



AB

MEETING NOTICE

Orlando City Hall, Veterans Conference Room, 2nd Floor at 3:00PM

Welcome,

We are glad you have joined us for the June 22, 2022 Community Redevelopment Agency Advisory Board meeting. If you are not on the agenda and would like to speak at the meeting and address the Board, please fill out an appearance request form and hand it to the Board Secretary. The Board is pleased to hear all non-repetitive public comment. Large groups are requested to name a spokesperson. When you are recognized, state your name and address, direct all your remarks to the Board and limit your comments to 3 minutes per item or as set during the meeting.

Written public comment must include your name, address, phone number, and topic. Comments are limited to a maximum of 700 words per item. To submit written public comment, select one of the following options: (1) complete an online comment form on orlando.gov/publiccomments, (2) email to publiccomments@orlando.gov, (3) mail to City Clerk, Public Comment 400 South Orange Avenue, Orlando, FL, 32801, or (4) drop off to the 1st floor Security Station at City Hall. Written public comments received 24 hours in advance of the meeting are distributed to the Board and attached to the related agenda item for public viewing.

Note: Comments that do not include the required information will not be distributed or attached to the agenda. All comments received are public record.

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes
 - a. Approval of April 27, 2022 – Community Redevelopment Agency Advisory Board Meeting
4. Public Comment
5. New Business
 - a. Pedestrian Wayfinding – Mercedes Blanca, Project Manager
 - b. High Wage/High Value Job Creation Program: Granite Telecommunications, LLC – Michael Whiteman, Economic Development Coordinator
 - c. MEBA RTW Photography, LLC – Michael Whiteman, Economic Development Coordinator
6. Date of Next Meeting
7. Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Community Redevelopment Agency Advisory Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251

MEMORANDUM

TO: Jamie Barati, Chair
Monica McCown, Vice Chair
David Swanson
Eugene Jones
Kimberly Stewart
Doug Taylor
Commissioner Victoria Siplin

FROM: Thomas C. Chatmon Jr., Executive Director of the Downtown Development Board/Community Redevelopment Agency

DATE: June 22, 2022

SUBJECT: Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for June 22, 2022.

Approval of Minutes:

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the April 27, 2022 Community Redevelopment Agency Advisory Board Meeting.

Public Comment:**New Business:****a. Pedestrian Wayfinding – Mercedes Blanca, Project Manager**

To accomplish the DTOulook objectives of improving wayfinding for all users and promoting a superior pedestrian experience, CRA staff has been working on several wayfinding projects over the past few years. These include but are not limited to upgrades to the vehicular wayfinding system, lit parking signs on garages to increase visibility, and the soon to come Soofa Signs, of which there will be five strategically placed digital kiosks that will not only provide pedestrians directions to various key locations, but will also offer information on transit options, area events, and more. To further enhance the pedestrian experience, CRA staff worked with Applied, a spatial wayfinding company with over 20 years experience that has designed pedestrian wayfinding systems all over the world in some of the biggest cities including London, Rio de Janeiro, and Seoul to name a few.

CRA staff is interested in implementing the spatial design plan and kiosk conceptual design from the work with Applied and proposes utilizing the services of AC Signs, LLC to accomplish this. AC Signs, LLC is an Orlando-based company that was established in 2005 and has worked with the CRA on the design, fabrication, and installation of the above referenced vehicular wayfinding signs and parking garage signage. The company ownership brings over 30 years of experience in the sign business and is currently working on sizable projects at Orlando International Airport and Tampa International Airport. Please note that the Greater

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Orlando Aviation Authority (GOAA), through a competitive solicitation process, selected AC Signs, LLC as its continuing signage construction services contractor. CRA staff would like to use the GOAA contract for the purchase of the pedestrian wayfinding signs. For this system, AC Signs, LLC would provide the design, fabrication, and installation of 32 signs located throughout downtown. The sign's dimensions will be 8'x2'x8" and will have an aluminum frame.

Staff recommends that the CRA Advisory Board recommend to the CRA that it authorize the Chief Procurement Officer to contract with AC Signs, LLC for the purchase and installation of pedestrian wayfinding signage in the estimated amount of \$279,838.00 subject to the review and approval of the City Attorney's Office

b. High Wage/High Value Job Creation Program: Granite Telecommunications, LLC – Michael Whiteman, Economic Development Coordinator

On April 17, 2006, the Community Redevelopment Agency (CRA) approved the High Wage/High Value Job Creation Program for the purpose of locating targeted industries and targeted headquarters with high-value jobs in Downtown Orlando. In 2021, the program was amended to offer three incentives; Job Creation Incentive, Downtown Living Incentive, and Public Transportation Incentive. Total incentives are payable up to \$4,000.00 per job.

Granite Telecommunications, LLC is a telecommunications company that provides one-stop solutions for voice, data, internet access, wireless, video, and secure network options throughout the United States and Canada. The organization was founded in April 2002 and its headquarters is located in Quincy, Massachusetts. Additionally, Granite Telecommunication, LLC is located at 2 South Orange Avenue and 100 South Orange Avenue in downtown Orlando.

Granite Telecommunications, LLC is creating 25 high-value jobs over three (3) years with an average annual wage of \$65,300, which is more than 115% of the average annual private-sector wage in Orange County. Granite Telecommunications, LLC's total capital investment is estimated to be \$1.78 million in the build-out and equipment in 2022. The total funding amount that Granite Telecommunications, LLC is eligible for is \$68,750.00.

Staff requests the CRA Advisory Board recommend approval of the High Wage/High Value Program Funding Agreement between the CRA and Granite Telecommunications, LLC and authorizing the Chairman of the CRA and the Executive Director of the CRA to execute the Agreement, subject to the review and approval by the City Attorney's Office, and approving expenditures from the Downtown Orlando Community Redevelopment Area Trust Fund in the amount of up to \$68,750.00 in High Wage/High Value Job Creation Program funding for Granite Telecommunications, LLC.

Persons wishing to appeal any decision made with respect to any matter considered at the Community Redevelopment Agency Advisory Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251

c. **MEBA RTW Photography, LLC – Michael Whiteman, Economic Development Coordinator**

The Minority/Women Business Assistance Program was approved by the CRA on August 28, 2006. The MEBA Program assists with small business retention and creation in the MEBA target area as defined within the Downtown Orlando Community Redevelopment Area. The MEBA Program provides financial assistance of up to \$40,000.00 to qualified new and existing retail and service businesses for retention/relocation expenses, purchase of capital equipment, marketing services, and business start-up expenses.

RTW Photography, LLC is a Florida limited liability company, which was formed in June 2017 and the business is located at 561 & 683 North Parramore Avenue. The RTW Photography, LLC's primary services include photography, videography, and live-stream services for any occasion or event. The owners, Derrious Robinson, Lavell Monger, and Walter Tre Idlette, have vast experience in photography, videography and editing. Additionally, Walter Tre Idlette is a licensed CPA. The applicant has requested MEBA grant funding for capital equipment, rental abatement, and marketing assistance, including camera and video equipment, rent assistance for 561 and 683 North Parramore Avenue and online marketing, in the amount of \$35,723.56. MEBA Advisory Board recommended approval of the application on May 22nd, 2022.

Staff is requesting that the CRA Advisory Board recommend approval of the MEBA Funding Agreement between the CRA and RTW Photography, LLC and authorization for the Chairman and Executive Director of the CRA to execute the Agreement, subject to the review and approval of the City Attorney's Office.

Date of Next Meeting:

The next Community Redevelopment Agency Advisory Board Meeting will be held Wednesday, July 27, 2022 at 3:00PM in the Veterans Conference Room.

Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Community Redevelopment Agency Advisory Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251

Fiscal Impact Statement

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

Description: The Community Redevelopment Agency (CRA) is interested in using the goods and services of AC Signs, LLC for the design, fabrication, and installation of pedestrian wayfinding signs throughout downtown Orlando. Staff is asking that this be done through piggybacking on the current contract with the Greater Orlando Aviation Authority (GOAA) Agreement for Continuing Signage Services.

Expenses

Will the action be funded from the Department's current year budget? ☒ Yes ☐ No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s).

	Current Fiscal Year Cost Estimate	Estimated Annualized Cost Thereafter
Personnel	\$0	\$0
Operating/Capital	\$279,838	\$0
Total Amount	\$279,838	\$0

Comments (optional): Costs for the design, fabrication, and installation of pedestrian wayfinding signs.

Revenues

What is the source of any revenue and the estimated amount? (enter text here) Amount \$0

Is this recurring revenue? ☐ Yes ☐ No

Comments (optional): (enter text here)


Funding

Expenses/Revenues will be recorded to:

	Source #1	Source #2	Source #3
Fund	1250 F	<u>(enter text here)</u>	<u>(enter text here)</u>
Department /Division	EDV/CRA	<u>(enter text here)</u>	<u>(enter text here)</u>
Cost Center/Project/Grant	CRA0023 P	<u>(enter text here)</u>	<u>(enter text here)</u>
Total Amount	\$279,838	\$0	\$0

MEMORANDUM

TO: Nodir Sadikov, Procurement & Contracts Division

THRU: Janeiro R. Coulter, MBE Division Manager 

FROM: Kimberly Wyche, Contract Compliance Investigator II

DATE: April 14, 2022

SUBJECT: MBE Division Approval Memorandum

The Minority Business Enterprise Division concurs with the Procurement and Contracts Division and the Downtown Development Board/ Community Redevelopment Agency recommendations for the award of **C22-0027, Use of the Greater Orlando Aviation Authority (GOAA) Agreement for the Purchase of Signage Services with AC Signs, LLC.**

City MWBE Requirements do not apply to Cooperative Purchase Agreements (terms and conditions set by another awarding authority).

cc: David Billingsley, Chief Procurement Officer

EXECUTIVE OFFICES • MINORITY BUSINESS ENTERPRISE DIVISION

Orlando City Hall · 400 South Orange Avenue · Eighth Floor
PO Box 4990 · Orlando, FL 32802-4990
P 407.246.2623 · cityoforlando.net

Companies can demonstrate Good Faith Effort by achieving MWBE participation or providing documentation of their efforts to do so in such sufficiency that the expected outcome would be MWBE participation (but for they did not) or a combination thereof.



Memorandum

To: Nodir Sadikov, Purchasing Agent

From: Mercedes Blanca, CRA Project Manager

Date: April 18, 2022

Subject: Request to Piggyback on GOAA Agreement - AC Signs, LLC

The Community Redevelopment Agency (CRA) is interested in using the goods and services of AC Signs, LLC for the design, fabrication, and installation of pedestrian wayfinding signs throughout downtown Orlando. Staff is asking that this be done through piggybacking on the current contract with the Greater Orlando Aviation Authority (GOAA) Agreement for Continuing Signage Services.

The CRA is asking to use AC Signs, LLC for the following reasons:

- The pedestrian wayfinding sign system is an extension of a greater wayfinding system in downtown, much of which has already been rolled-out by AC Signs, LLC. As a result of their previous involvement in the wayfinding system downtown, they are familiar with the placement and messaging of the signs that are currently in place, plans for the pedestrian sign system, and the unique challenges of working in public right-of-way downtown.
- AC Signs, LLC has a proven track record with the CRA and City of Orlando of successfully completing signage projects of similar scope.
- AC Signs, LLC is capable of handling all aspects of the sign roll-out, streamlining and creating more efficient processes, and as a result, utilizing less CRA and City of Orlando staff resources.
- AC Signs, LLC is an Orlando-based business.

AC Signs, LLC
11100 Astronaut Blvd
ORLANDO, FL 32837 US
407-857-5564
angela@acsigns.com
www.acsigns.com



ADDRESS
City of Orlando
53 W Central Blvd
Orlando, FL 32801

SHIP TO
City of Orlando

Estimate 1861

DATE 02/15/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Fabrication of (32) non illuminated D/F pedestrian wayfinding signs	32	5,784.00	185,088.00
	Installation for signs #1, #16, #17, #19, #24, #25, #28, #29, #31 & #37	10	2,250.00	22,500.00
	Installation for signs #2, #3, #7, #11, #20, #21, #22, #23, #26, #32, #34 & #35	12	2,750.00	33,000.00
	Installation for signs #4, #5, #6, #12, #13, #14, #15, #27, #30 & #32	10	2,450.00	24,500.00
	Eng. Drawing	1	8,500.00	8,500.00
	Mobilization	1	6,250.00	6,250.00
	SUBTOTAL			279,838.00
	TAX			0.00
	TOTAL			\$279,838.00

Accepted By

Accepted Date

GOAA DATE 1/19/2022
ITEM NO. 3.5
DOCUMENTARY # 101274

**ADDENDUM NO. 5
TO THE AGREEMENT
DATED MAY 15, 2019
BETWEEN
THE GREATER ORLANDO AVIATION AUTHORITY
AND
AC SIGNS, LLC**

Project: First Extension, Orlando International and Executive Airports

THIS ADDENDUM is effective this 26th day of January, 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY** ("Authority"), and **AC SIGNS, LLC** ("Contractor").

WITNESSETH:

WHEREAS, by Agreement dated May 15, 2019, Authority and Contractor entered into an agreement for Contractor to provide Continuing Signage Construction services; and

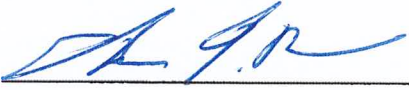
WHEREAS, the Authority and Contractor desire to enter into this Addendum to the Agreement to exercise the first extension and extend the Agreement for an additional one-year period.

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

1. The term of the first extension to the Agreement shall be for a period of one (1) year from May 15, 2022 to May 15, 2023, as more fully described in the attached Exhibit "A." Contractor shall perform all services authorized during the extension period in accordance with the terms and conditions set forth in the Agreement.
2. Except as expressly modified in this Addendum, the Agreement dated May 15, 2019 and all prior addenda will remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Addendum as of the day and year first above written.

GREATER ORLANDO AVIATION AUTHORITY

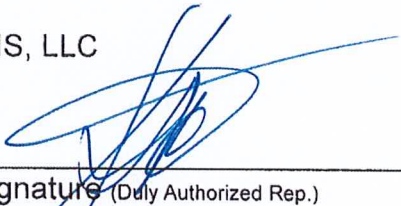
By: 
Thomas W. Draper
Acting Chief Executive Officer

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

this 25 day of Jan, 2022

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

AC SIGNS, LLC

By: 
Signature (Duly Authorized Rep.)
Armando Chica
Printed Name
President
Title



GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
11312 Terminal C Service Road
Orlando, Florida 32824

MEMORANDUM

TO: Members of the Construction Committee

FROM: Kathy Anderson, Manager, Contracts and Grants *KS*

DATE: December 7, 2021

SUBJECT: Request for Recommendation of Approval of No-Cost Addenda to the Continuing Signage Construction Services Agreements to Exercise the First One-Year Renewal Option

In April 2019, the Aviation Authority Board approved Continuing Signage Construction Services Agreements with the below firms. The provisions in the agreements include a base three-year term with two subsequent optional one-year renewal periods upon mutual agreement of the parties. Each firm's base agreement term expires as follows:

FIRM	EXPIRATION DATE
AC Signs, LLC	05/15/22
Media 1 Signs Inc.	05/28/22

In order to maintain these services on an as-needed basis for routine operations of the Airport, staff requires the services of the above-referenced firms. The firms were requested to provide their concurrence to exercise the first one-year renewal option (copies of which are attached).

It is requested that the Construction Committee recommend to the Aviation Authority Board approval of a No-cost Addendum to each of the Continuing Signage Construction Service Agreements with the firms listed above to extend each agreement for one year from the current expiration date.



11100 Astronaut Blvd.
Orlando, FL 32837
407-857-5564
407-857-5565

11/16/2021

To: Ms. Kathy E. Anderson,
Manager, Contracts & Grants GOAA
From: Cristian Parra, AC Signs LLC
Re: Continuing Signage Construction Agreement dated 05/15/2019

Dear Ms. Anderson,

Please use this letter as notice that AC signs wishes to exercise our first one- year renewal option for the GOAA Continuing Sign construction contract.

If you have any questions in regards to this matter feel free to contact me directly at 407-857-5564. Thank you

Cordially,

A handwritten signature in blue ink, appearing to be 'C. Parra', written in a cursive style.

Cristian Parra, Operations Manager
AC Signs LLC
407-857-5564

\$40,673.75, which includes the not-to-exceed fee amount of \$20,628.00, and the not-to-exceed expense amount of \$20,045.75, with funding from previously approved Capital Expenditure Funds.

REQUEST FOR APPROVAL OF AN ADDENDUM TO THE CONTINUING ENVIRONMENTAL ENGINEERING CONSULTANT SERVICES AGREEMENT WITH MSE GROUP, LLC, TO PERFORM FY 2022 STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND SPILL PREVENTION CONTROL AND COUNTERMEASURES (SPCC) PLAN UPDATES, AT ORLANDO EXECUTIVE AIRPORT.

17. Mr. Carrington presented the memorandum, dated December 7, 2021. Discussion ensued.

Upon motion of Mr. Hunt, second by Mr. Gilliam, vote carried to approve an Addendum to the Continuing Environmental Engineering Consultant Services Agreement with MSE Group, LLC to perform FY 2022 Stormwater Pollution Prevention Plan (SWPPP) and Spill Prevention Control and Countermeasures (SPCC) Plan Updates, for the total lump sum amount of \$20,000.00, which includes the not-to-exceed fee amount of \$19,864.00, and the not-to-exceed expense amount of \$136.00, with funding from OEA Revenue Funds.

REQUEST FOR APPROVAL OF AN ADDENDUM TO THE CONTINUING ENVIRONMENTAL ENGINEERING SERVICES AGREEMENT WITH TERRACON CONSULTANTS, INC., FOR FY 2022 INDUSTRIAL USER DISCHARGE PERMIT, AT ORLANDO INTERNATIONAL AIRPORT.

18. Mr. Carrington presented the memorandum, dated December 7, 2021.

Upon motion of Mr. Gilliam, second by Mr. Pelletier, vote carried to approve An Addendum to the Continuing Environmental Engineering Services Agreement with Terracon Consultants, Inc. For FY 2022 Industrial User Discharge Permit, for the total lump sum amount of \$6,758.00, which includes the not-to-exceed fee amount of \$6,192.00, and the not-to-exceed expense amount of \$566.00, with funding from previously approve Operation and Maintenance Funds.

REQUEST FOR RECOMMENDATION OF APPROVAL OF NO-COST ADDENDA TO THE CONTINUING BUILDING ENVELOPE CONSULTING SERVICES AGREEMENTS TO EXERCISE THE SECOND AND FINAL ONE-YEAR RENEWAL OPTION.

19. Ms. Anderson presented the memorandum, dated December 7, 2021. Discussion ensued.

Upon motion of Ms. Sharman, second by Mr. Hunt, vote carried to recommend to the Aviation Authority Board approval of a No-Cost Addenda to the Continuing Building Envelope Consulting Services Agreements to Exercise the Second and Final One-Year Renewal Option.

REQUEST FOR RECOMMENDATION OF APPROVAL OF NO-COST ADDENDA TO THE CONTINUING CIVIL ENGINEERING CONSULTING SERVICES AGREEMENTS TO EXERCISE THE SECOND AND FINAL ONE-YEAR RENEWAL OPTION.

20. Ms. Anderson presented the memorandum, dated December 7, 2021. Discussion ensued.

Upon motion of Ms. Sharman, second by Mr. Hunt, vote carried to recommend to the Aviation Authority Board approval of a No-Cost Addenda to the Continuing Civil Engineering Consulting Services Agreements to Exercise the Second and Final One-Year Renewal Option.

REQUEST FOR RECOMMENDATION OF APPROVAL OF NO-COST ADDENDA TO THE CONTINUING SIGNAGE CONSTRUCTION SERVICES AGREEMENTS TO EXERCISE THE FIRST ONE-YEAR RENEWAL OPTION.

21. Ms. Anderson presented the memorandum, dated December 7, 2021. Discussion ensued.

Upon motion of Ms. Sharman, second by Mr. Hunt, vote carried to recommend to the Aviation Authority Board approval of a No-Cost Addenda to the Continuing Signage Construction Services Agreements to Exercise the First One-Year Renewal Option.

REQUEST FOR APPROVAL OF CONTRACTOR'S FINAL PAYMENT TO H.W. DAVIS CONSTRUCTION, INC. FOR V-00906, WEST CHECKPOINT VIDEO WALLS, AT THE ORLANDO INTERNATIONAL AIRPORT.

22. Chairman Ruohomaki presented the memorandum, dated December 7, 2021.



GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4392

MEMORANDUM

TO: Members of the Aviation Authority

FROM: Davin D. Ruohomaki, Chairman, Construction Committee

DATE: January 19, 2022

ITEM DESCRIPTION

Recommendation of the Construction Committee to Approve No-Cost Addenda to the Continuing Signage Construction Services Agreements to Exercise the First One-Year Renewal Options

BACKGROUND

In 2019, the firms providing Continuing Signage Construction Services were selected through a competitive award process. These services are procured on an as-needed or annual basis. The Aviation Authority's policy and procedure provides that construction firms may be engaged through continuing services agreements for construction projects with a value of \$4,000,000 or less.

On April 17, 2019, the Aviation Authority Board approved Continuing Signage Construction Services Agreements with the following five firms:

- AC Signs, LLC (*MWBE/LDB*)
- Media 1 Signs, Inc. (*LDB*)

These agreements provide continuing signage construction services which include, but are not limited to, the layout, fabrication, programming and installation of new and the replacement of outdated and obsolete static wayfinding signage (sign cans and/or sign panels) for interior, exterior, roadway, and other public facility work. This work may also include dynamic signage with head-end and network installation as well as low and high voltage sign power requirements, interactive signs, video walls, and other forms of the new messaging technologies.

The terms of these continuing agreements include a three-year service agreement with optional renewal periods of two additional one-year terms upon mutual agreement of the Aviation Authority and the contractor.

The current agreements will expire as follows:

Firm	Expiration Date
AC Signs, LLC	May 15, 2022
Media 1 Signs, Inc.	May 28, 2022

Both firms have been responsive to the Aviation Authority's needs.

ISSUES

To maintain continuing signage construction services on an as-needed basis, the first renewal option is required for each of the agreements. In response to the Aviation Authority's notification, both firms have provided a letter of concurrence of the first one-year renewal option.

On December 7, 2021, the Construction Committee recommended approval of a No-Cost Addendum to each of the Continuing Signage Construction Services Agreements to exercise the first one-year renewal option, as outlined in the memorandum.

ALTERNATIVES

The Aviation Authority Board could request staff to advertise for new Continuing Signage Construction Services.

FISCAL IMPACT

There is no fiscal impact for these addenda. Future addenda will be based on specific tasks of work as assigned with approved funding source.

RECOMMENDED ACTION

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Construction Committee and (1) approve a no-cost Addendum to the Continuing Signage Construction Services Agreement with AC Signs, LLC to exercise the first one-year renewal option and extend the Agreement to May 15, 2023; (2) approve a no-cost Addendum to the Continuing Signage Construction Services Agreement with Media 1 Signs, Inc. to exercise the first one-year renewal option and extend the Agreement to May 28, 2023; and, (3) authorize an Aviation Authority Officer or the Chief Executive Officer to execute the necessary documents following satisfactory review by legal counsel.

AGREEMENT
FOR
CONTINUING
SIGNAGE CONSTRUCTION SERVICES

**Orlando International Airport
Orlando Executive Airport
and other facilities operated by the Authority**

by and between

**THE GREATER ORLANDO AVIATION AUTHORITY
and
AC SIGNS, LLC**



**AGREEMENT
FOR
CONTINUING SIGNAGE CONSTRUCTION SERVICES**

THIS AGREEMENT, effective this 15th day of May, 2019, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body existing under and by virtue of the laws of the State of Florida (hereinafter referred to as "Authority"), and **AC Signs, LLC** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Authority wishes to employ the services of the Contractor to provide continuing signage construction services; and

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

WHEREAS, this Agreement shall constitute a "continuing contract" as defined under the policies and procedures of the Authority; and

WHEREAS, the Contractor is qualified, willing and able to perform the services required on the terms and conditions hereinafter set forth.

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

**SECTION I
Services to be Provided by the Contractor**

The Contractor hereby agrees to perform the layout, fabrication, programming and installation of new and the replacement of outdated and obsolete static wayfinding signage (sign cans and/or sign panels) for interior, exterior, roadway and other public facility work. This work may also include dynamic signage with head-end and network installation as well as low and high voltage sign power requirements, interactive signs, video walls, and other forms of the new messaging technologies and other work normally associated with signage construction at the Orlando International Airport, the Orlando Executive Airport, and other facilities operated by the Authority, to be determined on an as-needed basis. The services to be rendered by the Contractor will be provided on a continuing basis, although the Authority is not obligated to obtain such construction services on a continuing basis from the Contractor.

Services which may be performed under this Agreement are limited to those projects for which the construction costs do not exceed \$2,000,000, or such other amount as may be established by the Authority, and for which the Authority elects not to publicly advertise for competitive bids or proposals from all interested firms and individuals. In the event of a valid public emergency, Signage contractors may also be utilized for construction projects for which construction costs exceed \$2,000,000.

Projects under \$300,000 may be awarded through direct negotiations via a Job Order Construction Service Addendum and will include by reference the standard Contract Documents attached hereto unless the specific award provides otherwise. These standard documents may be amended from time to time.

It is expressly understood that the Authority is not obligated to utilize the services of the Contractor for any particular project at the Orlando International Airport, the Orlando Executive Airport, or any other facility operated by the Authority, and the Authority is entitled to seek competitive bids or proposals through open advertisement for any vertical construction work. Additionally, nothing herein is intended to prohibit the

Contractor from submitting bids or proposals on any projects for which the Authority seeks competitive bids or proposals through open advertisement.

SECTION II Compensation for Services

Compensation for services provided under this Agreement shall be determined and incorporated into an addendum on one of the following bases, as appropriate:

- a. **Lump Sum Bid or Proposal Amount.** A fixed, lump sum bid or proposal amount submitted by the Contractor guaranteeing completion of the project in accordance with the requirements of the bid or proposal documents, or
- b. **Not-to-Exceed Bid or Proposal Amount.** A not-to-exceed bid or proposal amount submitted by the Contractor, which may include allowances, guaranteeing completion of the project in accordance with the requirements of the bid or proposal documents, or
- c. **Not-to-Exceed Unit Price Bid or Proposal.** A not-to-exceed unit price bid or proposal submitted by the Contractor in accordance with the requirements of the bid or proposal documents, with fees to be based upon the unit prices submitted in the bid or proposal and the total amount of labor, materials or services necessary to complete the project.
- d. **Not-to-Exceed On-call Proposal.** A not-to-exceed on-call proposal submitted by the Contractor in accordance with the requirements of the proposal documents, with fees to be based upon the unit prices submitted in the proposal or the actual cost of labor, materials or services necessary to complete the project.

SECTION III Notices

All notices required to be given by the Authority to the Contractor hereunder shall be in writing and shall be given either by hand delivery or by United States mail, postage prepaid, addressed to:

Mr. Christian Parra
AC SIGNS, LLC
11100 Astronaut Blvd.
Orlando, FL 32837

All notices required to be given to the Authority hereunder shall be in writing and shall be given either by hand delivery to the Director of Construction of the Authority or by United States mail, postage prepaid, addressed to:

Mr. D. Michael Patterson
Director of Construction
Greater Orlando Aviation Authority
5850-B Cargo Road
Orlando, FL 32827-4399

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

SECTION IV Term

The term of this Agreement shall be for a period of three (3) years from the date first written above. The Authority, with the mutual agreement of the Contractor, may elect to renew this Agreement for two (2) additional

one (1) year periods. The Contractor shall perform all services authorized during any renewal period in accordance with the terms and conditions set forth herein.

SECTION V

Material Interest

Unless otherwise declared hereto, the Contractor warrants to the Owner that no member, officer or employee of the Owner has any material interest (as defined in Florida Statutes Section 112.312(1)), either directly or indirectly, in the business of the Contractor to be conducted under the Contract, that for contracts being funded in whole or in part by the Florida Department of Transportation, no person who has within the past year been a member, officer or employee of the Owner has any material interest, either directly or indirectly, in the business of the Contractor to be conducted under the Contract, and that no such persons shall have any such interest at any time during the term hereof.

SECTION VI

Public Entity Crimes Acknowledgement

Contractor acknowledges the following notice: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount 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."

SECTION VII

Performance and Payment Bonds

If required, a Performance Bond and a Payment Bond in Owner's format for the total Contract Price, will be required for the following purposes: a) to guarantee faithful performance of the requirements of the Contract Documents, including all applicable warranties; and b) to guarantee the payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided for in the Contract. Attorneys-in-fact who sign Performance Bonds and Payment Bonds, must file with such Bonds a certified copy of their power-of-attorney to sign the bonds. All bonds must be countersigned by a resident Florida agent of the Surety, with power of attorney attached.

The Penal Sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the Work in the event that modifications, change orders or addenda increase or decrease the total Contract Price so that the Penal Sum of each bond shall be in an amount equal to the completed Contract Price at the completion of the Work.

The Bonds shall be exactly in the forms contained in the Contract Documents, and written through a licensed Florida agency on behalf of a surety company licensed to do business in the State of Florida, meeting the following requirements:

a. Qualification - Management and Strength: For Contracts in which the Contract Sum exceeds \$100,000, the Surety must be rated no less than "A-" as to management and no less than "VIII" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 07901.

b. Bonding Limit - Any One Risk: The bonding limit of the Sureties shall not exceed five percent (5%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

SECTION VIII Insurance Requirements

Contractor shall purchase and maintain in force during the term of this Contract, at its own cost and expense, insurance with the following minimum limits. Excessive deductibles may be allowed, provided the insurer is required to pay claims from first dollar at 100% of value without a requirement that the insured party pay its deductible prior to that time. Contractor shall furnish documentation of the below insurance limits on a form acceptable to the Owner along with a copy of the additional insured endorsement. Any deductible or self-insurance retention should be indicated on the certificate of insurance. Additionally, the Authority's Statement of Agent or Broker shall accompany each Certificate of Insurance.

<u>Type of Policy</u>	<u>Limits</u>
Commercial and Contractual General Liability: Maximum Deductible or Self-insured Retention:	\$5,000,000 \$10,000
Automobile Liability: Maximum Deductible or Self-insured Retention:	\$5,000,000 \$10,000
Workers Compensation and Employers' Liability	Statutory Limit \$500,000 each accident \$500,000 disease-policy limit \$500,000 disease-each employee

SECTION IX Termination

The Authority may terminate this Agreement in whole or in part at any time for its convenience, and in its sole discretion, by giving the Contractor seven (7) days written notice. The Authority shall have the right, in that event, to take over any or all of the Contractor's material, supplies, equipment, or Subcontractors in order to complete any ongoing work and the Contractor shall assign to the Authority such material, supplies, equipment, or Subcontracts/purchase orders. The Contractor shall proceed to complete any part of any ongoing work, as directed by the Authority, and shall attempt to settle all Subcontract or Supplier claims and obligations under the Contract with the Authority. The Contractor shall be compensated by the Authority for the Contractor's reasonable costs actually expended and profit earned on work that has been fully completed and accepted by the Authority. There is no entitlement to anticipatory profits, unless agreed to by the Authority as part of a final Contract Modification that fully resolves all outstanding issues on the Project. The Contractor shall substantiate its request for payment as requested by the Authority.

The Authority may also terminate the Agreement for cause if it determines that the Contractor has:

- 1) failed to perform work in accordance with the contract documents; failed to provide a sufficient number of adequately skilled workers or supervisory staff who actively staff the job and prosecute work, or failed to have available at the site proper equipment or materials to assure completion of work in accordance with the terms of the contract documents,
- 2) performed work unsuitably or neglected or refused to remove materials or to perform anew such work as may be rejected as unacceptable or unsuitable,
- 3) failed to commence work, maintain adequate progress towards completion of the work or discontinue the prosecution of the work,

- 4) failed to carry out the requirements of the Authority's MWBE, LDB or DBE Participation Program,
- 5) allowed any final judgment against it to remain unsatisfied for a period of thirty (30) days,
- 6) made an assignment for the benefit of creditors,
- 7) failed to make timely payments to any Subcontractor or Supplier without good cause,
- 8) consented to the appointment of a receiver, trustee or liquidator of all or substantially all of the property of Contractor,
- 9) been the subject of any order or decree of any court or governmental authority or agency having jurisdiction, appointing a receiver, trustee or liquidator to take possession or control of all or substantially all of the Contractor's property for the benefit of creditors,
- 10) failed to maintain acceptable bonds, including, if at any time the Surety executing any bond is determined by the Authority to be unacceptable and the Contractor fails to furnish an acceptable substitute Surety within ten (10) business days after notice from the Authority. This ten (10) day notice and cure period is in lieu of the seven (7) day period set for the in the following paragraph,
- 11) otherwise breached a material term of this Agreement,
- 12) for any other cause explicitly provided for in this Contract as a cause for termination.

When any of the above reasons exists, the authority may without prejudice to any other rights or remedies of the Authority and after giving the Contractor and the Contractor's Surety seven (7) days written notice and provided that the Contractor, within such seven (7) day period, has not commenced in good faith to cure such cause or breach to the satisfaction of the Authority (or if having commenced such cure, is not proceeding diligently to complete such cure to the satisfaction of the Authority), terminate this Contract, in whole or in part, and may, subject to any prior rights of the Surety, finish work by whatever reasonable method the Authority may deem necessary, including taking possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.

If the Contractor is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, Owner may terminate this Contract for cause and without the opportunity to cure, or for Contracts of One Million Dollars (\$1,000,000.00) or more, Owner may terminate this Contract for cause and without the opportunity to cure if the Contractor is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

SECTION X DBE/MWBE/LDB Requirements

The Authority has adopted a Non-Federally Funded Minority and Women Business Enterprise ("MWBE") Participation Program which is attached hereto as Exhibit "B." It is the policy of the Authority that MWBE firms shall have the maximum opportunity to participate in the performance of this Agreement and the Authority has established a MWBE Participation Goal of 25% for projects under this Agreement.

The Authority has adopted a Local Developing Business ("LDB") Policy which is attached hereto as Exhibit "C." The policy requires Bidders to ensure that LDB firms have an opportunity to participate in the performance of

this Agreement and the Authority has established an LDB Participation Goal of 2.5% for projects under this Agreement.

The Authority has adopted a "Disadvantaged Business Enterprise Participation Program" for projects funded by the Florida Department of Transportation and which is attached hereto as Exhibit "D." It is the policy of the Authority that DBE firms shall have the maximum opportunity to participate in the performance of this Agreement and the Authority has established a DBE Participation Goal of 16% for projects under this Agreement. This goal may be amended during the term of this Agreement.

The Authority has adopted a Non-Federally Funded Veteran Business Enterprise ("VBE") Policy which is attached hereto as Exhibit "E." It is the policy of the Authority that VBE firms shall have equitable opportunity to participate in the performance of this Agreement. No percentage goal has been set for projects under this agreement.

SECTION XI E-Verify Requirements

The Contractor hereby certifies it will utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System, in accordance with the terms governing the use of the system, to confirm the employment eligibility of persons employed by the Contractor, during the term of the Contract, to perform employment duties within Florida. The Contractor specifically represents that it will not discontinue use of the System until every Contract with the Authority has reached Final Completion and all contractual obligations have been fulfilled. The Contractor further certifies that it will include this provision in each Subcontract that involves work for the Authority.

SECTION XII Scrutinized Company Certification

By entering into this Contract, entering into any addendum to this Contract, or by submitting a bid or proposal:

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

AND

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

SECTION XIII Public Records

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

1. Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the services being performed by the Contractor.
2. Upon request from the Owner's custodian of public records, provide the public with access to public records on the same terms and conditions that the Owner would provide the records and

at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, as amended, or as otherwise provided by law.

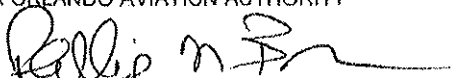
3. Except as authorized by law, ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed for the duration of the Contract term as well as following completion or termination of the Contract if the Contractor does not transfer the records to the Owner.
4. Upon completion or termination of the Contract, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain the public records required by the Owner and the law to perform the service. If the Contractor transfers all public records to the Owner upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.
5. Failure to grant such public access or otherwise comply with the Owner's request for records will be grounds for immediate termination of this Contract by the Owner. In the event of such failure, the Owner shall also enforce the Contract provisions in accordance with this Contract.
6. Failure to provide the public records to the Owner within a reasonable time may also subject the Contractor to penalties under section 119.10, Florida Statutes.
7. If a civil action is filed against Contractor to compel production of public records relating to this Contract, Contractor will be solely responsible and liable for its attorney's fees and any resulting damages.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, WHO CAN BE REACHED AT: (407) 825-2032 (PHONE NUMBER); PUBLCRECORDS@GOAA.ORG (EMAIL ADDRESS); AND "GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS" ONE JEFF FUQUA BOULEVARD, ORLANDO, FLORIDA 32827.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have caused this Agreement to be executed and their corporate seals to be affixed hereto, effective as of the day and year first above written.

GREATER ORLANDO AVIATION AUTHORITY

By:


Phillip N. Brown, A.A.E., Chief Executive Officer

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

this 14th day of May, 2019

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

AC SIGNS, LLC

By:



Printed Name: Alvaro Chica

Title: Manager Managing Member

Exhibit "A" – Advertisement and Submission Requirements

Exhibit "B" – DBE Policy

Exhibit "C" – MWBE Policy

Exhibit "D" – LDB Policy

Exhibit "E" – VBE Policy

Exhibit "F" – Current Division 0, Division 1 and Specifications

Exhibit "G" – Certificate of Insurance and Statement of Agent or Broker

EXHIBIT "A"

Advertisement and Submission Requirements

**GREATER ORLANDO AVIATION AUTHORITY
NOTICE OF CONTINUING SIGNAGE CONSTRUCTION SERVICES (W400)
ORLANDO INTERNATIONAL AND EXECUTIVE AIRPORTS**

Pursuant to 2 CFR Part 200, Section 255.103, Florida Statutes, and the policies and procedures of the Greater Orlando Aviation Authority (the "Authority"), notice is hereby given that Letters of Interest are invited from signage contracting firms and individuals ("Proposers") to render **Continuing Signage Construction Services** (the "Services") under continuing contracts for signage construction projects ("Continuing Contracts") to the Authority at the Orlando International Airport, Orlando Executive Airport and other facilities operated by the Authority (the "Airport").

The scope of work to be performed under these Continuing Signage Construction Contracts includes, but is not limited to, the layout, fabrication, programming and installation of new and the replacement of outdated and obsolete static wayfinding signage (sign cans and/or sign panels) for interior, exterior, roadway and other public facility work. This work may also include dynamic signage with head-end and network installation as well as low and high voltage sign power requirements, interactive signs, video walls, and other forms of the new messaging technologies. The Continuing Contracts to be entered into between the Authority and the successful Proposers will be non-exclusive, and the Authority shall have the right to award any portion of the Services covered by this Advertisement to one or more firms and/or individuals.

A Pre-Submittal Conference will be held at 2:00 pm, January 29, 2019, in the Maintenance Shops Building, Greater Orlando Aviation Authority, 8648 Casa Verde Road, Orlando, FL 32827. The Services Scope, the Submission Requirements, the Minority and Women Business Enterprise (MWBE) Participation, Local Developing Business/Veteran Business Enterprise (LDB/VBE) Participation and Disadvantage Business Enterprise (DBE) Participation Program for the Letters of Interest and questions regarding the Services will be reviewed at the Pre-Submittal Conference. The Advertisement, Submission Requirements, Responses to inquiries and Pre-Submittal Conference minutes, will be made available on the Authority's website at:

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

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

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Frank Kruppenbacher
Aviation Authority Chairman

**GREATER ORLANDO AVIATION AUTHORITY
NOTICE OF CONTINUING SIGNAGE CONSTRUCTION SERVICES (W400)
ORLANDO INTERNATIONAL AND EXECUTIVE AIRPORTS**

SUBMISSION REQUIREMENTS

For scope of services and information regarding the Pre-Submittal Conference, refer to the Advertisement for subject services, which is available on the Greater Orlando Aviation Authority (Authority) website at:

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

It is the intention of the Authority to use Continuing Contracts for signage construction services on projects for which the contract amount does not exceed \$2,000,000.00, in accordance with the Authority's policies. When signage construction services are required, the Authority will either solicit bids from the Authority's signage continuing contractors or enter into direct negotiations for such projects. The scope of work and request for bids or proposals will be defined for each project. The selected firm or individual will be entitled to competitively bid on all other construction work publicly advertised by the Authority.

Written inquiries shall be directed to **Mr. Bradley Friel, Director of Planning, Greater Orlando Aviation Authority**, email: **W400ContSignage@goaa.org**. Questions received after close of business on February 12, 2019, will not be answered.

Interested Proposers are requested to submit twelve (12) printed copies and one (1) electronic PDF version* on compact disk (or single-layer DVD) of a Letter of Interest up to 2:00 p.m. local time on **February 21, 2019**, to the **Receptionist Office, Greater Orlando Aviation Authority, 5850-B Cargo Road, Orlando, FL 32827**. Any Letters of Interest received after the time and date stated above will not be considered and will be returned unopened. Letters of Interest shall be submitted in sealed packages clearly labeled, "**Letter of Interest for Continuing Signage Construction Services (W400)**".

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

LETTER OF INTEREST REQUIREMENTS

Letters of Interest in print form shall include the following: one (1) volume, addressing each numbered subsection in the order requested, indexed and clearly identified. The information submitted shall not exceed 25 one-sided 8-1/2"x11" pages in Arial font with no smaller than 12 pitch font. **Letters of Interest that are not in compliance with the requirements may be downgraded accordingly.**

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

- a) The name and address of the legal entity that will contract with the Authority if awarded the Agreement for the Services.
- b) Name, address, Email address and telephone/fax numbers of one (1) individual to whom all future correspondence and/or communications will be directed.
- c) A statement declaring the type of business relationship the Proposer will use (i.e., a single company, joint venture or other form of business relationship to perform the services for the Projects). If the Proposer is a joint venture or partnership, the Qualifying Experience in Section 4 may be satisfied by the Joint Venture, Partnership entity, or any member entity thereof. Please state whether the entity is currently in existence, is being formed specifically for this project, or whether it will be formed upon award. If it is formed specifically for this project or will be formed upon award, please provide a copy of the Joint Venture or Partnership Agreement. Important for Joint Ventures or Partnerships:
 - i. the Joint Venture or partnership must hold, in the name of the Joint Venture or partnership, the professional license as set forth in Section 7 below, and
 - ii. the Joint Venture or partnership must be the proposed policyholder of the insurance required in Section 5 below.

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

http://www.orlandoairports.net/small_business

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

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

Questions concerning the MWBE, LDB/VBE and DBE programs can be addressed to the Authority's Office of Small Business Development, Attn. Mr. George Morning, Director, Greater Orlando Aviation Authority, Orlando

International Airport, 5850-B Cargo Road, Orlando, FL 32827; Phone: (407) 825-7130, Email: george.morning@goaa.org, or to Mr. Somdat Jiawan, Manager, Small Business Programs, at Phone: (407) 825-3481, Email: sjiawan@goaa.org. Proposers shall be solely responsible for confirming MWBE and LDB/VBE, or DBE subcontractors' experience, capacity, certification and any other information related to the Project.

3. **Executive Brief:** Outline of the key personnel the Proposer intends to use in performing the required Services under the proposed Agreement, including:
 - a) A detailed narrative role description for key personnel proposed for these Services.
 - b) Resumes for key personnel showing the experience on comparable services or other relevant experience.
4. **Qualifying Experience:** A Project Experience Summary detailing current and past projects. Projects shall be of a similar nature and completed during the past five (5) years. Include the following:
 - a) The estimated construction value for each project.
 - b) Specify the key Proposer personnel's name, title, and description of his/her role on the listed projects.
 - c) Project completion date.
 - d) For each project, provide the name, title, address, Email address and phone/fax numbers for a reference contact person of the Proposer's client, preferably the owner of the facility, who is familiar with the Proposer's role on that project. Reference checks will be conducted on those projects and may be conducted on other projects.
5. **Insurance Requirements:** Include evidence of the Proposer's ability to provide the following insurance coverage, either by means of an existing policy, or other verifiable proof (Agent/Broker commitment letter):
 - a) Commercial General Liability (CGL) – Minimum of \$5,000,000 per occurrence and annual aggregate with maximum deductible or self-insured retention in an amount not exceeding \$10,000. The Policy shall include Completed Operations Coverage for five (5) years following completion of the Project, with no ISO Form 2294 Rider or other subcontractor error exclusion. Any deductible or self-insurance retention should be indicated on the Proposer's certificate of insurance.
 - b) Automobile Liability – Minimum \$5,000,000 per occurrence with maximum deductible or self-insured retention in an amount not exceeding \$10,000. Any deductible or self-insurance retention should be indicated on the Proposer's certificate of insurance.

- c) Worker's Compensation - (statutory limit)
Employer's Liability: \$500,000 - each accident
\$500,000 disease - policy limit
\$500,000 disease - each employee

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

6. **Bonding Capacity:** Provide an acknowledgement by the Proposer's Surety of the Proposer's ability to provide 100% Performance and Payment Bonds for a minimum of **Two Million Dollars (\$2,000,000)** for a single project together with evidence for maximum single project bonding capacity and Proposer's aggregate bonding capacity. The Surety must be rated no less than "A-" as to management and no less than "VIII" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 07901. Information shall be provided by the Surety on behalf of the Proposer.
7. **Licensure:** Proposers must be licensed in accordance with Florida State law and shall be familiar with all applicable federal, State of Florida, Orange County, Florida, and City of Orlando codes, regulations and laws. Include the following:
- a) Copies of current, active Florida licenses held by the Proposer.
 - b) Copy of the Florida Secretary of State Certification.
8. **Additional Information:** Any additional information, which may be requested by the Authority at the Pre-Submittal Conference.

EVALUATION AND AWARD CRITERIA

Following submission, the Authority's Professional Services Committee (PSC) will review the Letters of Interest to determine a shortlist of Proposers that are deemed the most qualified, based on the qualification, availability, and past work of the Proposer(s), to perform the required Services. Among the factors that will be considered in selecting the Proposers who will be shortlisted are their qualifications, prior experience on similar Services, their past performance with the Authority (if applicable), their past performance with other entities, level and quality of small business participation, and the responses to the inquiries set forth above. The Authority reserves the right to solicit from available sources relevant information concerning a Proposer's past performance and may consider such information in its selection of the shortlisted Proposers.

Shortlisted Proposers shall be scheduled for an interview, presentation or both. Following the shortlisting, and interviews or presentations, the Authority shall make a final ranking and select in order of preference, based on the above information, weighing of the Consultants' Competitive Negotiation Act (CCNA) factors, and interview results, in order to select for award the most highly qualified Proposer(s) to perform the requested Services.

The Authority intends, but is not obligated, to enter into Continuing Contracts, as defined under Florida law and the Policies and Procedures of the Authority, with at least two (2) contractors for construction work, with the extent and scope of work to be performed under these contracts to be determined by the Authority on an as-needed basis. The term of these Continuing Contracts shall be for a period of three years with optional renewal periods of two additional one-year terms, to be exercised at the discretion of the Authority and accepted by both parties.

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

ADDITIONAL INFORMATION

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

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

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

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

Authority Contracts require Contractors/Consultants to comply with the requirements of E-Verify. Contractor/consultants will be required to utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (E-Verify), in accordance with the terms governing the use of the system, to confirm the employment eligibility of persons employed by the Contractor/Consultant, during the term of the Contract, to perform employment duties within Florida. Prime Contractors/Consultants are required to include an express provision in its Subcontractor/Subconsultant Agreements requiring the Subcontractors/Subconsultants to do the same.

GREATER ORLANDO AVIATION AUTHORITY

By:

Frank Kruppenbacher
Aviation Authority Chairman

EXHIBIT "B"

DBE Policy

**HIGH WAGE/HIGH VALUE JOB CREATION PROGRAM AGREEMENT
BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF ORLANDO AND
GRANITE TELECOMMUNICATIONS, LLC**

THIS AGREEMENT is entered into by and between the **Community Redevelopment Agency of the City of Orlando**, Florida, a body politic and corporate of the State of Florida, with a principal address of 400 South Orange Avenue, Orlando, FL 32802 (hereinafter referred to as the “CRA”), and **Granite Telecommunications, LLC**. (hereinafter referred to as “Granite”), a foreign limited liability company organized under the laws of the State of Delaware with a principal address of 100 Newport Avenue Ext, Quincy, MA 02171 and whose Federal Employer I.D. Number is 04-3643290.

W I T N E S S E T H:

WHEREAS, the CRA was created as a public body corporate and politic of the State of Florida, for the purposes of the community redevelopment objectives of Part III, Chapter 163, Florida Statutes; and

WHEREAS, the Downtown Orlando Community Redevelopment Area Plan (the “Plan”) provides for the CRA to create economic development programs, specifically including a High Wage/High Value Job Creation Program, and provides incentives under such programs; and

WHEREAS, the Plan contains a specific goal of incentivizing job creation in downtown, particularly high wage and sector specific jobs that will support the growth of downtown; and

WHEREAS, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes and the goals of the Plan, the CRA established the High Wage/High Value Job Creation Program (the “Program”) in order to encourage targeted industries and targeted headquarters to locate high-value jobs to the Downtown Orlando Community Redevelopment Area (the “Area”); and

WHEREAS, the Program is intended to provide funding incentives for job creation (“Program Incentives”) to qualified companies upon locating additional high-value jobs to a Downtown Orlando location within the Area; and

WHEREAS, the funding shall be contingent upon the number of jobs established and compliance with the terms and conditions of each Program Incentive in which the company is participating; and

WHEREAS, Granite is a telecommunications company that provides one-stop solutions for voice, data, internet access, wireless, video, and secure network options throughout the United States and Canada; and

WHEREAS, Granite is seeking to expand their existing workforce in Orlando, particularly increasing staffing for sales and credit and collections; and

WHEREAS, Granite is a targeted industry proposing to create high-value job opportunities in the Area (the “Project”); and

WHEREAS, Granite anticipates creating 25 new high-value jobs in the Area over a three-year period with an average annual salary of \$65,300.00 which is more than 115% of the average annual private sector wage in Orange County; and

WHEREAS, the CRA proposes to provide Granite funds from the High Wage/High Value Job Creation Program for Program Incentives set forth in **Exhibit “B”** in an amount not to exceed Sixty-Eight Thousand, Seven Hundred Fifty Dollars and No Cents (\$68,750.00) to be paid to Granite in annual payments, in arrears, beginning in Fiscal Year (FY) 2021-2022 which will be based on Granite’s actual job creation; and

WHEREAS, the CRA finds and declares it is in the public’s best interest to award these funds to Granite pursuant to this Agreement.

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

1. Recitals. The above recitals are true and correct and form a material part of this Agreement.
2. Incorporation of Premises. The premise of this Agreement is incorporated herein as if fully set out below. All exhibits to this Agreement are hereby deemed a part hereof.
3. Effective Date. This Agreement shall be effective on the date it is last executed by a party hereto, and shall, unless sooner terminated as provided herein, automatically terminate September 30, 2031.
4. Obligations of the CRA:
 - a. The CRA shall appropriate an amount not to exceed the total sum of Sixty-Eight Thousand, Seven Hundred Fifty Dollars and No Cents (\$68,750.00) from the High Wage/High Value Job Creation Program for FY’s 2021-2022 through 2026-2027. The CRA shall make annual payments (“Program Payments”) in accordance with the schedule in **Exhibit “B”**, based on the actual number of jobs created as shown in the Annual Report described in section 8 herein, provided Granite meets its obligations as set forth in section 5.
 - b. The CRA’s obligations to make the Program Payments shall arise only upon receipt of the following:
 - i. Granite’s written request for a Program Payment for the applicable calendar year by March 1 of the following calendar year; and
 - ii. Granite’s provision to the CRA of all documents, statements, including the Annual Report as further described in Section 8, and other evidence of completion of the requirements

contained in this Agreement and the applicable Program Incentive(s), as described in **Exhibit “A”**, which is incorporated herein by reference.

- c. Provided the CRA, in its reasonable judgment, has determined that Granite has complied with the requirements of this Agreement and the applicable Program Incentive(s), the CRA shall make the appropriate Program Payment within 90 days of receipt of a written request for a Program Payment.
- d. Granite expressly understands that the CRA will not accrue obligations for Program Payments for calendar years in which Granite fails to provide a written request for payment by March 1 of the following calendar year and acknowledges that failure to submit such request and Annual Report by such date may result in a forfeiture of that year's Program Payment.

5. Obligations of Granite:

- a. Granite shall create 25 new jobs over a three-year period, paying an average annual wage of \$65,300.00 not including benefits, in accordance with the schedule set forth in **Exhibit “B”**. The CRA shall pay a prorated portion of the Program Payments referenced in section 4 herein based on the actual number of jobs created as shown in the Annual Report described in section 8 herein.
- b. Granite shall maintain its location in the Area and comply with the terms and conditions set forth for each Program Incentive in **Exhibit “A”** in which Granite is participating, as listed in **Exhibit “B”**. If Granite fails to maintain its location, comply with such terms and conditions, or fails to create the requisite number of jobs, then Granite shall receive no Program Payment referenced in section 4 for that particular Program Incentive(s) for that particular year and any remaining year(s).
- c. Granite shall comply with all Program requirements, including those related to any additional incentive(s) applied for and the Annual Report, and shall maintain the requisite number of jobs for the ten-year period following the Effective Date of this Agreement. Granite shall notify the CRA of any changes to the number of incented jobs during this maintenance period. Granite understands that if it fails to maintain the requisite number of jobs for the ten-year period following the Effective Date of this Agreement, then Granite must reimburse the CRA a prorated portion of the Program Payments based on the actual time period the jobs were in existence.

- d. Granite shall occupy a physical location within the Area that provides at least 200 square feet of space per incented employee.

6. Termination.

- a. This Agreement shall terminate on September 30, 2031, unless terminated sooner as provided herein.
- b. If Granite breaches any material term of this Agreement and such breach remains uncured for a period of thirty (30) days written notice, or such additional period as may be reasonably required to cure such breach, the CRA may terminate the whole or any part of this Agreement and may pursue any and all legal remedies available to seek reimbursement of funds already paid.
- c. Before the CRA may exercise its right of termination, the CRA shall provide written notice to Granite of Granite's breach or default and Granite shall have thirty (30) days thereafter, or such additional period as may be reasonably required to cure such breach, within which to cure the breach or default.
- d. Waiver by the CRA of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 7. Records. Granite shall maintain books, records, and other evidence relating to the Project in accordance with generally accepted accounting principles, procedures and practices, which documents the Project in a manner that fulfills the requirements of this Agreement.
- 8. Extension. Granite may request in writing to the CRA to push back the initial year of this Agreement for a one-year period if Granite is not able to create the required number of jobs in accordance with **Exhibit "B."** In addition, Granite may request in writing to the CRA to push back a future one-year period if Granite is not able to comply with the terms of this Agreement due to causes beyond its control as provided in Paragraph 14 herein and the CRA may grant the request at the sole discretion of the Executive Director of the CRA.
- 9. Annual Report. Granite shall submit a completed Annual Report to the CRA in the format provided in **Exhibit "C"** for each applicable calendar year that a Program Payment is due as indicated in **Exhibit "B."** The Annual Report shall be reviewed and certified by a third-party Certified Public Accountant (CPA) prior to submittal to the CRA shall be submitted no later than March 1 of the calendar year following the applicable year that a payment is due.

Granite shall not receive Program Payments for calendar years in which Granite fails to submit a complete and certified Annual Report by March 1.

10. Audit. Granite expressly acknowledges that, during the term of this Agreement, the CRA shall have the right to audit, at its own expense, the books and records from time to time to verify compliance by Granite with the terms, conditions, limitations, restrictions and requirements of this Agreement. The CRA shall, upon reasonable notice, have full access during normal business hours for inspection, review and audit of the books and records. Any cost incurred by Granite as a result of a CRA audit shall be the sole responsibility of and shall be borne by Granite.
11. Repayment. Granite shall be liable for repayment of any Program Payments dispersed under the terms of this Agreement, which may be deemed by the CRA to have been dispersed in error.
12. Indemnification. Granite shall indemnify and hold harmless the CRA, its agents, employees, and elected and appointed officials, from and against all claims, damages, losses, and expenses (including all attorney's costs and fees, and all attorney's costs and fees on appeal) arising out of or resulting from Granite's performance or activities as provided herein.
13. Notification of Address Change. Granite shall notify the CRA of any changes to the mailing and principal address of any of its offices within ten (10) calendar days of the official address change.
14. Force Majeure. The parties shall use reasonable diligence to ultimately fulfill the intent of this Agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, hurricanes or wind storms, epidemics, pandemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.
15. Controlling Laws.
 - a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CRA now in effect and those hereinafter adopted.

- b. The location for settlement of any and all claims, controversies, or disputes arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

16. Miscellaneous.

- a. Granite warrants that it has not employed or retained any company or person, other than a bona fide employee or consultant working for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for them, any fee, commission, percentage, gift, or any other consideration that is contingent upon or resulting from the award or making of this Agreement.
- b. Granite warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, or marital status.
- c. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing.
- d. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed and independent provision and such holding shall not affect the validity of the remaining portion hereto.
- e. If either party has to file suit to enforce the terms of this Agreement or pursue reimbursement of funds, the prevailing party shall be entitled to attorney's fees.
- f. Upon execution, this Agreement shall be recorded in the Public Records of Orange County, Florida.

17. Notices. Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery to the addresses below or such other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

CRA: Executive Director
Community Redevelopment Agency

400 South Orange Avenue, 6th Floor
Orlando, FL 32801

Economic Development Department Director
City of Orlando
400 South Orange Avenue, 3rd Floor
Orlando, FL 32801

Granite: Michael B. Galvin, CAO
Granite Telecommunications, LLC
100 Newport Avenue Extension
Quincy, MA 02171

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals each upon the date so indicated.

**GRANITE TELECOMMUNICATIONS,
LLC**

By: _____

Print Name: _____

Title: _____

WITNESS:

Print Name: _____

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF NORFOLK

PERSONALLY APPEARED before me, by means of ☐ physical presence or ☐ online notarization, the undersigned authority, _____, ☐ well known to me or ☐ who has produced his/her _____ as identification, and known to me to be the _____ of above-mentioned corporation, and acknowledged before me that he/she executed the foregoing High-Value Job Creation Program Agreement on behalf of said corporation, as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this ____ day of _____, 2022.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

COMMUNITY REDEVELOPMENT AGENCY

By: _____

Chairman

Print Name: _____

Date: _____

ATTEST: _____

Executive Director

Print Name: _____

Date: _____

APPROVED as to form and legality,
for the use and reliance of the
CRA/City of Orlando, Florida only.
_____, 2022.

Assistant City Attorney
City of Orlando, Florida

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me by means of ☐ physical presence or ☐ online notarization, the undersigned authority, _____, ☐ well known to me or ☐ who has produced his/her _____ as identification, and known to me to be the Chairman of the Community Redevelopment Agency, and acknowledged before me that he/she executed the foregoing High-Value Job Creation Program Agreement on behalf of the Community Redevelopment Agency as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this ____ day of _____, 2022.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

EXHIBIT “A”

HIGH WAGE/HIGH VALUE JOB CREATION PROGRAM

OVERVIEW. It is the City of Orlando’s and the CRA’s intent to attract targeted industries and targeted headquarters with high-wage, high-value jobs to Downtown Orlando by providing the following incentives for the purpose of accomplishing goals such as: Diversifying the local economy, growing high-wage, high-value jobs, and growing targeted industries. Incentives are available for qualified companies that locate high-wage, high-value jobs to a location within the Downtown Orlando Community Redevelopment Area (the “Area”).

1. **Job Creation Incentive** - In recognition of a company’s job creation, the CRA may provide a job creation incentive payment, as long as funds are available, of up to \$2,000 per job created within a five year period to be paid by the CRA to the company annually, in arrears,. The company will be required to maintain these jobs for a ten (10) year period from execution of an incentive agreement with the CRA.
- . The Job Creation Incentive is contingent upon the company having an established minimum number of employees by the end of Year 1 at a Downtown Orlando location within the CRA and retaining a minimum number of employees at the Downtown Orlando location through Year 10. To qualify for the Program’s Job Creation Incentive, the average annual wage must meet one of the following percentages:

Annual Average Wage (AAW)	Per job incentive value of up to
115% of the Orange County or State of Florida AAW	\$750
150% of the Orange County or State of Florida AAW	\$1,500
200% of the Orange County or State of Florida AAW	\$2,000

2. If a company qualifies for the Job Creation Incentive, it may qualify for one or more of the following additional incentives as long as funds are available:

Downtown Living Incentive – An additional incentive of up to \$1,000 per job incented under paragraph 1 herein may be provided to a company having a certain number of employees with a permanent primary residence located within the Area. The following percentages of employees must be met:

- 15% in Year 1;
- 20% in Year 2; and
- 25% in Year 3 and for the subsequent 10-year period.

Appropriate documentation showing proof of residency (i.e. tax record, evidence of a lease agreement, utility bill, etc...) must be provided in accordance with the incentive agreement.

Public Transportation Incentive – An additional incentive up to \$1,000 per incented job under paragraph 1 may be provided to a company which has a certain number of employees who are utilizing a Transportation Spending Account, as defined in the Internal Revenue Code Section 132 and the federal Transportation Equity Act for the 21st Century (“Transportation Spending Account”). The following percentages of employees must be met:

- 15% in Year 1;
- 20% in Year 2; and
- 25 % in Year 3 and for the subsequent 10-year period.

Appropriate documentation showing proof of the employee’s use of a transportation spending account must be provided in accordance with the funding agreement. To qualify for this incentive, each Transportation Spending Account must be funded in an amount of at least \$560 annually.

3. In addition to financial incentives, the CRA may provide successful applicants with assistance in obtaining access to relevant market data, labor force data, and real estate data, in connecting applicants with regional economic development organizations for workforce training, technical assistance, and strategic planning, and in coordinating with respect to permitting processes.
4. The CRA may determine overall incentive recommendations on a case-by-case basis.
5. Cumulative incentives granted to any one company under this Program will not exceed \$4,000 per job.
6. Eligible companies must occupy a physical location within the Area that provides at least 200 square feet of space per incented employee.
7. Eligible companies must sign a written agreement certifying that incented employees will spend at least 50 percent of their working hours in the CRA location.
8. Recipients of the HWHV program funding must submit an annual statement to certify their performance. The annual report must be reviewed and certified by a third-party, Certified Public Accountant (CPA), prior to submittal to the CRA.

EXHIBIT “B”

Payout Schedule for Each Program Incentive

Granite Telecommunications, LLC Phase In Schedule

High Wage High Value Job Incentive	\$ 750.00
Downtown Living Incentive	\$ 1,000.00
Public Transportation Incentive	\$ 1,000.00
Total Incentive Per Job	\$ 2,750.00

High Wage High Value Job Incentive							
Fiscal Year	Existing Jobs	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Incented Jobs	0	9	8	8	0	0	25
2022/2023	\$ -	\$ 1,688				\$	1,688
2023/2024	\$ -	\$ 1,688	\$ 1,500			\$	3,188
2024/2025	\$ -	\$ 1,688	\$ 1,500	\$ 1,500		\$	4,688
2025/2026	\$ -	\$ 1,688	\$ 1,500	\$ 1,500	\$ -	\$	4,688
2026/2027			\$ 1,500	\$ 1,500	\$ -	\$ -	3,000
2027/2028				\$ 1,500	\$ -	\$ -	1,500
2028/2029					\$ -	\$ -	-
2029/2030						\$ -	-
Total						\$	18,750

Downtown Living Incentive							
Fiscal Year	Existing Jobs	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Incented Jobs	0	9	8	8	0	0	25
2022/2023	\$ -	\$ 2,250				\$	2,250
2023/2024	\$ -	\$ 2,250	\$ 2,000			\$	4,250
2024/2025	\$ -	\$ 2,250	\$ 2,000	\$ 2,000		\$	6,250
2025/2026	\$ -	\$ 2,250	\$ 2,000	\$ 2,000	\$ -	\$	6,250
2026/2027			\$ 2,000	\$ 2,000	\$ -	\$ -	4,000
2027/2028				\$ 2,000	\$ -	\$ -	2,000
2028/2029					\$ -	\$ -	-
2029/2030						\$ -	-
Total						\$	25,000

Public Transportation Job Incentive							
Fiscal Year	Existing Jobs	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Incented Jobs	0	9	8	8	0	0	25
2022/2023	\$ -	\$ 2,250				\$	2,250
2023/2024	\$ -	\$ 2,250	\$ 2,000			\$	4,250
2024/2025	\$ -	\$ 2,250	\$ 2,000	\$ 2,000		\$	6,250
2025/2026	\$ -	\$ 2,250	\$ 2,000	\$ 2,000	\$ -	\$	6,250
2026/2027			\$ 2,000	\$ 2,000	\$ -	\$ -	4,000
2027/2028				\$ 2,000	\$ -	\$ -	2,000
2028/2029					\$ -	\$ -	-
2029/2030						\$ -	-
Total						\$	25,000

Total Potential Incentive \$ 68,750

Overall Potential Payout Schedule					
Fiscal Year	High Wage High Value Job Incentive	Downtown Living Incentive	Public Transportation Job Incentive	Total	
2022/2023	\$ 1,688	\$ 2,250	\$ 2,250	\$ 6,188	
2023/2024	\$ 3,188	\$ 4,250	\$ 4,250	\$ 11,688	
2024/2025	\$ 4,688	\$ 6,250	\$ 6,250	\$ 17,188	
2025/2026	\$ 4,688	\$ 6,250	\$ 6,250	\$ 17,188	
2026/2027	\$ 3,000	\$ 4,000	\$ 4,000	\$ 11,000	
2027/2028	\$ 1,500	\$ 2,000	\$ 2,000	\$ 5,500	
2028/2029	\$ -	\$ -	\$ -	\$ -	
2029/2030	\$ -	\$ -	\$ -	\$ -	
Total			\$	68,750	

EXHIBIT "C"
ANNUAL REPORT

Date:	
Report Period Start Date:	
Report Period End Date:	
Number of New Jobs Created:	
Average Annual Wage of New Jobs (excluding Benefits):	
Location of New Jobs:	
Number of Maintained Jobs previously reported:	
Average Annual Wage of Jobs previously reported: (excluding Benefits):	
Total Number of Jobs in the Area:	
Average Annual Wage of All Jobs in the Area:	
Total Number of Employees making at least the minimum required contribution to a Transportation Spending Account:	
Percentage of Employees making at least the minimum required contribution to a Transportation Spending Account:	
Percentage of Working Hours that incented Employees are spending in the Area (must be at least 50%):	

I have reviewed this Report and any pertinent information related thereto, and hereby certify it to be true and correct.

By: _____

Print Name: _____

Title: Certified Public Accountant (CPA)

Name of Accounting Firm or Business: _____

License No. _____

MINORITY/WOMEN ENTREPRENEUR BUSINESS ASSISTANCE (MEBA) PROGRAM FUNDING AGREEMENT

RTW PHOTOGRAPHY, LLC

This **MINORITY/WOMEN ENTREPRENEUR BUSINESS ASSISTANCE PROGRAM FUNDING AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by and between the Community Redevelopment Agency of the City of Orlando, a public body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes (hereinafter referred to as the “CRA”), the principal address of which is Orlando City Hall, 6th Floor, 400 S. Orange Ave., Orlando, Florida 32801, and RTW Photography, LLC, a Florida limited liability company (hereinafter referred to as “Grantee”), the principal address of which is 561 N. Parramore Avenue, Orlando, Florida 32801 (hereinafter singularly referred to by their respective designation contained hereinabove, or as the “Party”, and collectively as the “Parties”).

WHEREAS, the CRA was created as a public body corporate and politic of the State of Florida, for the purposes of the community redevelopment objectives of Part III, Chapter 163, Florida Statutes; and

WHEREAS, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes, and further implement the Downtown Orlando Community Redevelopment Plan adopted pursuant thereto, the CRA has adopted and established the Minority/women Entrepreneur Business Assistance Program (hereinafter referred to as the “Program”), which provides CRA financial assistance towards certain specified start-up, retention, or relocation costs and expenses for eligible enterprises within the Program’s Target Area (“Target Area”) within Downtown Orlando; and

WHEREAS, the CRA has found and declared that the Program serves an important and significant public purpose and is necessary and proper in order to promote the health, safety, and welfare of the public by furthering the eradication of slum and blight by providing vibrant retail and services within the Program’s Target Area; and

WHEREAS, Grantee is eligible for CRA financial assistance pursuant to the Program because it is an existing for-profit business that is expanding in space currently leased at **561 N. Parramore Avenue and 682 Amelia Street, Orlando, Florida**, which is located within the Program’s Target Area; and

WHEREAS, the expansion of Grantee’s business will further the CRA objective of providing new and improved neighborhood businesses within the Program’s Target Area; and

WHEREAS, Grantee is seeking assistance under the Program in the form of reimbursement for capital equipment, rent abatement, and marketing costs; and

WHEREAS, in order to offset such expenses of the business, the CRA, upon recommendation by the MEBA Advisory Board and CRA Advisory Board, awarded funding in

the amount of up to Thirty-Five Thousand, Seven Hundred Twenty-Three Dollars and 56 Cents (\$35,723.56) to be given pursuant to and contingent upon the terms of this Agreement; and

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CRA and Grantee agree as follows:

1. Incorporation of Recitals. The recitals set forth hereinabove are true and correct and are incorporated herein as if fully set out below.

2. Funding. Subject to Grantee complying with the conditions contained in section 3 hereunder, the CRA shall provide funding up to the amount of Thirty-Five Thousand, Seven Hundred Twenty-Three Dollars and 56 Cents (\$35,723.56) (“the Funding”) in accordance with the following:

a. Upon Grantee providing invoices, receipts, and other appropriate documentation of the expenditures made by Grantee, deemed acceptable by the Executive Director of the CRA, the CRA shall pay to Grantee an amount not to exceed Thirty-Five Thousand, Seven Hundred Twenty-Three Dollars and 56 Cents (\$35,723.56) as reimbursement for purchases made in the following categories associated with the expansion of the business in the Target Area. Purchases must be made after the Effective Date of this Agreement. The amounts that the CRA will reimburse for a particular item(s) within a category will be the actual amount of Grantee’s expenditure for such item(s) as reflected in the documentation provided to the CRA by Grantee as required by this section. However, the total amount reimbursed will not exceed the amount allocated below where indicated.

- Capital Equipment

- Nikon Camera Lens 24-70 mm
 - Rode Microphone
 - 24” iMac with M1 Chip
 - Audio Recorder
 - Camera Bag
 - Wireless Flash Transmitter
 - SD Memory Card

- Rent Abatement in an amount not to exceed \$4,249.61 per month for a six-month period that will begin on the date lease amendment is executed by the Grantee extending the current lease through the full Term of this Agreement or longer for space located at 561 N. Parramore Avenue and 682 Amelia Street, Orlando, Florida. Grantee shall provide a copy of the lease amendment to the MEBA Program Manager no later than fifteen (15) days after the date of execution of this Agreement.

- Marketing Expenses not to exceed \$9,028.00

- Website Re-Design and Enhancements
 - Marketing Research
 - Campaign Development and Strategy

Social Media Engagement, Promotions and Digital Advertising
Public Relations Campaign
Direct Mail Promotions

Total Reimbursement Amount:.....\$35,723.56

b. If all items for above categories have been purchased and the amount the CRA has reimbursed Grantee is less than \$35,723.56, Grantee may use the remaining funds for other item(s) not included in the proposal submitted, but that are associated with the expansion of the business, upon approval by the Executive Director of the CRA, provided that the total amount reimbursed Grantee under the terms of this Agreement does not exceed \$35,723.56.

c. Any items listed in the above categories may not be substituted for a similar or different item(s) without approval from the Executive Director of the CRA or his/her designee.

d. If a specified amount is allocated to a specific category listed above, such funds cannot be shifted in whole or in part to another category without approval from the Executive Director of the CRA or his/her designee.

3. Conditions to Funding. The CRA shall not be obligated to provide the Funding enumerated in Section 2 hereof to Grantee unless Grantee first meets the requirements set forth in subsections (a) and (b), and maintains compliance with the other conditions listed thereafter during the term of this Agreement:

- a. Grantee shall provide a Design Action Plan (DAP) to the MEBA Program Manager prior to receiving the first payment from the CRA pursuant to section 2 herein.
- b. Grantee shall execute an amendment to the current lease with Church Street Retail Partners I, LLC extending the current leases at 561 N. Parramore Avenue and 682 Amelia Street, Orlando, Florida through at least the end of the Term of this Agreement. Grantee shall abide by the terms of its leases and remain in such spaces during the Term of this Agreement. Grantee shall provide a copy of the lease amendments to the MEBA Program Manager no later than fifteen (15) days after the date of execution of this Agreement. Should Grantee desire to relocate within the Target Area during the Term, such relocation must be approved in advance of relocation by the CRA's Executive Director in order for Grantee to remain in compliance with the terms hereof.
- c. Grantee shall remain open for business as "RTW Photography" at 561 N. Parramore Avenue and 682 Amelia Street, Orlando, Florida.

- d. Grantee shall, at a minimum, be open for business at least five (5) days a week and at least eight (8) hours per day for a minimum of forty (40) hours each work week.
- e. Grantee shall display the Downtown Orlando logo, as provided by the CRA, on the front main entrance door of the business.
- f. Grantee shall maintain active, transparent, and clear storefront windows.
- g. Grantee shall seek technical assistance from an economic development organization or company, approved by the CRA Executive Director, or his or her designee, on an as-needed basis to address financial issues, business strategy, and/or marketing.
- h. Grantee shall execute a Security Agreement and Continuing Guaranty simultaneously with this Agreement.

4. Deferred Loan. The MEBA grant is a deferred loan, whereby no interest will accrue upon the principal of the total award amount and payment to the CRA shall be deferred during the term of this Agreement. The loan shall depreciate at 33% each year for the first two years and 34% for the third year. At the end of the three-year period, the loan shall be forgiven in its entirety as long as the Grantee is in compliance with the terms and conditions of this Agreement. In the event of a Default, the CRA shall be entitled to a pro rata share (using a three-year amortization schedule for the loan proceeds) of the total loan amount.

5. Progress and Financial Reporting. During the term of this Agreement, Grantee shall submit quarterly reports to the Program Manager for the MEBA Program. Such reports shall demonstrate Grantee's compliance with the Conditions to Funding enumerated in Section 3 herein and shall be in a form that is acceptable to the CRA's Executive Director. Such reports shall also include the number of clients served and profit and loss statements. In addition, Grantee shall provide an Annual Status Report to the MEBA Advisory Board and the CRA Advisory Board at a Board meeting. Grantee shall obtain the reporting format for both the quarterly and annual reports from the Program Manager.

6. Covenants, Representations, and Acknowledgements of Grantee. Grantee hereby covenants, represents, and acknowledges the following:

- a. Grantee shall at all times be in compliance with the Orlando City Code, including, but not limited to, code sections pertaining specifically to planning, zoning and permitting, and Grantee shall maintain a current and valid City of Orlando business tax receipt (formally known as an occupational license) and any other required licenses at all times. This part is not intended to preclude the City of Orlando from granting Grantee certain waivers, exemptions, or variances as allowed under the Orlando City Code.
- b. Grantee shall make timely payment of any and all taxes owed by Grantee.

- c. Grantee has not and will not apply for funding through The City of Orlando Business Assistance Program.

7. Books and Records. Grantee shall compile and maintain accurate books and records indicating its compliance with the requirements of this Agreement and shall make such records available at a mutually agreed upon time for inspection and/or audit by the CRA during regular business hours.

8. Default. The occurrence of any one of following events or conditions shall constitute a default and breach of this Agreement by Grantee, and shall entitle the CRA to enforce the terms of the Security Agreement, immediately cease any payments contemplated herein to Grantee, seek reimbursement of any funds already paid by the CRA to Grantee, and terminate this Agreement upon ten (10) days written notice to Grantee:

- a. Grantee's failure to comply with any of the requirements and Conditions to Funding contained herein at Section 3.
- b. Grantee's failure to maintain and operate the business, except for normal U.S. holidays, as required in Section 3(b) herein at anytime during the Term of this Agreement. (A temporary closure may only be permitted with prior written approval of the CRA.)
- c. Grantee's abandonment or permanent closing of the business without prior written notice to the CRA.
- d. Grantee's sale of the business or change of the current business that would not independently qualify for the Program.
- e. Grantee's making of a material misrepresentation in any certification or communication submitted by the Grantee to the City or CRA in an effort to induce the award of the grant, payment or the administration thereof that is determined to be false, misleading, or incorrect in any material manner.
- f. Grantee is found guilty of, or enters a plea of no contest for, committing a misdemeanor or felony that is related to this Agreement.

Failure of the CRA to declare a default shall not constitute a waiver of any rights by the CRA. Furthermore, the waiver of any default by the CRA shall in no event be construed as a waiver of rights with respect to any other default, past or present.

9. Indemnification. To the extent permitted by law, Grantee shall indemnify, defend and hold harmless the CRA, its agents, employees, and elected and appointed officials, including the Advisory Boards to the CRA and their members, from and against all claims, damages, losses, and expenses (including all attorneys' costs and fees reasonably and actually incurred, and all attorneys' costs and fees on appeal) arising out of or resulting from Grantee's performance under this Agreement, and which are caused in whole or in part by Grantee, its agents, employees or

subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

10. Bankruptcy. In the event (a) an order or decree is entered appointing a receiver of Grantee or its assets, which is not appealed (or if appealed is determined adverse to Grantee) or (b) a petition is filed by Grantee for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty (60) days after the filing thereof, then the CRA shall have the right to immediately terminate this Agreement.

11. Force Majeure. The parties shall use reasonable diligence to ultimately accomplish the purpose of this Agreement but shall not be liable to each other, or their successors or assigns, for breach of contract, including damages, costs, and attorney's fees (including costs or attorney's fees on appeal) as a result of such breach, or otherwise for failure to timely perform its obligations under this Agreement occasioned by any cause beyond the reasonable control and without the fault of the parties. Such causes may include but shall not be limited to acts of God, acts of terrorism or of the public enemy, acts of other governments (including regulatory entities or courts) in their sovereign or contractual capacity, fires, hurricanes, tornadoes, floods, epidemics, quarantines, restrictions, strikes, substantial shortages of building materials within the Orlando Metropolitan Area, or failure or breakdown of transmission or other facilities ("Force Majeure"). Notwithstanding anything herein to the contrary, if Grantee or the CRA is delayed, hindered or prevented in or from performing its respective obligations under this Agreement by any occurrence or event of Force Majeure, then the period for such performance shall be extended for the period of such performance is delayed, hindered or prevented, and the party delayed, hindered or prevented in or from performing shall not be deemed in breach hereunder.

12. Agency. Grantee and CRA, and their agents, contractors, and subcontractors, shall perform all activities that are contained herein as independent entities and not as agents of each other.

13. Third-party Beneficiaries. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

14. Binding Nature of Agreement. This Agreement shall be binding, and shall inure to the benefit of the successors or assigns of the parties hereto, and shall be binding upon and inure to the benefit of any person, firm, or corporation that may become the successor in interest, directly or indirectly, to the Business, or any portion thereof.

15. Controlling law and venue. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulation and policies of the City of Orlando now in effect and those hereinafter adopted. Unless otherwise specified in this Agreement for a particular issue, all City ordinances, rules, regulations and policies are applicable. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

16. No Liability or Monetary Remedy. Grantee hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the CRA, and that the CRA bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy available to Grantee for any breach by the CRA is one of mandamus to require the CRA's specific performance under the terms and conditions of this Agreement.

17. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between Grantee and the CRA. Grantee cannot create any obligation or responsibility on behalf of the CRA or bind the CRA in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any responsibility or obligation contemplated herein. Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by Grantee as an inducement to entering into this Agreement.

18. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the CRA in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the CRA contained herein.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waiver of the provisions herein shall be made by the parties in writing.

20. Severability. If a sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion hereto.

21. Estoppel Letter. Upon the request of Grantee or one of its lenders, the CRA hereby agrees to furnish a letter stating whether (i) this Agreement is in full force and effect, (ii) there are any defaults under this Agreement and, if any, identify them, and (iii) all amounts due and payable hereunder have been paid in full, and, if not, the outstanding balances hereunder. Such letter shall be furnished within ten (10) days after request therefore.

22. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and deemed to be delivered when (i) hand delivered to the person hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

CRA: Thomas Chatmon
Executive Director
Community Redevelopment Agency
Orlando City Hall
400 S. Orange Ave.
Orlando, Florida 32801

Copy to: Stacey Adams
Assistant City Attorney
Orlando City Hall
400 S. Orange Ave.
Orlando, Florida 32801

Grantee: RTW Photography, LLC
Attn: _____, Managing Member
561 N. Parramore Avenue
Orlando, Florida 32801

21. Assignment. Grantee shall not assign this Agreement without the prior and written consent of the CRA.

22. Term. The term of this Agreement shall be three (3) years, commencing on the Effective Date, unless this Agreement is terminated earlier.

23. Effective Date. This Effective Date of this Agreement shall be the date upon which all parties have fully executed the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated below.

RTW PHOTOGRAPHY, LLC

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The forgoing MEBA Program Agreement is acknowledged before me this _____ day of _____, 2022, by _____, who is the _____ for RTW Photography, LLC, a Florida limited liability company, and the Grantee. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Print Name: _____

Commission Expires _____

For the Community Redevelopment Agency

Buddy Dyer, Chairman

Date

ATTEST:

Thomas C. Chatmon, Jr.
Executive Director, CRA

Approved as to form and legality for the use and reliance of the CRA only:

Assistant City Attorney