAL CONDITIONS, FIRES & ACTS OF TERRORISM

a. For purposes of this section, "Environmental Conditions" means the presence at the Project site of hazardous wastes, hazardous substances, asbestos, asbestos-containing materials ("ACM"), suspected asbestos-containing materials ("SACM"), polychlorinated biphenyls, lead, lead-based paint, urea-formaldehyde-containing materials, mold, biohazards, biological agents, radioactive materials, or any other hazardous or toxic substances as defined by any federal, state, or local statute, regulation, code,

or ordinance. Client acknowledges that Consultant shall have no responsibilities or duties relating to the identification, discovery, presence, handling, removal, abatement or disposal of, or exposure (including exposure assessment or control) of persons to, Environmental Conditions in any format the Project site, including any ACM or SACM located at or transported from the Project. Client acknowledges that it accepts responsibility for notifying the appropriate state and local Environmental Protection Agency and the United States Environmental Protection Agency for any ACM or SACM delineation, demolition, construction or repair work. Client further acknowledges that it accepts responsibility for any inspection required by the National Emissions Standards for Hazardous Air Pollutants ("NESHAP"), or any related state-delegated authority.

b. In no event shall Consultant be held liable or otherwise responsible for preventing any financial or physical damage, resulting from acts of terrorism or fires ensuing therefrom, including, but not limited to, chronic or acute injuries relating thereto (or arising out of), subsequent remedial activities undertaken relating thereto, or any other event or consequence thereof, associated countermeasures pursued or implemented by any federal, state, or local government representatives, or any of their contractors, or subcontractors, or any other public or private party in any way connected with addressing or dealing with anything covered by the Scope of Services, including, without limitation, acts of terrorism and fires ensuing therefrom.

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

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

a. Conflicts of interest shall be avoided or disclosed promptly to the other party.

b. Neither party has conducted or shall engage in any transaction or dealing with any prohibited person in violation of the U.S. Patriot Act or any OFAC rule or regulation.

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c. Both parties shall comply with all regulations of the Foreign Corrupt Practices Act ("FCPA"), other applicable United States laws, and other applicable foreign laws (including, but not limited to the OECD Convention on Combating Bribery of Foreign Public Officials) relating to the soliciting and performing work in foreign countries.

d. Neither party shall receive any contingent fees or gratuities to and from the other party, including their agents, officers, employees and sub consultants or others to secure preferential treatment.

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

27. EQUAL EMPLOYMENT - Consultant believes in the principles of equal employment opportunities and encourages a diverse workplace. Consultant does not discriminate in employment against any individual on the basis of race, sex, age, religion, disability, sexual orientation, national origin, ancestry, citizenship status, veteran status, Vietnam-era status, or any other protected status. Both parties shall abide by the requirements of 41 CFR 60-300.5(a). This regulation

prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Both parties shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

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

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

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5011 Batten Place
Orlando, FL 32809
Phone: (407) 299-6552
License CMC1249759

Feb 19, 2024

Quote #: Q24-40

Peter Alvarez
Gomez Construction

Project Site: OIA Brightline Train Station
Project Site Address: 10705 Jeff Fuqua Blvd, Suite 3564, Orlando, FL, 32827

Subject: EF-5-1 Smoke Exhaust Control Damper

Dear Peter Alvarez:

Starr Mechanical, Inc. (hereinafter, "Starr Mechanical") appreciates the opportunity to present this Proposal to Gomez Construction for the EF-5-1 Smoke Exhaust Control Damper to be performed during 2024 at the OIA Brightline Train Station located at 10705 Jeff Fuqua Blvd, Suite 3564, Orlando, FL, 32827.

Starr Mechanical hereby offers to perform the services detailed in this letter and the attached Proposal for the OIA Brightline Train Station at the prices and exclusively on the terms and conditions set forth in this Proposal, including those set forth in the Starr Mechanical, Inc. Standard Terms and Conditions of Sale and Starr Mechanical Price List dated January 1, 2024, in effect at the time the work is performed.

For your evaluation, this Proposal is divided into the following sections:

- Section 1 Scope of Work
- Section 2 Pricing, Clarifications, & Exclusions
- Section 3 Terms of quote and Commercial Conditions

Any purchase orders submitted as a result of this proposal should be sent electronically to:

jordan@starrmechanical.net and accounts@starrmechanical.net

Thank you for considering Starr Mechanical to perform this service. As always, please contact me if you have any questions regarding this Proposal or any other service.

Best regards,

Jordan Starr
Starr Mechanical, Inc.
407-299-6552
jordan@starrmechanical.net

Approved by (signature): _____

Approved by (print): _____

Date: _____

Section 1

Scope of Work

1. Base Scope of Work- EF-5-1 Smoke Exhaust Control Damper

1. Cut open existing smoke exhaust ductwork.
2. Provide and install (1) new Greenheck 70" x 32" extruded airfoil blade motorized volume control damper.
3. Provide (1) new 120 VAC two-position spring return actuator. Actuator to be installed and wired by others.
4. Provide and install (2) new 24" x 24" galvanized duct mounted access doors.
5. Seal ductwork and accessories after installation.
6. Provide clean up and debris removal from site.
7. All labor is based on normal business hours (7AM-5PM).
8. Provide 1-year workmanship warranty.

Section 2
Pricing, Clarifications, & Exclusions

2024 Pricing
Total Project Price...\$13,800.00

Pricing Notes, Clarifications, and Exclusions

1. Labor to perform above scope of work is **NOT** based on weekend/overtime hours.
2. Bonds or Bond costs are not included but can be provided for additional 3% of total price.
3. The above pricing ***does not include*** any ***additional wall framing needed for openings.***
4. The above pricing ***does not include*** any ***electrical work*** of any kind.
5. The above pricing ***does not include*** any ***automated controls work*** of any kind.
6. The above pricing ***does not include*** any ***structural steelwork*** of any kind.
7. The above pricing ***does not include*** any ***fire alarm or fire sprinkler work*** of any kind.
8. The above pricing ***does not include*** any ***fire or fire/smoke dampers.***
9. The above pricing ***does not include*** any ***engineering or engineered drawings.***
10. The above pricing ***does not include*** any ***roof patching or repairs.***
11. The above pricing ***does not include*** any ***permits or permitting fees.***
12. Any additional work not specified in the above scope of work will be considered extra work and will be billed according to the current Starr Mechanical price list at the time the work is performed.

Section 3

Terms of Quote and Commercial Conditions

Terms of Quote:

Proposal Validity - This Proposal is valid for thirty (30) days from the date of this letter unless otherwise extended, modified, or withdrawn in writing by Starr Mechanical and limits acceptance to the terms set forth herein. The return of a purchase order or any other reasonable manner of acceptance communicated to Starr Mechanical during such validity period will be sufficient to form an agreement on the terms and conditions of this Proposal. This proposal supersedes any previous proposal.

Confidential Information - This Proposal, including all of its attachments, exhibits, appendices, etc. is provided "as-is" for your evaluation of Starr Mechanical, Inc. ("Starr Mechanical") as the provider of work discussed therein and contains information that is confidential to and solely owned by Starr Mechanical. Your acceptance, viewing or storage of this Proposal is an acknowledgment of a confidential relationship between Gomez Construction and Starr Mechanical. We require that this Proposal be returned or destroyed when no longer required for the purpose identified herein. This Proposal and any information obtained from this Proposal may not be reproduced, transmitted, disclosed, or otherwise used, in whole or in part, without the prior written authorization of Starr Mechanical.

The above terms supersede any click-wrap or other terms not expressly set forth in a signed agreement between the parties covering the Proposal. All such click-wrap or other terms are expressly rejected by Starr Mechanical.

Terms of Payment - Invoices will be issued based on the following milestones:

- For all Service work on jobs lasting less than 10 business days, Invoices will be issued upon the completion of work
- For all contracted project jobs, a Schedule of Values will be determined upon contract award
- Starr Mechanical reserves the right to request up front payment for costs incurred prior to the job if delays are present in starting the work on site.

Invoices for any "Time and Material" or "Extra Work" billing will be issued approximately weekly. Payments are due and payable net within thirty (30) days from the date of each invoice.

General Commercial Conditions

Extra Work

Any additional work, including repairs performed by Starr Mechanical beyond the Scope(s) of Work or schedule defined in this proposal, may be performed on a "Time and Material" basis per applicable Starr Mechanical Price List in effect at the time the Scope(s) of Work is performed, or firm priced upon scope definition ("Extra Work").

Overtime Hours

The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Starr Mechanical any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.

Delays

For firm price offers, the price is conditioned upon the Scope(s) of Work specified in this proposal. This proposal is based on Starr Mechanical or one of its subcontractors performing the Scope(s) of Work in the time frame agreed on by the customer and Starr Mechanical. Starr Mechanical shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Starr Mechanical, Starr Mechanical shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute. Any as mentioned delays in performing the work outside of Starr Mechanicals' control, will be billed as "Extra Work". Additional equipment or tools shall be billed as necessary.

Site Safety and Security

Safety and security training and screening are based on Starr Mechanical standard policies. This proposal does not include additional time and/or expenses that may be required to meet site/project specific safety and security requirements unless specified otherwise in this proposal. Special requirements including, but not limited to, site/project specific

background checks, drug testing, safety training or certifications, or badging will be considered "Extra Work".

PO Terms and Conditions

This Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Starr Mechanical. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Starr Mechanical.

Proposal Validity

This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date shown on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.

Terms of Payment

Terms of payment are subject at all times to prior approval of Starr Mechanical's credit department. Terms of payment are net upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Starr Mechanical may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Starr Mechanical reserves the right to add to any account outstanding more than 30 days interest at 3% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Starr Mechanical including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.

Sales Tax

Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Starr Mechanical, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Starr Mechanical is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Starr Mechanical may stop all work under this Agreement or terminate this Agreement as set forth in paragraph "Terms of Payment" herein above.

Hazardous Materials

Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims, and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Starr Mechanical and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Starr Mechanical shall have the right to suspend its work at no penalty to Starr Mechanical until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Starr Mechanical reserves the right to engage others in a subcontractor status to perform the work hereunder.

Site Conditions

Customer agrees to provide Starr Mechanical personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted, specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Starr Mechanical shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Starr Mechanical.

System Design

This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse, or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Starr Mechanical.

Service Repairs

In the event that Starr Mechanical is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Starr Mechanical's control, Customer shall pay Starr Mechanical for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Starr Mechanical rates for performing such services.

Liability

Starr Mechanical shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect, or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Starr Mechanical. In no event will Starr Mechanical's liability for direct or compensatory damages exceed the payment received by Starr Mechanical from customer under the instant agreement.

Warranties

Starr Mechanical extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed unless a longer duration is expressly stated elsewhere in this Agreement. Starr Mechanical expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific service work done by Starr Mechanical. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.

Negligence

Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss, or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.

Agreement

This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Florida.

PROPOSAL

Date: April 16, 2024
Project: **Brightline EF 5-1 Damper add**
To: Gomez Construction
Attn: Peter Alvares

From: Jack Jones
Title: Project Manager
Email: jack.jones@convergent.com
Phone: 321.228.1644

PROJECT QUALIFICATIONS

Convergent Technologies is pleased to propose the following scope(s) of work:

EST Fire Alarm System Additions / Modifications: \$15,000.00(use tax inc.)

Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.

Inclusions:

- a. Proposal is valid for 30 days. If post 30, please verify pricing is still valid.
- b. Provide equipment, wiring, shop drawings, permitting, installation, programming and testing as required to provide a complete and functioning system utilizing email dated January 31, 2024 from Peter Alvares as reference.
- c. Utilizing the attached floor plan, we are proposing typical strobe coverage for the space.
- d. Price includes submittals, as-built drawings, close out documentation, training, pre-test and final test with AHJ.
- e. GOAA standard EST equipment is included to extend/modify the system for areas within scope.
- f. All fire alarm system cable shall be installed in a full conduit system (see exclusion a).
- g. Existing devices in spaces of construction will be safe-off and/or protected as necessary during construction.
- h. Zero (0) duct detectors or mechanical interface are included.

Exclusions:

- a. Not to be limited to, all interior and exterior conduit, junction boxes, fittings, connectors, terminal cabinets, jet line/mule tape and 120vac, penetrations, where required, for a complete and operational system.
- b. Convergent Technologies is not the Engineer of Record for the project. Should additional equipment or services be required than that included here within, there will be additional cost.
- c. Although Convergent is designing this space, if the City requires additional scope above that included, there will be additional cost.
- d. Installation of special back boxes provided by Convergent Technologies.
- e. Lifts, scaffolding or fire sealing of any kind.

CONVERGENT TECHNOLOGIES TERMS AND CONDITIONS

Version 1.09 April 2017

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed.
SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work and represents the entire agreement between Convergent and Customer (the "Agreement"). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following SOLE AND EXCLUSIVE warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent shall be primary to and noncontributory with the insurance afforded to Customer and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, and indemnity, and disputes shall survive the termination of this Agreement.

Brightline EF 5-1 Damper add

Purchaser: _____

Title: _____

Sign: _____

Date: _____

OAR Summary of Probable Construction Costs

V-S00053 HVAC Damper ITF

2.4.24

Item No.	Damper Install ITF	Qty	Units	Materials		Labor			Subtotals
				Unit Cost	Material Cost	Man hours	Unit Cost	Labor Cost	
1	Design docs								
2	CAD					24	\$ 74.00	\$ 1,776.00	\$ 1,776.00
3	Drawing review/asbuilt/field investigation					10	\$ 84.00	\$ 840.00	\$ 840.00
4	Design					18	\$ 124.00	\$ 2,232.00	\$ 2,232.00
5	Design review/QC					6	\$ 147.00	\$ 882.00	\$ 882.00
6	Construction Phase								
7	shop drawings review					10	\$ 124.00	\$ 1,240.00	\$ 1,240.00
8	Test/Commissioning					12	\$ 124.00	\$ 1,488.00	\$ 1,488.00
11	Engineers report					6	\$ 147.00	\$ 882.00	\$ 882.00
12	Mechanical Contractor								
13	70-x32 Fire/Smoke Damper	1	EA	\$ 2,875.00	\$ 2,875.00	48	\$ 54.00	\$ 2,592.00	\$ 5,467.00
14	permit	1	LS	\$ 1,150.00	\$ 1,150.00	4	\$ 54.00	\$ 216.00	\$ 1,366.00
15	demolish existing HVAC line	1	EA	\$ -	\$ -	48	\$ 54.00	\$ 2,592.00	\$ 2,592.00
16	rated access panels	2	EA	\$ 124.00	\$ 248.00	4	\$ 54.00	\$ 216.00	\$ 464.00
17	120v actuator	1	EA	\$ 840.00	\$ 840.00	16	\$ 54.00	\$ 864.00	\$ 1,704.00
18	duct seal, mesh, hangers	1	LS	\$ 440.00	\$ 440.00	12	\$ 54.00	\$ 648.00	\$ 1,088.00
19	Brackets	6	EA	\$ 32.00	\$ 192.00	12	\$ 54.00	\$ 648.00	\$ 840.00
20	site clean-iup daily					28	\$ 54.00	\$ 1,512.00	\$ 1,512.00
21	Fire Alarm								
22	Provide new relay	0	EA	\$ -	\$ -	32	\$ 40.00	\$ 1,280.00	\$ 1,280.00
23	Conduit and control wire	3	EA	\$ 44.00	\$ 132.00	16	\$ 40.00	\$ 640.00	\$ 772.00
24	programming	3	EA	\$ 54.00	\$ 162.00	16	\$ 40.00	\$ 640.00	\$ 802.00
25	Lift	1	EA	\$ 650.00	\$ 650.00	0	\$ -	\$ -	\$ 650.00
26	Electrical								
27	Raceway/infrastructure	150	LF	\$ 4.75	\$ 712.50	110	\$ 54.00	\$ 5,940.00	\$ 6,652.50
28	testing	1	LS	\$ -	\$ -	6	\$ 54.00	\$ 324.00	\$ 324.00
29	Fire Alarm Panel Upgrades/Programming								
30	Allowance	1	LS			1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
31						438			
32				Materials	\$ 7,401.50		Labor Total	\$ 32,452.00	
33				7% Tax	\$ 518.11		Burden	\$ 13,629.84	
34				Total Mat.	\$ 7,919.61		Labor Total	\$ 46,081.84	
35							Labor and Material Total	\$	54,465.45
37									
38	Contractor Support			Labor/Misc.			Contractor Support	\$	12,538.40
39	Working Foreman	90	HRS	\$ 43.00	\$ 3,870.00				\$ 67,003.85
40	Superintendant	45	HRS	\$ 50.00	\$ 2,250.00		GC Mark-up 15%	\$	10,050.58
41	Close-out tech		HRS	\$ 32.00	\$ -				
42	MOT-Adjust barricades as work progresses with Contractor owned barricades/cones	0	LS	\$ 1,200.00	\$ -				
43	UON Support/Coordination BHS	1	LS	\$ 650.00	\$ 650.00		Grand Total	\$	77,054.42
44	Scissor Lift	1	MO	\$ 650.00	\$ 975.00		Gomez Quote	\$	80,646.00
45	Phone	2	MO	\$ 150.00	\$ 300.00				
46	Truck	1	MO	\$ 1,100.00	\$ 1,650.00				
47	Dumpsters/Debris Removal-will use on site exisitng/site clean during operations	0	LS	\$ 650.00	\$ -				
48	Permit	0	LS	\$ -	\$ -				
49				Labor	\$ 6,770.00				
50				Burden 42%	\$ 2,843.40				
51				Equipment	\$ 2,925.00	\$12,538.40			

SECTION 00 65 19.29 - FINAL RELEASE FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, **conditioned upon payment** of the sum of _____ DOLLARS (\$_____) (final total Contract amount), paid by the Greater Orlando Aviation Authority (hereinafter referred to as "Owner"), does hereby fully and completely discharge and release the Owner from and waives any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the Contract between the parties, dated _____, known as "Bid Package V-S00053, HVAC Damper at Brightline Station, Orlando International Airport," except for those claims, disputes and other matters arising out of or relating to said Contract which have been raised by written demand in accordance with the Contract Documents prior to this date and identified by the Contractor as unsettled in the final Application for Payment.

The undersigned further covenants that all subcontractors, suppliers, materialmen and any or all other persons supplying material, supplies, services or labor used directly or indirectly in or for the Work will be paid in full upon receipt of final payment from Owner.

The undersigned shall maintain in full force and effect the provisions of the Contract Documents respecting the guaranty against defective work, and any other special guaranties required by the Contract Documents, for the terms provided in the Contract Documents, which terms shall begin to run from the date specified in the Contract Documents.

The undersigned represents and warrants that the statements contained in the foregoing Release are true and correct.

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, 2024.

Gomez Construction Company

By: _____

Title: _____

(CORPORATE SEAL)

Final Release Form must be signed by a corporate officer or such other representative of the Contractor with authority to bind the Contractor to this Release.

SECTION 00 65 19.33 - SUBCONTRACTOR FINAL RELEASE FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, conditioned upon payment of the sum of _____ DOLLARS (\$_____) (final total Contract amount), paid by the Contractor does hereby fully and completely discharge and release the Greater Orlando Aviation Authority from and waives any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the Project known as "Bid Package V-S00053, HVAC Damper at Brightline Station, Orlando International Airport," except for those Claims made in accordance with the Contract Documents prior to this date and identified by the Contractor as unsettled in the Contractor's final Application for Payment.

This Final Release and Waiver is conditioned upon receipt of the final payment from the Contractor in the amount of _____ Dollars (\$_____) and is not effective until that payment is received.

The undersigned further covenants that all sub-subcontractors, suppliers, materialmen and any or all other persons supplying material, supplies, services or labor used, directly or indirectly, on or for the Project have been paid in full.

The undersigned shall maintain in full force and effect all guaranties against defective work, and any other special guaranties required by the Subcontract.

The undersigned represents and warrants that the statements contained in the foregoing Release are true and correct.

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, 2024.

SUBCONTRACTOR (print/type name)

By: _____
(signature)

Title: _____

(CORPORATE SEAL)

Final Release Form must be signed by a corporate officer or such other representative of the Contractor with authority to bind the Contractor to this Release.

**CURRENT DIVISION 0, DIVISION 1 AND SPECIFICATIONS
FOR JOB ORDERS
(Continuing Vertical Construction Contracts)**

Unless the specific award provides otherwise, the Continuing Vertical Contractor shall perform all work awarded through an addendum in accordance with the following Contract Documents (or latest revision):

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>EDITION</u>
00 72 13	General Conditions of the Contract for Construction	03/2022
00 73 00	Supplementary Conditions of the Contract for Construction	03/2022
00 73 19.13	Hazardous Materials	03/2022
00 73 93	Special Conditions Regarding Construction at Airport Facilities	03/2022
00 73 93.01	Security and Badging at Airports	03/2022
01 21 00	Allowances	07/2019
01 23 00	Alternates	07/2019
01 25 00	Substitution Procedures	07/2019
01 29 73	Schedule of Values	07/2019
01 31 00	Project Management and Coordination	07/2019
01 31 14.13	System Interruptions - UON Procedures	07/2019
01 31 19	Project Meetings	07/2019
01 32 13	Scheduling of Work	07/2019
01 32 33	Photographic Documentation	07/2019
01 33 23	Shop Drawings, Product Data and Samples	07/2019
01 42 00	References	07/2019
01 45 00	Quality Control	07/2019
01 50 00	Temporary Facilities and Controls	07/2019
01 55 30	Requirement for Use of Canal Road	07/2019
01 60 00	Product Requirements	07/2019
01 71 23	Field Engineering	07/2019
01 73 29	Cutting and Patching	07/2019
01 74 23	Final Cleaning	07/2019
01 78 00	Closeout Submittals	07/2019
Div. 3	Concrete	12/2014
Div. 4	Masonry	12/2014
Div. 5	Metals	03/2016
Div. 6	Wood, Plastics and Composites	03/2016
Div. 7	Thermal & Moisture Protection: Green and Sustainable Initiatives	12/2014
Div. 8	Openings	03/2016
Div. 9	Finishes	03/2016
Div. 10	Specialties	08/2017
Div. 11	Equipment	12/2014
Div. 12	Furnishings	03/2016
Div. 13	Special Construction	12/2014
Div. 14	Conveying Systems	07/2016
Div. 21	Fire Suppression	12/2015
Div. 22	Plumbing	06/2019
Div. 23	Heating, Ventilating and Air Conditioning (HVAC)	04/2017
Div. 26	Electrical	10/2018
Div. 27	Communications	06/2019
Div. 28	Electronic Safety and Security	07/2017
Div. 32	Exterior Improvements	03/2016

ATTACHMENT A
FINANCE FORM

Date:	4.30.24	CCM /PC:	4.30.24
Requestor's Name:	Jeff Daniels	Requestor's Extension:	2089
Form Preparer's Name:	Don Corthell	Preparer's Extension:	1535
Requestor's Department:	Facilities	Purchasing Solicitation #:	
Description:	Install Damper	Committee Date:	4.30.24
Vendor:	PSA Management	Committee Agenda Item #:	

NON-PROJECT FUNDS: O&M, CAPEX, OEA REVENUE FUNDS

Account Code Format: xxx.xxx.xxx.xxxxxxx.xxx.xxxxxx	FY 24 Amount	FY25 Amount	FY26 Amount	FY27 Amount	FY28 Amount	TOTAL CONTRACT
301.631.692.5460002.000.000000	90,181.00					90,181.00
Total Requisition:						90,181.00
Requisition Number:	96686					96686
Funding Approver:	Andrea Harper					
OMB Notes:						

Number	Description	Approval Status	Creation Date	Currency	Total	Preparer	Reserved
96686	CCM 4/2024 V-S0005	In Process	09-APR-2024 09:20:59	USD	90,181.00	Field, John M	☒

MEMORANDUM

TO: Members of the Construction Committee

FROM: Edelis Molina, Manager Small Business Programs

DATE: April 30, 2024

ITEM DESCRIPTION

Request for Approval of a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with Gomez Construction Company for V-S00053 HVAC Damper at Brightline Station at the Orlando International Airport.

SMALL BUSINESS

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and have determined that, due to the limited and specialized scope of the services to be provided, Gomez Construction Company did not propose small business participation in this job order construction services addendum.