

**ADDENDUM NO. 29
TO THE AGREEMENT DATED JUNE 15, 2018
BETWEEN GREATER ORLANDO AVIATION AUTHORITY
AND MSE GROUP, LLC**

Project: **Natural Attenuation Monitoring Pertaining to Frontier Jet Fuel Discharge on the North Ramp, Orlando International Airport**

THIS ADDENDUM is effective this 13th day of September, 20 22, by and between the **GREATER ORLANDO AVIATION AUTHORITY** ("Authority"), and **MSE GROUP, LLC** ("Consultant").

WITNESSETH:

WHEREAS, by Agreement dated June 15, 2018 Authority and Consultant entered into an agreement for Consultant to provide **Continuing Environmental Engineering** consulting services; and

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

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

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

1. Consultant shall perform additional services in accordance with the terms of the Agreement and the attached Exhibit "A." Consultant shall be paid for such additional services according to the payment terms set forth in the Agreement.
2. Consultant shall be compensated for such additional services in the **NOT TO EXCEED** amount of **THIRTY-THREE THOUSAND THREE HUNDRED TWENTY-SIX AND NO/100 DOLLARS (\$33,326.00)**, broken down as follows:

Professional Fees:	NTE:	\$22,080.00
Professional Fees:	LS:	\$0.00
Reimbursable Expenses:	NTE:	<u>\$11,246.00</u>
Total:		\$33,326.00

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

AND

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

§ 287.135; and (2) not engaged in business operations in Cuba or Syria, as defined in Florida Statutes § 287.135, as amended.

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

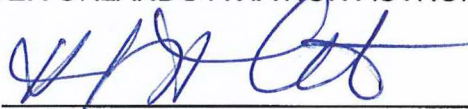
In the event the Agreement is for One Million Dollars (\$1,000,000.00) or more, Authority may terminate this Agreement for cause and without the opportunity to cure if the Consultant is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan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

5. Except as expressly modified in this Addendum, the Agreement dated June 15, 2018 and all prior addenda will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Addendum this 24 day of October, 2022

GREATER ORLANDO AVIATION AUTHORITY

By:



Kevin J. Thibault, P.E.
Chief Executive Officer

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

this 24 day of Oct, 2022

By:


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

MSE GROUP, LLC

By:



Signature (Duly Authorized Rep.)

James E. Cotton

Printed Name

9/14/2022

Title



Memorandum

To: Members of the Construction Committee

From: Dan Carrington Environmental Manager

Date: September 13, 2022

Re: Request for Approval of an Addendum to the Continuing Environmental Engineering Consultant Services Agreement with MSE Group, LLC to perform Natural Attenuation Monitoring pertaining to Frontier Jet fuel Discharge on the North Ramp at the Orlando International Airport.

Consultant's proposal, dated August 1, 2022 (revised September 1, 2022), is to perform well installations and natural attenuation monitoring which was requested by the Florida Department of Environmental Protection (FDEP) at the North Ramp location.

If approved, these services would be effective the date of Construction Committee approval.

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

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

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

Funding is from GASB 49 (308.711.170.5310010.000.501159). Funding source verified by Marie Dennis of Construction Finance on 9/12/22 as correct and available.

It is respectfully requested that the Construction Committee approve an Addendum to the Continuing Environmental Engineering Consultant Services Agreement with MSE Group, LLC for the services contained herein and the amount as shown below:

Not to Exceed Fees	\$22,080.00
Lump Sum Fees	\$0.00
Not to Exceed Expenses	\$11,246.00
TOTAL	\$33,326.00
AAC – Compliance Review Date	9/5/22 9/7/22
AAC – Funding Eligibility Review Date	9/12/22



Proposal

ECOLOGICAL | ENVIRONMENTAL | ENGINEERING

August 1, 2022
(revised September 1, 2022)

Electronic Mail Delivery Only

dcarrington@goaa.org

Mr. Dan Carrington
Greater Orlando Aviation Authority
5855 Cargo Road
Orlando, Florida 32827

RE: **Proposal for Natural Attenuation Monitoring**
Frontier Jet Fuel Discharge
NWTSA Ramp
Greater Orlando Aviation Authority - Orlando International Airport
Continuing Environmental Engineering Consulting Services - June 15, 2018

Dear Mr. Carrington:

MSE Group, LLC (MSE) is pleased to present our proposal for Natural Attenuation Monitoring (NAM) services at the Orlando International Airport (OIA) Frontier Jet Fuel Discharge site located in Orlando, Florida. This scope will be conducted under MSE's Agreement for Continuing Environmental Engineering Consulting Services dated June 15, 2018.

Background

On May 6, 2022, approximately 600 gallons of jet fuel were discharged from a commercial aircraft undergoing maintenance on the NWTSA Ramp. Though approximately 400 gallons of fuel were reportedly recovered by vacuum trucks, some migrated over paved surfaces into the eastern portion of the unpaved area south of the ramp.

Following excavation of impacted soil, one temporary monitoring well was installed in the center of the former excavation. Analysis of groundwater samples collected from the well indicated the presence of several petroleum-related contaminants above groundwater cleanup target levels (GCTLs).

Scope of Work

Task 1 – Downgradient Monitoring Well Installation

To determine the nature and extent of the groundwater impacts, two shallow, permanent monitoring wells will need to be installed. One well will be completed in the source area and a second well will be constructed downgradient of the source area. The wells will be constructed by a licensed well driller using 1-inch diameter PVC, will be screened from 5-15 feet bgs (with a pre-packed filter), and



will be finished above grade (source area) and flush-to-grade (downgradient). Following installation, the wells will be sampled and analyzed for the following parameters:

- BTEX/MTBE by EPA method 8260
- Low-level PAHs by EPA Method 8270-SIM
- TRPHs by the FL-PRO method

Analytical results will be presented in the SAR for FDEP review.

Task 2 – Natural Attenuation Monitoring

Assuming the downgradient groundwater sample is free of contaminants, a Natural Attenuation Monitoring (NAM) plan will be submitted to the FDEP in accordance with Rule 62-780.690, F.A.C. The NAM plan scope will include the following:

- Groundwater sampling at two groundwater monitoring wells: MW-03 (source) and MW-04 (downgradient/point of compliance) on a quarterly basis for a period of one year. Quality assurance/quality control (QA/QC) samples will be collected during each event per FDEP SOPs.
- Laboratory analysis of the samples for the parameters described in Task 1.
- Concurrent with each sampling event, the collection of depth-to-water measurements from monitoring wells and piezometers to monitor the direction of groundwater flow in the upper surficial aquifer.
- The preparation and submittal of quarterly NAM reports to the FDEP.

The NAM reporting will include copies of analytical reports, summary tables, field forms, and figures showing the site, sampling locations and areas of contamination, if present. The final NAM report will summarize the annual data and provide appropriate recommendations based on contaminant concentrations recorded over the first-year monitoring period. It is noted that the NAM plan presented here has not yet been approved by the FDEP.

Assumptions

The following assumptions were used in the development of the scope of work and associated costs:

- The SAR and recommended NAM plan will be approved by the FDEP.
- Quarterly NAM will be limited to 1 year.
- Laboratory services will be provided on a standard turnaround time. Additional costs may be incurred if analytical data is rushed.

Cost Estimate

The scope of services defined above will be completed on a time and materials basis for each requested service per June 15, 2018 Continuing Environmental Engineering Consulting Services Contract and will not exceed **\$33,326.00**. MSE will utilize the unit rates provided in **Attachment A**.



MWBE/LDB Commitment

MSE has teamed with Southern Research Laboratories, Inc., a certified Orange County Minority/Women Business Enterprise to provide the analytical services for this project. Subcontractor cost backups are provided in **Attachment B**.

Closure

We appreciate the opportunity to submit this proposal. If you have any questions or require additional information, please contact me at 407.304.9568 or jcotton@msegroupp.com.

Very truly yours,
MSE Group, LLC

A handwritten signature in blue ink that reads "James E. Cotton".

James Cotton, PG
Contract Manager

Attachments:

- Attachment A – Proposed Unit Rate Fees
- Attachment B – Subcontractor Costs
- Attachment C – Truth in Negotiation Certificate

Attachment A – Proposed Unit Rate Fees

Attachment A - Cost Estimate

Frontier Jet Fuel Release - Natural Attenuation Monitoring (NAM)

Continuing Environmental Engineering Consulting Services - June 15, 2018

September 1, 2022

ITEM	RATE	UNIT	Number of Units	Total
MSE PERSONNEL LABOR				
Principal Engineer/Scientist	\$231.00	Hour		\$0.00
Associate Engineer/Scientist	\$178.00	Hour		\$0.00
Senior II Professional	\$150.00	Hour	8	\$1,200.00
Senior I Professional	\$130.00	Hour	40	\$5,200.00
Project II Professional	\$116.00	Hour		\$0.00
Project I Professional	\$102.00	Hour	16	\$1,632.00
Staff II Professional	\$87.00	Hour	112	\$9,744.00
Senior Technician	\$76.00	Hour		\$0.00
Staff I Professional	\$72.00	Hour	48	\$3,456.00
Admin/Clerical	\$53.00	Hour	16	\$848.00
PERSONAL PROTECTIVE EQUIPMENT				
Level D PPE (Hard Hat, Work Gloves, Boots, Cotton Clothes, Safety Glasses)	\$25.00	Per Man/Day	8	\$200.00
Disposable Gloves (Latex)	\$25.00	Box	2	\$50.00
SAMPLING/TESTING EQUIPMENT				
Crew Truck	\$130.00	Day	5	\$650.00
YSI 556 (DO/COND/pH/ORP) with FLOW CELL	\$140.00	Day	4	\$560.00
Turbidity Meter	\$50.00	Day	4	\$200.00
Water Level indicator	\$50.00	Day	4	\$200.00
3/8" Poly Down Well Tubing (100FT)	\$38.00	Roll	2	\$76.00
Silicone Tubing	\$4.00	LF	15	\$60.00
Peristaltic Pump	\$50.00	Day	4	\$200.00
IDW DISPOSAL - CLEAN EARTH AOTC				
55 Gallon Drum (DOT Open Top Metal)	\$112.50	Each	2	\$225.00
Drum Transportation for Disposal	\$550.00	Each	1	\$550.00
Drum disposal (Investigation-Derived Waste)	\$115.00	Each	2	\$230.00
WELL INSTALLATION - EARTH TECH DRILLING				
Mobilization/Demobilization	\$1,275.00	Each	1	\$1,275.00
Daily Rate	\$1,700.00	Day	1	\$1,700.00
Well Materials	\$555.00	per well	2	\$1,110.00
Permits	\$50.00	each	1	\$50.00
ANALYTICAL SERVICES - SOUTHERN RESEARCH LABORATORIES				
Volatile Organic Aromatics/Halocarbons in Water by GC-MS (5030/8260)	\$60.00	Each	17	\$1,020.00
Florida-Petroleum Range Organics in Water (FL-PRO)	\$80.00	Each	17	\$1,360.00
PAHs in Water by GC-MS (3550/8270C-SIM)	\$90.00	Each	17	\$1,530.00
MSE NTE Labor	\$22,080.00	66.3%		
MSE NTE Expenses	\$2,196.00	6.6%		
NTE Subcontractor Expenses	\$9,050.00			
Earth Tech Drilling, Inc.	\$4,135.00	12.4%		
Southern Research Laboratories (W/MBE)	\$3,910.00	11.7%		
Clean Earth	\$1,005.00	3.0%		
Total NTE Amount	\$33,326.00			
The above referenced fees and expenses are estimated. The actual fees and expenses will vary based on scope of work performed.				

Attachment B – Subcontractor Costs



EARTH TECH DRILLING
2703 NW 19TH STREET, POMPANO BEACH, FL 33069
954.974.2424 FAX:954.974.2423

Contractor Name: Montrose - Patrick Bendl - 724 591-6324

Date: 7/25/2022

Site Name : OIA - Orlando, FL

FAC ID#:

PROPOSED SCOPE OF WORK:

Hand Clear all borings to 5' or Refusal

(1) MW 2"x15' w/ 10' .010" Pre-Pack Screen - PVC Stickup - No Soil Sampling - Installed w/ DPT Rods

Permit

Install 4" Aluminum AGP on Existing Well w/ 2 Bollards

DIRECT PUSH TECHNOLOGY	Unit	Unit Rate	Number of Units	Extended Price
Equipment Type: DPT Track Rig				
Direct Push Daily Rate ¹ - on-site day	whole day	\$1,700.00	1	\$1,700.00
Direct Push Half-Day Rate ¹ - on-site half day	half day			\$0.00
Auger Attachment, 2" Well Install with 4.25" ID Augers	per foot			\$0.00
Auger Attachment, 4" Surface Casing	each			\$0.00
Pre-Packed PVC Well Screen (includes all materials) 2" x 5'	each	\$150.00	2	\$300.00
Well Riser (includes all materials) 2" x 5'	each	\$45.00	2	\$90.00
Well Completion (includes 30 Min Dev., 8" BD Manhole & locking well cap)	per well	\$225.00	1	\$225.00
Well Completion (includes 4" AGP w/ 2 Bollards)	per well	\$495.00	1	\$495.00
MISCELLANEOUS				
Mobilization	roundtrip	\$1,275.00	1	\$1,275.00
Per Diem	per crew / per night			\$0.00
DOT Approved 55-gal Drum	each	\$80.00	0	\$0.00
Permits ² (Drilling or abandonment only; cost according to WMD & Local Municipalities)	each	\$50.00	1	\$50.00
Well Development w/ PVC Stickup	each	\$125.00	0	\$0.00
Grout Abandon 2" Well	per foot	\$14.00	0	\$0.00
Remove Pad/Manhole	each	\$135.00	0	\$0.00
TOTAL QUOTE PRICE				\$4,135.00

Notes: **ETD Policy: If pea gravel is encountered, borehole advancement is terminated. If client would like to continue borehole advancement, it is at the risk of the consultant, FDEP or property owner.**

Days to Complete Scope of Work: 1 Day

Project No.: _____

Subcontract Company Name: EARTH TECH DRILLING, Inc.

Subcontract Mailing Address: 2703 NW 19th Street, Pompano Beach, FL 33069

Signature and Title of Person Submitting Quote: *Charles Bucher* / Sr. Project Manager

Date: 7/25/2022



279 Douglas Ave., Suite 1110
Altamonte Springs, Florida 32714
(407) 522-7100 Fax (407) 522-7043

PRICING SCHEDULE 2022
PREPARED FOR : MSE

VOLATILE ORGANIC COMPOUNDS

PARAMETER	EPA/STANDARD METHOD TEST	COST OF ANALYSIS	
		WATER	SOIL/SOLIDS
Volatile Organic Halocarbons (VOH)	EPA 8260	\$60.00	\$65.00
BTEX/MTBE (VOA)	EPA 8260	\$50.00	\$55.00
Volatile Organics (8260)	EPA 8260	\$100.00	\$105.00
1,4 Dioxane	EPA 8260SIM (Heated Purge)	\$95.00	\$99.00
Library Search (peaks > 10 ug/l)	EPA 8260 TIC	\$50.00	\$50.00

SEMIVOLATILE COMPOUNDS

PARAMETER	EPA/STANDARD METHOD TEST	COST OF ANALYSIS	
		WATER	SOIL/SOLIDS
Semivolatile Compounds (BNA)	EPA 8270	\$295.00	\$295.00
Polynuclear Aromatic Hydrocarbon Compounds	EPA 8270 SIM	\$90.00	\$100.00
EDB	EPA 8260SIM	\$50.00	\$60.00
Organochlorine Pesticides (Chlorinated)	EPA 8081	\$125.00	\$135.00
Organophosphorus Pesticides	EPA 8141	\$150.00	\$160.00
PCBs	EPA 8082	\$90.00	\$90.00
Chlorophenoxy Herbicides	EPA 8151	\$195.00	\$195.00
FLPRO	FLPRO	\$80.00	\$85.00
Library Search (peaks > 10 ug/l)	EPA 8270 TIC	\$50.00	\$50.00

METALS

PARAMETER	EPA/STANDARD METHOD TEST	COST OF ANALYSIS	
		WATER	SOIL/SOLIDS
Metals by ICP	EPA 200.7/6010/6020	\$15.00	\$20.00
RCRA 8 Metals	EPA200.7/6010/245.1/7471	\$135.00	\$165.00
Mercury by Cold Vapor	EPA 245.1/7471	\$40.00	\$40.00
Mercury, Low Level	EPA 1631	\$125.00	NA
Laboratory Filtration for Dissolved Metals	SOP	\$15.00	NA

RCRA/WASTE CHARACTERIZATION

PARAMETER	EPA/STANDARD METHOD TEST	COST OF ANALYSIS
TCLP Metals, RCRA 8*	EPA 6010/7471	\$110.00
TCLP Volatiles*	EPA 8260	\$100.00
TCLP Semivolatiles*	EPA 8270	\$295.00
TCLP Pesticides*	EPA 8081	\$125.00
TCLP Herbicides*	EPA 8151	\$195.00
TCLP/SPLP Extraction	EPA 1311/1312	\$50.00

ZHE Volatile Extraction	EPA 1311/1312	\$50.00
Ignitability	EPA 1010	\$60.00
Corrosivity (pH)	EPA 9056	\$15.00

*TCLP Extraction Fees not Included.



279 Douglas Ave., Suite 1110
Altamonte Springs, Florida 32714
(407) 522-7100 Fax (407) 522-7043

PRICING SCHEDULE 2022
PREPARED FOR : MSE

UST GROUP TESTS

PARAMETER	EPA/STANDARD METHOD TEST	COST OF ANALYSIS	
		WATER	SOIL/SOLIDS
Table B, 62-777 (KAG)	Various	\$310.00	\$260.00
Table C, 62-777	Various	\$675.00	\$690.00
Virgin Preburn 62-713 (VOH/4 RCRA/FLPRO)	Various	NA	\$200.00
Non Virgin Preburn, 62-713 (VOH/FLPRO/4 RCRA/TOX/PCBs)	Various	NA	\$350.00
MA-EPH/VPH [MA-EPH (Extractable Petroleum)] [MA-VPH (Volatile Petroleum Hydrocarbons)]	Various	NA	\$325.00

GENERAL CHEMISTRY

PARAMETER	EPA/STANDARD METHOD TEST	COST OF ANALYSIS	
		WATER	SOIL/SOLIDS
Alkalinity	EPA 310.1/SM2320B	\$25.00	NA
CBOD	SM5210B	\$50.00	NA
Chloride	EPA 300.0/9053	\$25.00	\$35.00
Fluoride	EPA 300.0	\$25.00	\$35.00
Hardness	SM 2340C	\$25.00	NA
Hexavalent Chromium	EPA 7196A/SM 3500-CR	\$35.00	\$50.00
Nitrogen, Ammonia	350.1/350.3	\$50.00	\$50.00
Nitrogen, Nitrate	EPA 300.0/SM4500-NO3	\$25.00	\$35.00
Nitrogen, Nitrite	EPA 300.0/SM4500-NO2	\$25.00	\$35.00
Nitrogen, Nitrate+Nitrite	EPA 300.0/SM4500-NO3-NO2	\$50.00	\$35.00
Nitrogen, Total	CALC	\$65.00	\$85.00
Nitrogen, Organic	CALC	\$75.00	\$85.00
Oil and Grease	EPA 1664	\$125.00	\$125.00
Oil and Grease SGT-HEM	EPA 1664	\$125.00	\$125.00
pH	EPA 150.1/SM4500-H+B	\$15.00	\$15.00
Phenols, Total	420.2	\$95.00	NA
Phosphorus, Ortho	EPA 300.0/EPA 365.3	\$35.00	\$35.00
Phosphorus, Total	EPA 365.3	\$35.00	\$35.00
Residue, Filterable (TDS)	SM 2540C	\$15.00	NA
Residue, Non Filterable (TSS)	EPA 160.1	\$15.00	NA
Sulfate	EPA 300.0/375.4	\$25.00	\$35.00
Sulfide	EPA 376.1/SM 4500-S-F	\$25.00	\$35.00
Surfactants (MBAs)	SM 5540C	\$50.00	NA

Total Halogens		\$125.00	\$125.00
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MISC CHARGES

ITEM	COST PER SAMPLE
Rush Fee 24 Hr.	200% Surcharge
Rush Fee 48 Hr.	175% Surcharge
Rush Fee 72 Hr.	100% Surcharge
Volatile Organic Aromatics in Air by GCMS w/TLPH (EPA-18)	\$112.00
Holds and not analyzed	\$7.50
Environmental Impact fee (2021), per work order	\$12.00
25g EnCore Sampler (SPLP ZHE)	\$22.00

Prices quoted reflect a 5-10 business day turnaround and include the following service options:

- All necessary sampling containers, coolers, and preservatives.
- Pre printed labels, • Sample kit delivery only
- Data delivery via email.



September 1, 2022

Jim Cotton
MSE Group
Orlando, FL

RE: Drum disposal Orlando International Airport.

SCOPE OF SERVICES

AOTC will provide two empty drums to Orlando International for nonhazardous materials. Once drums are full, they will be picked up and transported for disposal. It is estimated one drum of liquids and one drum of solids

Items provided by MSE

- AOTC will be able to get equipment in and off property
- An authorized representative will be available during the course of the project

Description	Number of Units	Unit Cost	Cost
Transportation for disposal	1	\$550.00	\$550.00
Empty open top 55-gallon drums delivered	2	\$225.00	\$225.00
Disposal of water drum nonhazardous	1	\$115.00	\$115.00
Disposal of soil and debris nonhazardous	1	\$115.00	\$115.00
Total			\$1,005.00

We look forward working with you and we are prepared to proceed with the tasks outlined above upon receipt of your authorization. If you wish AOTC to proceed, please formalize this agreement by signing the attached acceptance form and returning back to us. Should you have any questions, please contact me at 321.536.9509.

Sincerely,
AOTC

Kirk Kraus
Project Manager

321.445.9845

PO BOX 236727, COCOA, FL 32923
www.a-otc.com

From: [Jim Cotton](#)
To: [Jillian Stansell](#); [Dan Carrington](#)
Cc: [Lisa Rainey](#); [Ziad Ghalayini](#)
Subject: RE: [EXTERNAL] RE: MSE NAM Frontier, 9/13 CCM
Date: Wednesday, September 7, 2022 9:23:11 AM
Attachments: [image001.png](#)

Yes, that's fine.

From: Jillian Stansell <jillian.stansell@anseradvisory.com>
Sent: Wednesday, September 7, 2022 9:19 AM
To: Jim Cotton <jicotton@montrose-env.com>; Dan Carrington <dcarrington@goaa.org>
Cc: Lisa Rainey <lisa.rainey@anseradvisory.com>; Ziad Ghalayini <ziad.ghalayini@anseradvisory.com>
Subject: RE: [EXTERNAL] RE: MSE NAM Frontier, 9/13 CCM

Thanks Jim! Is it okay if I redline your Attachment A to mark through Clean Earth and add AOTC?

Jillian Stansell, CAPM

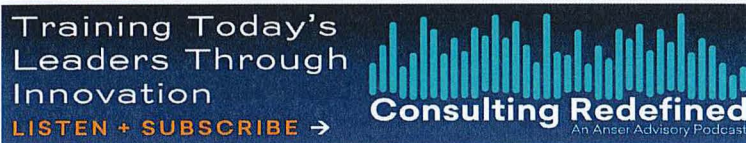
Senior Associate

M 260-894-0187

On Behalf of Greater Orlando

Aviation Authority

anseradvisory.com



From: Jim Cotton <jicotton@montrose-env.com>
Sent: Wednesday, September 7, 2022 9:16 AM
To: Jillian Stansell <jillian.stansell@anseradvisory.com>; Dan Carrington <dcarrington@goaa.org>
Cc: Lisa Rainey <lisa.rainey@anseradvisory.com>; Ziad Ghalayini <ziad.ghalayini@anseradvisory.com>
Subject: RE: [EXTERNAL] RE: MSE NAM Frontier, 9/13 CCM

Hi Jillian,

I can answer your questions. Initially I had inquired with Clean Earth re IDW disposal but they didn't respond so I went with AOTC – I apparently didn't change the reference in the table.

The \$225 is correct for 2 drums – I called and asked after seeing the same thing you did.

Let me know if you have any other questions.

Jim

From: Jillian Stansell <jillian.stansell@anseradvisory.com>
Sent: Tuesday, September 6, 2022 8:53 PM
To: Dan Carrington <dcarrington@goaa.org>; jicotton@montrose-env.com
Cc: Lisa Rainey <lisa.rainey@anseradvisory.com>; Ziad Ghalayini <ziad.ghalayini@anseradvisory.com>
Subject: [EXTERNAL] RE: MSE NAM Frontier, 9/13 CCM
Importance: High

Good afternoon Dan,

Upon reviewing the revised proposal, I had a couple of follow-up comments:

- Attachment A lists CLEAN EARTH for IDW DISPOSAL; however, the subconsultant backup documentation implies that this scope will be completed by AOTC. Which company will be completing the IDW disposal?
 - If it will be Clean Earth, please provide their backup documentation.
 - If it will be AOTC, please confirm that the total cost of the drums will be \$225. I only ask because their quote lists a unit price of \$225 with a quantity of 2 which should be a total of \$450; however, the total is listed on the quote is \$225.

If you have any questions, please let me know.

Thank you,

Jillian Stansell, CAPM

Senior Associate

M 260-894-0187

On Behalf of Greater Orlando

Aviation Authority

anseradvisory.com





1 Scope of Services. Alpha-Omega Training and Compliance, Inc. (AOTC) agrees to provide the services set forth in this Proposal / Agreement (Agreement) on behalf of the CLIENT. The professional services to be provided by AOTC pursuant to the Agreement will be performed in accordance with generally accepted principles and practices in the field. Changes to the scope of services may be authorized only by a written amendment to this Agreement.

2 Warranty. AOTC warrants that the work and services to be performed under this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional rendering the same or similar services.

3 Right of Entry. As appropriate, the CLIENT hereby grants AOTC, its agents, staff, consultants, and subcontractors, the right to periodically enter its premises, for the purpose of performing all work, investigations, studies, research, including without limitation the obtaining of environmental samples, and the performance of tests and evaluations, pursuant to the scope of services.

4 Invoicing and Payment. The CLIENT agrees to pay AOTC for services rendered in accordance with this Agreement and the project cost estimate or rate schedule set forth in this Agreement. The CLIENT will pay all invoiced amounts within thirty (30) days of the date of the invoice. The CLIENT will pay 1.5 % per month interest penalty for any part of the month and for any amount for which the payment becomes past due. AOTC shall maintain accounting records of all project expenses incurred by AOTC and claimed by AOTC to be reimbursable under this Agreement. AOTC may suspend or stop work should any AOTC invoices remain unpaid ten (10) days past our agreed upon payment terms. after thirty (30) days from the date of the invoice. Timely payment is a substantial condition of CLIENT'S performance of this Agreement. In the event AOTC must take legal action to obtain payment of invoices and prevails in such action against CLIENT, then CLIENT agrees to pay all costs of collection and legal expenses incurred by AOTC.

5 Compliance with Laws. AOTC agrees to comply with all local, state, and federal laws and regulations pertaining to the Work under this Agreement.

6 Indemnity. AOTC agrees to indemnify and hold the CLIENT harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of AOTC'S negligence, recklessness or intentional wrongful acts, or any such actions by a subcontractor of AOTC. Likewise, the CLIENT agrees to indemnify and hold AOTC harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of the CLIENT'S negligence, recklessness or intentional wrongful acts. In the event that the CLIENT, or CLIENT'S principal, shall bring any suit, cause of action, claim or counterclaim against AOTC, or vice versa, the party initiating such action shall pay the defendant the costs and expenses incurred by the defendant to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs, to the extent that the defendant shall prevail in such suit.

7 Entire Agreement. This Agreement contains the entire understanding between the parties. The CLIENT acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein. This Agreement may be amended, modified or terminated only by a written amendment signed by each of the parties hereto.

8 Documents. All documents, including but not limited to, reports, drawings, specifications, boring logs, field notes, laboratory test data, calculations and estimates prepared by AOTC as part of the service pursuant to this Agreement, shall not be used for any project not expressly provided for in this Agreement

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without the prior written consent of AOTC. Any reuse with AOTC'S permission is at the CLIENT'S sole risk without liability or legal exposure to AOTC, and the CLIENT shall indemnify and hold AOTC harmless from all claims, damages, losses and expenses including attorney's fees arising from such unauthorized reuse. AOTC shall have the right to retain copies of all these materials, but shall treat them as client confidential.

9 Confidentiality. Any confidential information compiled or developed during the performance of the Work will be treated by AOTC as confidential and will not be improperly disclosed to third parties, or used for the benefit of anyone other than the CLIENT unless prior written consent is granted by the CLIENT. Disclosure for the purpose of the CLIENT'S compliance with legally required permits, license or reporting purposes, shall not constitute a breach of this Agreement.

10 Force Majeure. AOTC shall be excused from performing its obligations under this Agreement if its performance is delayed or prevented by any event beyond AOTC'S reasonable control, including but not limited to, acts of God, fire, explosion, weather, disease, war, insurrection, civil strife, riots, government action, or power failure, provided that such performance shall be excused only to the extent of and during such disability.

11 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign its interests herein without the prior written consent of the other party, which consent will not be unreasonably withheld (and unless the assignee assumes in writing assignor's obligations hereunder). No assignment shall operate to relieve the assignor of its obligations under this Agreement.

12 Third Party Beneficiary. There are no express, intended, or implied third-party beneficiaries to the Agreement and the Agreement may only be enforced by the undersigned.

13 Severability. If any part, term, or provision of this Agreement is held to be illegal or in conflict with any law of the state where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did contain the particular part, term, or provisions held to be invalid.

14 Integration. This Agreement and any attachments hereto constitute the entire Agreement between the parties and cannot be changed except by a written amendment signed by both parties.

15 Applicable Law. This Agreement shall be governed and constructed in accordance with the laws of the State of the state Work is being completed in.

16 Hazard Communications. Upon request, AOTC will provide a Material Safety Data Sheet (MSDS) for all chemicals used by AOTC. Requests for MSDS should be directed to the AOTC Project Supervisor, Project Manager, or Safety Manager.

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Attachment C – Truth in Negotiation Certification

TRUTH IN NEGOTIATION CERTIFICATION

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

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

Consultant MSE Group, LLC

By: James E. Cotton

Print Name: James Cotton, Sr Geologist

Date: 9/1/2022

Upon motion of Ms. Sharman, second by Mr. Hunt, vote carried to approve an Amendment to Addendum No. 18 to the Continuing Program and Project Management Services (OAR Prime Entity) Agreement with WSP USA, Inc. for a No Cost Time Extension for Construction Phase OAR Services on W-S00209, Rail Oversight; there is no fiscal impact associated with this item.

GENERAL

REQUEST FOR APPROVAL OF AN ADDENDUM TO THE CONTINUING ENVIRONMENTAL CONSULTING SERVICES AGREEMENT WITH DRMP, INC. TO PROVIDE FY 2023 ENVIRONMENTAL PERMIT TRACKING DATABASE AND HAZARDOUS MATERIAL DATABASE SERVICES, AT ORLANDO INTERNATIONAL AIRPORT.

14. *[A handout was presented, which includes a revised Memorandum.]* Mr. Carrington presented the memorandum, dated September 13, 2022. Agenda item Nos. 14, 15, 16, 17, and 18 were considered in one motion. Discussion ensued.

Upon motion of Mr. Gilliam, second by Mr. Pelletier, vote carried to approve an Addendum to the Continuing Environmental Consulting Services Agreement with DRMP, Inc. to provide FY 2023 Environmental Permit Tracking Database and Hazardous Material Database Services, for the total not-to-exceed fee amount of \$52,618.00, with funding from Operation and Maintenance Funds; subject to adoption by the Aviation Authority Board of the FY 2023 Aviation Authority Budget.

REQUEST FOR APPROVAL OF AN ADDENDUM TO THE CONTINUING ENVIRONMENTAL ENGINEERING CONSULTANT SERVICES AGREEMENT WITH MSE GROUP, LLC TO PERFORM NATURAL ATTENUATION MONITORING PERTAINING TO FRONTIER JET FUEL DISCHARGE ON THE NORTH RAMP, AT THE ORLANDO INTERNATIONAL AIRPORT.

15. *[A handout was presented, which includes a revised Memorandum.]* Mr. Carrington presented the memorandum, dated September 13, 2022. Agenda item Nos. 14, 15, 16, 17, and 18 were considered in one motion. Discussion ensued.

Upon motion of Mr. Gilliam, second by Mr. Pelletier, vote carried to approve an Addendum to the Continuing Environmental Engineering Consultant Services Agreement with MSE Group, LLC to perform Natural Attenuation Monitoring pertaining to Frontier Jet fuel Discharge on the North Ramp, for the total amount of \$33,326.00, which includes the not-to-exceed fee amount of \$22,080.00, and the not-to-exceed expense amount of \$11,246.00, with funding from GASB. ✓

REQUEST FOR APPROVAL OF AN ADDENDUM TO THE CONTINUING ENVIRONMENTAL ENGINEERING CONSULTANT SERVICES AGREEMENT WITH MSE GROUP, LLC FOR FY 2023 ON-CALL EMERGENCY SPILL RESPONSE FOR PETROLEUM, CHEMICAL, AND/OR SEWER DISCHARGE, AT THE ORLANDO INTERNATIONAL AIRPORT.

16. *[A handout was presented, which includes a revised Memorandum.]* Mr. Carrington presented the memorandum, dated September 13, 2022. Agenda item Nos. 14, 15, 16, 17, and 18 were considered in one motion. Discussion ensued.

Upon motion of Mr. Gilliam, second by Mr. Pelletier, vote carried to approve an Addendum to the Continuing Environmental Engineering Consultant Services Agreement with MSE Group, LLC for FY 2023 On-Call Emergency Spill Response for Petroleum, Chemical and/or Sewer Discharge, for the total amount of \$50,000.00, which includes the not-to-exceed fee amount of \$20,000.00, and the not-to-exceed expense amount of \$30,000.00, with funding from Operation and Maintenance Funds; subject to adoption by the Aviation Authority Board of the FY 2023 Aviation Authority Budget.

REQUEST FOR APPROVAL OF AN ADDENDUM TO THE CONTINUING ENVIRONMENTAL CONSULTING SERVICES AGREEMENT WITH MSE GROUP, LLC FOR WATER QUALITY MONITORING PROGRAM FOR FY 2023, AT THE ORLANDO INTERNATIONAL AIRPORT.

17. *[A handout was presented, which includes a revised Memorandum.]* Mr. Carrington presented the memorandum, dated September 13, 2022. Agenda item Nos. 14, 15, 16, 17, and 18 were considered in one motion. Discussion ensued.

Upon motion of Mr. Gilliam, second by Mr. Pelletier, vote carried to approve an Addendum to the Continuing Environmental Consulting Services Agreement with MSE Group, LLC for Water Quality Monitoring Program for FY 2023, for the total amount of \$249,744.17, which includes not-to-exceed fee amount of \$151,381.00, and the not-to-