

**ADDENDUM NO. 5
TO THE AGREEMENT DATED APRIL 18, 2023
BETWEEN GREATER ORLANDO AVIATION AUTHORITY
AND AVCON, INC.**

Project: Construction Administrative Services for E-00284 Manhole 504 Conversion to Junction Can Plaza, Orlando International Airport

THIS ADDENDUM is effective this 16th day of June, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (“Authority”), and **AVCON, INC.** (“Consultant”).

WITNESSETH:

WHEREAS, by Agreement dated April 18, 2023, Authority and Consultant entered into an agreement for Consultant to provide Continuing Civil 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 **FOUR THOUSAND FOUR HUNDRED SIX AND NO/100 DOLLARS (\$4,406.00)**, broken down as follows:

| | | |
|-------------------------------|-------------|----------------------|
| Professional Fees: | NTE: | \$4,406.00 |
| Professional Fees: | LS: | \$0.00 |
| Reimbursable Expenses: | NTE: | <u>\$0.00</u> |
| Total: | | \$4,406.00 |

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 April 18, 2023 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 day of Jun 21, 2023.

GREATER ORLANDO AVIATION AUTHORITY



By:

boxSIGN 4W88QZ7-13L3KPZR

Max Marble
Sr. Vice President, Capital Programs
Construction Committee Chair

**Approved as to Form and Legality
(for the benefit of GOAA only)
this day of Jun 19, 2023**



By:

boxSIGN 188UJ51-43L2H9ZD
**NELSON MULLINS BROAD AND
CASSEL, Legal Counsel
Greater Orlando Aviation Authority**

AVCON, INC.



By:

boxSIGN 4W8779J8-13L3KPZR

Signature (Duly Authorized Rep.)
SANDEEP SINGH

Printed Name

Jun 16, 2023

Title



Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida, 32827-4392
(407) 825-2001

Memorandum

To: Members of the Construction Committee

From: Scott Shedek, P.E, Vice President of Construction
(As Prepared by Brian Gainous, Senior Project Manager - CMI)

Date: June 13, 2023

Re: Request for the Approval of an Addendum to the Continuing Civil Engineering Services Agreement with AVCON to provide Construction Administrative Services for E-00284 Manhole 504 Conversion to Junction Can Plaza at Orlando International Airport.

Consultant's proposal, dated **May 31, 2023**, is to provide Construction Administrative Services to support of E-00284 Manhole 504 Conversion to Junction Can Plaza project at Orlando International Airport.

If approved, these services would be effective **June 16, 2023**.

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.

Source of funds is from previously approved **Capital Expenditure Funds (Cap Ex)**. Funding source verified by Melvin Martinez of Construction Finance on 06 / 08 / 23 as correct and available.

It is respectfully requested that the Construction Committee approve an Addendum to the Continuing Civil Engineering Consultant Services Agreement with AVCON Inc. for the services contained herein and the amount as shown below:

| | |
|---------------------------------------|-------------------|
| Not to Exceed Fees | \$4,406.00 |
| Lump Sum Fees | \$0.00 |
| Not to Exceed Expenses | \$0.00 |
| TOTAL | \$4,406.00 |
| AAC – Compliance Review Date | MPG 6/6/23 |
| AAC – Funding Eligibility Review Date | 6/6/23 |



GREATER ORLA - O AVIATIO NAUTHORITY

Orlando International Airport -
5850 B Cargo Road -
Orlando, Florida 32827 4399 -

MEMORA - UM -

To: - Members of the Construction Committee -

From: - Edelis Molina, Sr. Small Business Administrator -

Date: June 13, 2023 -

Re: - Request for the Approval of an Addendum to the Continuing Civil Engineering Consultant Services -
Agreement with AVCON, Inc. to provide Construction Administrative Services for E-00284 Manhole 504 -
Conversion to Junction Can Plaza at Orlando International Airport. -

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined -
that, due to the limited scope of the services to be provided, AVCON, Inc. does not propose small business -
participation on this addendum. -

Our analysis indicates that AVCON, Inc. is eligible for award of the subject addendum. -



5555 E. Michigan St., Suite 200)
Orlando, Florida 32822)
Phone: (407) 599-1122)
Fax: (407) 599-1133)
www.vconinc.com)

May 31, 2023)

Mr. Scott Shedek, P.E.)
Vice President of Construction)
Greater Orlando Aviation Authority)
11314 Terminal C Service Road)
Orlando, Florida 32824)

Attn: Mr. Brian Gainous, GOAA OAR)

Reference: Transmittal of Scope of Work and Fee Proposal)
E-00284, Manhole 504 Conversion)
Construction Phase Services)
Orlando International Airport)

Dear Brian:)

AVCON, INC. (AVCON is pleased to submit this scope and fee proposal for the Construction Phase)
Services for project E-00284, Manhole 504 Conversion to Junction C on Plaza at Orlando International)
Airport. This project will be similar in scope to the several previous conversions provided to the Authority.)

The construction phase or post design services will include the following tasks:)

1.) Control, review and approve shop drawings, samples, and other submissions to conform and)
with design concept, permitting conditions and construction documents. Incorporate Authority)
comments with respect to the same;)
2.) Provide two on-site project observations of the progress, quality, and quantities of the executed)
work and to determine, in general, if the work is proceeding in accordance with the Contract)
Documents. The Consultant will not be responsible for the means, methods, techniques,)
sequences, or procedures of the construction selected by the Contractor(s) or the safety)
precautions and programs incident to the work of the Contractor(s). The Consultant's efforts will)
be directed toward determining whether the completed project will generally conform to the)
Contract Documents. During such visits and on the basis of on-site observations, the Consultant)
shall keep Authority informed of the progress of the work, shall endeavor to uphold Authority)
interests and deficiencies on the work of Contractor(s), and may disapprove or reject work so failing)
to conform to the Contract Documents;)
3.) Provide additional consultation and advice to Authority during all phases of the construction;)
4.) Respond to various Requests for Information (RFIs), Job Memoranda (JM), and other field)
prepared inquiries; and)
5.) Attend and document one substantial completion inspections for the work;)
6.) Compile appropriate field data and reports, and prepare Record Documents as part of the)
Authority's Overall Electrical Atlas set based upon information supplied by Authority's OAR and)
construction contractor.)

Mr. Scott S. Madock, P.E.
Greater Orlando Aviation Authority
E-00284 Manhole 504 JCP Conversion
Orlando International Airport
May 31, 2023
Page 2 of 2



For the above noted Scope of Work, **AVCON** proposes a Total Project Fee of **four thousand, four hundred and six dollars (\$4,406.00)** including reimbursable expenses, as set forth in the attached C-Tables.

Thank you for considering AVCON to perform these services on behalf of the Authority. We look forward to working with you in facilitating the next major conversion for airfield lighting to enhance overall safety of the airfield environment at Orlando International Airport.

Sincerely,

AVCON, INC.

A handwritten signature in black ink that reads "James A. Kriss".

Jim Kriss, P.E.
Sr. Project Manager

Enclosures

Cc: Mark Goodacre, ACE, Craig Susic, P.E.

EXHIBIT A CONSULTANT'S COMPENSATION PROPOSAL I
TABLE 1 I
SUMMARY OF TOTAL ONTRA IT VALUE I

E 00284 Manho e 504 onversion to J P I

| Phase of Project: I | Inspection I & Reporting I | Schematic I 30% I | Deve opment C 60% I | onst. Docs. 95% I | Bidding & C Award I | SUBTOTAL I | onst. I Admin. I | Record I Documents | TOTAL I ONTRA IT |
|--|---|------------------------------|--------------------------------|------------------------------|------------------------------------|-------------------|-----------------------------|-------------------------------|-----------------------------|
| 1.0 Lump Sum Fee: I | \$0 I | \$0 I | \$0 I | \$0 I | \$0 I | \$0 I | \$0 I | \$0 I | \$0 I |
| 2.0 Not to Exceed Reimbursable Fees: I | \$0 I | \$0 I | \$0 I | \$0 I | \$0 I | \$0 I | \$3,364 I | \$1,042 I | \$4,406 I |
| 3.0 Not to Exceed Reimbursable Expenses: I | \$0 I | \$0 I | \$0 I | \$0 I | \$0 I | \$0 I | \$0 I | \$0 I | \$0 I |
| 4.0 TOTAL ONTRA IT VALUE: I | \$0 I | \$0 I | \$0 I | \$0 I | \$0 I | \$0 I | \$3,364 I | \$1,042 I | \$4,406 I |

| | | | | | | | | | |
|---|-----|-----|-----|-----|-----|-----|------|-----|------------|
| Total Lump Sum Labor Hours: I | 0 I | 0 I | 0 I | 0 I | 0 I | 0 I | 0 I | 0 I | 0 I |
| Total Not to Exceed Reimbursable Labor Hours: I | 0 I | 0 I | 0 I | 0 I | 0 I | 0 I | 25 I | 9 I | 34 I |
| TOTAL LABOR HOURS: I | 0 I | 0 I | 0 I | 0 I | 0 I | 0 I | 25 I | 9 I | 34 I |
| Average Hour y Rate: I | | | | | | | | | \$129.59 I |

Notes: I

1. The lump sum cells in Table C-1 are linked to Table C-2 values I
2. The Not to Exceed cells in Table C-1 are linked to Table C-4 values I
3. The linked cells are based on a maximum of 5 subconsultants; if more than 5 are included enter all values manually. I

EXHIBIT A CONSULTANT'S COMPENSATION PROPOSAL
TABLE C - 2
SUMMARY OF LUMP SUM FEES

E 00284 Manhole 04 conversion to J P

| Phase of Project: | Verification | | Schematic (30%) | | Development (60%) | | onst. Docs. (9 %) | | Bidding & Award | | onst. Admin. | | Record Documents | | TOTAL | | | |
|-------------------------------|--------------|--------------|-----------------|--------------|-------------------|--------------|-------------------|--------------|-----------------|--------------|--------------|--------------|------------------|--------------|-------------|--------------|------------|--------------|
| | labor hours | Total Fee | labor hours | Total Fee | labor hours | Total Fee | labor hours | Total Fee | labor hours | Total Fee | labor hours | Total Fee | labor hours | Total Fee | labor hours | Cost | Avg. Rate | |
| Consultant | | | | | | | | | | | | | | | | | | |
| Lump Sum Fee Subtotal | 0.5 | \$0.5 | 0.5 | \$0.5 | 0.5 | \$0.5 | 0.5 | \$0.5 | 0.5 | \$0.5 | 0.5 | \$0.5 | 0.5 | \$0.5 | 0.5 | \$0.5 | 0.5 | \$0.5 |
| Subconsultant No. 1 | | | | | | | | | | | | | | | | | | |
| Lump Sum Fee Subtotal | | | | | | | | | | | | | | | | | | |
| Subconsultant No. 2 | | | | | | | | | | | | | | | | | | |
| Lump Sum Fee Subtotal | | | | | | | | | | | | | | | | | | |
| Subconsultant No. 3 | | | | | | | | | | | | | | | | | | |
| Lump Sum Fee Subtotal | | | | | | | | | | | | | | | | | | |
| Subconsultant No. 4 | | | | | | | | | | | | | | | | | | |
| Lump Sum Fee Subtotal | | | | | | | | | | | | | | | | | | |
| Subconsultant No. 5 | | | | | | | | | | | | | | | | | | |
| Lump Sum Fee Subtotal | | | | | | | | | | | | | | | | | | |
| Total Lump Sum Amount: | 0.5 | \$0.5 | 0.5 | \$0.5 | 0.5 | \$0.5 | 0.5 | \$0.5 | 0.5 | \$0.5 | 0.5 | \$0.5 | 0.5 | \$0.5 | 0.5 | \$0.5 | 0.5 | \$0.5 |

EXHIBIT A CONSULTANT'S COMPENSATION PROPOSAL
TABLE 8
BREAKDOWN OF LUMP SUM FEES

E 00284 Manh le 504 onversi nt J P

| Position | PRINCIPAL | | | | PROJECT MANAGER | | | | SENIOR ENGINEER/DESIGNER | | | | PROJECT ENGINEER/DESIGNER | | | | SR ADMINISTRATIVE DESIGNER | | | | ADMINISTRATIVE | | | | TOTAL | | | | | | | | | | | | |
|---|-----------|---|---|---|-----------------|---|---|---|--------------------------|---|---|---|---------------------------|---|---|---|----------------------------|---|---|---|----------------|---|---|---|------------------|---|---|---|--------|---|---|---|---|---|---|---|--------|
| | \$244 | | | | \$185 | | | | \$142 | | | | \$108 | | | | \$100 | | | | \$62 | | | | | | | | | | | | | | | | |
| Rate (\$/Hour) | | | | | | | | | | | | | | | | | | | | | | | | | Avg. Hourly Rate | | | | | | | | | | | | |
| AVCON, Inc. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Verification | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Field Observations and Notes | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Sub Total Preliminary Design | 0 | | | | 0 | | | | 0 | | | | 0 | | | | 0 | | | | 0 | | | | 0 | | | | \$0.00 | | | | | | | | |
| Design Development (60%) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Develop Drawings | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Develop Specifications | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Prepare Construction Documents | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Update/Reconcile Opinion of Probable Const. Cost | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Sub Total Design Development (60%) | 0 | | | | 0 | | | | 0 | | | | 0 | | | | 0 | | | | 0 | | | | 0 | | | | \$0.00 | | | | | | | | |
| Construction Documents (95%) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Complete Drawings | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Sub Total Construction Documents (95%) | 0 | | | | 0 | | | | 0 | | | | 0 | | | | 0 | | | | 0 | | | | 0 | | | | \$0.00 | | | | | | | | |
| Bidding and Award (Continuing Contracts) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Resolve 95% Comments on Drawings/ Specs/Documents | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Prepare/Reproduce/Distribute Bid Documents | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Prepare/Reproduce/Distribute Bid Addenda | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Sub Total Bidding and Award | 0 | | | | 0 | | | | 0 | | | | 0 | | | | 0 | | | | 0 | | | | 0 | | | | \$0.00 | | | | | | | | |
| Construction Administration | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Prepare/Reproduce/Distribute Conformed Documents/Drawings | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Attend Pre-NTP Meeting | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Attend Pre-Construction Conference | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Attend JCMs | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Site Visits/Check As-Builts | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Review Contractor's Submittals | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Review Contractor's Invoices | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Review C.O.s | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Substantial Completion Inspection | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Final Completion Inspection | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Sub Total Construction Administration | 0 | | | | 0 | | | | 0 | | | | 0 | | | | 0 | | | | 0 | | | | 0 | | | | \$0.00 | | | | | | | | |
| Project Closeout | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Sub Total Closeout | 0 | | | | 0 | | | | 0 | | | | 0 | | | | 0 | | | | 0 | | | | 0 | | | | \$0.00 | | | | | | | | |
| TOTAL LUMP SUM FEE: | 0 | | | | 0 | | | | 0 | | | | 0 | | | | 0 | | | | 0 | | | | 0 | | | | \$0.00 | | | | | | | | |

NOTES:

1. A separate spreadsheet is required for each consultant/subconsultant with any portion of it's services to be compensated on a lump sum basis.
2. Each spreadsheet to be customized to accurately indicate the actual services to be provided for each phase of the Project.

EXHIBIT A CONSULTANT'S COMPENSATION PROPOSAL
TABLE 4
SUMMARY OF NOT TO EXCEED REIMBURSABLE FEES AND EXPENSES

E 00284 Manhol 504 Division to J P

| Phase of Project | Preliminary Design | | Schematic (30%) | | Development (60%) | | Const. Docs. (95%) | | Bidding & Award | | Const. Admin. | | Record Documents | | TOTAL | | | | | | |
|--------------------------------------|--------------------|------------|-----------------|------------|-------------------|------------|--------------------|------------|-----------------|------------|---------------|------------|------------------|----------------|-------------|----------------|-----------|----------------|-----------------|------------|----------------|
| | labor hours | Total Fee | labor hours | Total Fee | labor hours | Total Fee | labor hours | Total Fee | labor hours | Total Fee | labor hours | Total Fee | labor hours | Total Fee | labor hours | Cost | Avg. Rate | | | | |
| Consultant AVCON, Inc. | | | | | | | | | | | | | | | | | | | | | |
| Not to Exceed Reimbursable Fee | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 25 | \$3,364 | 9 | \$1,042 | 34 | \$4,406 | \$129.59 | | |
| Not to Exceed Reimbursable Expenses | | \$0 | | | | | | | | | | | | | | | | \$0 | | | |
| Sub Total Design | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 25 | \$3,364 | 9 | \$1,042 | 34 | \$4,406 | \$129.59 | | |
| Subconsultant No. 1 | | | | | | | | | | | | | | | | | | | | | |
| Not to Exceed Reimbursable Fee | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | #DIV/0! |
| Not to Exceed Reimbursable Expenses | | \$0 | | | | | | | | | | | | | | | | | | \$0 | |
| Sub Total Subconsultant No. 1 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | #DIV/0! |
| Subconsultant No. 2 | | | | | | | | | | | | | | | | | | | | | |
| Not to Exceed Reimbursable Fee | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | #DIV/0! |
| Not to Exceed Reimbursable Expenses | | | | | | | | | | | | | | | | | | | | \$0 | |
| Sub Total Subconsultant No. 2 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | #DIV/0! |
| Subconsultant No. 3 | | | | | | | | | | | | | | | | | | | | | |
| Not to Exceed Reimbursable Fee | 0 | | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | #DIV/0! |
| Not to Exceed Reimbursable Expenses | | | | | | | | | | | | | | | | | | | | \$0 | |
| Sub Total Subconsultant No. 3 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | #DIV/0! |
| Subconsultant No. 4 | | | | | | | | | | | | | | | | | | | | | |
| Not to Exceed Reimbursable Fee | | | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | #DIV/0! |
| Not to Exceed Reimbursable Expenses | | | | | | | | | | | | | | | | | | | | \$0 | |
| Sub Total Subconsultant No. 4 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | #DIV/0! |
| Subconsultant No. 5 | | | | | | | | | | | | | | | | | | | | | |
| Not to Exceed Reimbursable Fee | | | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | #DIV/0! |
| Not to Exceed Reimbursable Expenses | | | | | | | | | | | | | | | | | | | | \$0 | |
| Sub Total Subconsultant No. 5 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | #DIV/0! |
| Total Not to Exceed Fee | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 25 | \$3,364 | 9 | \$1,042 | 34 | \$4,406 | \$129.59 | | |

EXHIBIT A CONSULTANT'S COMPENSATION PROPOSAL
TABLE 6
BREAKDOWN OF NOT TO EXCEED REIMBURSABLE FEES

E 00284 Manhøe 504 onversi nt J P

| Position | PRINCIPAL | | PROJECT MANAGER | | SENIOR ENGINEER/DESIGNER | | PROJECT ENGINEER/DESIGNER | | SR ADMINISTRATIVE DESIGNER | | ADMINISTRATIVE | | TOTAL | | | | |
|--|----------------|-------|-----------------|-------|--------------------------|---------|---------------------------|---------|----------------------------|-------|----------------|-------|-------|---------|-----|----------|------------------|
| | Rate (\$/hour) | \$244 | \$194 | \$149 | \$113 | \$105 | \$65 | lab | hrs | Cost | lab | hrs | Cost | lab | hrs | Cost | Avg. Hourly Rate |
| AVCON, Inc. | | | | | | | | | | | | | | | | | |
| Verification | | | | | | | | | | | | | | | | | |
| Field Observations and Notes | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Sub Total Preliminary Design | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Design Development (60%) | | | | | | | | | | | | | | | | | |
| Develop Drawings | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Develop Specifications | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Prepare Construction Documents | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Update/Reconcile Opinion of Probable Const. Cost | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Sub Total Design Development (60%) | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Construction Documents (95%) | | | | | | | | | | | | | | | | | |
| Complete Drawings | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Complete Specifications | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Complete Construction Documents | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Update/Reconcile Opinion of Probable Const. Cost | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Sub Total Construction Documents (95%) | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Bidding and Award (Continuing Contract) | | | | | | | | | | | | | | | | | |
| Resolve 95% Comments on Drawings/ Specs/Documents | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Prepare/Reproduce/Distribute Bid Documents | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Prepare/Reproduce/Distribute Bid Addenda | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Sub Total Bidding and Award | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 |
| Construction Administration | | | | | | | | | | | | | | | | | |
| Prepare/Reproduce/Distribute Conformed Documents/Drawings | | 0 | 1 | \$194 | 0 | \$0 | 2 | \$226 | 2 | \$210 | 0 | \$0 | 5 | \$630 | 0 | \$126.00 | |
| Attend Pre-Construction Conference | | 0 | 2 | \$388 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 2 | \$388 | 0 | \$194.00 | |
| Attend JCMs | | 0 | 0 | \$0 | 0 | \$0 | 2 | \$226 | 0 | \$0 | 0 | \$0 | 2 | \$226 | 0 | \$113.00 | |
| Site Visits (2) | | 0 | 0 | \$0 | 2 | \$298 | 2 | \$226 | 0 | \$0 | 0 | \$0 | 4 | \$524 | 0 | \$131.00 | |
| Review Contractor's Submittals | | 0 | 0 | \$0 | 2 | \$298 | 2 | \$226 | 0 | \$0 | 0 | \$0 | 4 | \$524 | 0 | \$131.00 | |
| Review Contractor's Invoices | | 0 | 0 | \$0 | 0 | \$0 | 1 | \$113 | 0 | \$0 | 1 | \$65 | 2 | \$178 | 0 | \$89.00 | |
| Responses to Contractor RFIs | | 0 | 0 | \$0 | 2 | \$298 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 2 | \$298 | 0 | \$149.00 | |
| Substantial Completion Inspection | | 0 | 0 | \$0 | 3 | \$447 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 3 | \$447 | 0 | \$149.00 | |
| Final Completion Inspection | | 0 | 0 | \$0 | 1 | \$149 | 0 | \$0 | 0 | \$0 | 0 | \$0 | 1 | \$149 | 0 | \$149.00 | |
| Sub Total Construction Administration | | 0 | 3 | \$582 | 10 | \$1,490 | 9 | \$1,017 | 2 | \$210 | 1 | \$65 | 25 | \$3,364 | 0 | \$134.56 | |
| Project Closeout | | | | | | | | | | | | | | | | | |
| Compile appropriate field data and reports, and prepare Record Documents | | 0 | 1 | \$194 | 2 | \$298 | 0 | \$0 | 4 | \$420 | 2 | \$130 | 9 | \$1,042 | 0 | \$115.78 | |
| Sub Total Closeout | | 0 | 1 | \$194 | 2 | \$298 | 0 | \$0 | 4 | \$420 | 2 | \$130 | 9 | \$1,042 | 0 | \$115.78 | |
| TOTAL NOT TO EXCEED REIMBURSABLE FEE: | | 0 | 4 | \$776 | 12 | \$1,788 | 9 | \$1,017 | 6 | \$630 | 3 | \$195 | 34 | \$4,406 | 0 | \$129.59 | |

NOTES:

1. A separate spreadsheet is required for each consultant/subconsultant with any portion of its services to be compensated on a not to exceed reimbursable basis.
2. Each spreadsheet to be customized to accurately indicate the actual services to be provided for each phase of the Project.

EXHIBIT A CONSULTANT'S COMPENSATION PROPOSAL
TABLE 9
CONTRACT HOURLY RATES

All amounts invoiced by the Consultant as Reimbursable Fees shall be calculated on the basis of the actual number of hours of services rendered under this Agreement by each of the positions defined and by the new positions as identified below, multiplied by the corresponding Contract Hourly Rate, up to the Not to Exceed limit defined by the Agreement. Include information on positions held by the design consultant and each subconsultant.

| FIRM | POSITION | CONTRACT HOURLY RATE |
|--------------|-----------------------------|----------------------|
| AVCON (2022) | PRINCIPAL | \$ 256.00 |
| AVCON (2022) | QA REVIEWER | \$ 25.00 |
| AVCON (2022) | SR. PROJECT MANAGER | \$ 216.00 |
| AVCON (2022) | PROJECT MANAGER | \$ 194.00 |
| AVCON (2022) | SR. ENGINEER / DESIGNER | \$ 149.00 |
| AVCON (2022) | SR. CONSTRUCTION MANAGER | \$ 142.00 |
| AVCON (2022) | PROJECT ENGINEER / DESIGNER | \$ 113.00 |
| AVCON (2022) | ENGINEER / DESIGNER | \$ 95.00 |
| AVCON (2022) | SR. CADD DESIGNER | \$ 105.00 |
| AVCON (2022) | CONSTRUCTION INSPECTOR | \$ 98.00 |
| AVCON (2022) | CONTRACT ADMINISTRATOR | \$ 103.00 |
| AVCON (2022) | CADD TECHNICIAN | \$ 79.00 |
| AVCON (2022) | ADMINISTRATIVE | \$ 65.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |



AVCON, INC.
Engineers & Planners

5555 E. Michigan St., Suite 200
Orlando, Florida 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

May 31, 2023

Mr. Scott Shedek, P.E.
Interim Senior Vice President of Capital Programs, Vice President of Construction
Greater Orlando Aviation Authority
11314 Terminal C Service Road
Orlando, FL 32824

Attn: Mr. Brian Gainous, OAR

Reference: **Proposal for Professional Engineering Services
E-00284 - Manhole 504 Manhole Conversion
Construction Phase Services
Orlando International Airport**

Dear Mr. Shedek:

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 Greater Orlando 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 one (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 Greater Orlando Aviation Authority, whichever is later.

Certified:

AVCON, INC.

A handwritten signature in black ink that reads "James A. Kriss". The signature is written in a cursive style with a large, sweeping initial "J".

James A. Kriss, P.E.

Sr. Vice President

Date: April 3, 2023