# ADDENDUM NO. 16 TO THE AGREEMENT DATED JULY 12, 2022 BETWEEN GREATER ORLANDO AVIATION AUTHORITY AND AECOM TECHNICAL SERVICES, INC.

# Project: Design Phase OAR Services for E-285 Bus Duct Replacement from West to East Electrical Switchgear Room, Orlando International Airport

**THIS ADDENDUM** is effective this 29<sup>th</sup> day of August, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** ("Authority"), and **AECOM TECHNICAL SERVICES, INC.** ("Consultant').

### WITNESSETH:

**WHEREAS**, by Agreement dated July 12, 2022, Authority and Consultant entered into an agreement for Consultant to provide Continuing Program and Project Management 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 **SEVEN THOUSAND ONE HUNDRED THIRTY-TWO AND NO/100 DOLLARS (\$7,132.00)**, broken down as follows:

Professional Fees:	NTE:	\$7,132.00
Professional Fees:	LS:	\$0.00
Reimbursable Expenses:	NTE:	<u>\$0.00</u>
Total:		\$7,132.00

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 July 12, 2022 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 <u>Sep 15, 2023</u>.

By:

Approved as to Form and Legality (for the benefit of GOAA only) this day of  $\underline{Sep 15, 2023}$ 

Karen Ryan

By: box SIGN 1980KS1-4(7)/28/7 NELSON MULLINS BROAD AND CASSEL, Legal Counsel Greater Orlando Aviation Authority

# **GREATER ORLANDO AVIATION AUTHORITY**

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

# AECOM TECHNICAL SERVICES, INC.

Ross Spence

By:

Signature (Duly Authorized Rep.)

Ross Spence

Printed Name

Vice President

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, Vice President of Construction (Prepared by Ross Spence, OAR)

Date: August 29, 2023

Re: Request for Approval of an Addendum to the Continuing Program and Project Management Services Agreement with AECOM Technical Services, Inc. to provide Design Phase OAR Services for E-00285 Bus Duct Replacement from West to East Electrical Switchgear Room at the Orlando International Airport

Consultant's proposal, dated August 15, 2023, is to provide OAR design reviews, prepare report for specification/drawing reviews and attend TRT meeting for the design of the replacement of the 5000 Amp Bus Duct in Landside Terminal Levels 1 & 2.

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

Expertise

Equitable Distribution

Other:

Current Workload

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

Funding is from General Aviation Revenue Bonds (GARBs). Funding source verified by <u>Melvin Martinez</u> of Construction Finance on  $\frac{08}{24}$  as correct and available.

It is respectfully requested that the Construction Committee approve an Addendum to the Continuing Program and Project Management Services Agreement with AECOM Technical Services, Inc. for the services contained herein and the amount as shown below:

Not to Exceed Fees	\$7,132.00
Lump Sum Fees	\$0.00
Not to Exceed Expenses	\$0 <u>.</u> 00
TOTAL	\$7,132.00
TOTAL AAC – Compliance Review Date	<b>\$7,132.00</b> MPG 8/23/23

August 15, 2023



Mr. Scott Shedek Vice President of Construction **GREATER ORLANDO AVIATION AUTHORITY** 5850 Cargo Road Orlando, Florida 32827-4399

#### Subject: E-00285 Bus Duct Replacement from West to East Electrical Switchgear Room – Design Review Orlando International Airport

Dear Mr. Shedek:

AECOM is pleased to submit this proposal to provide OAR design review services for the project defined by the Vice President of Construction at the Orlando International Airport. This proposal has been prepared based on our understanding of the following scope of work: design review for the E-S00285 Bus Duct Replacement from West to East Electrical Switchgear Room.

AECOM Technical Services, Inc. hours are proposed for charges incurred for Project Management Services that will include but not be limited to, providing assistance to the GOAA staff in the areas of construction project management, inspection, contract administration, and construction coordination.

This Task will be an Addendum to AECOM's Continuing Program and Project Management Services, dated July 12, 2022. This work will be billed as a Not-to-Exceed amount of \$7,132.00 and will commence on August 29, 2023.

The services for this project will be performed in accordance with the provisions of GOAA's standard agreement for professional services and as indicated in the attached project schedule showing the proposed staffing levels for the duration of the project.

We appreciate the opportunity to present this proposal and we look forward to working with GOAA on these important construction staff services. Should you have any questions or if we may be of further assistance, do not hesitate to contact the undersigned.

Sincerely,

Ross Spence Vice President AECOM Technical Services, Inc.

# EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL (OVERALL) TABLE C-1 SUMMARY OF TOTAL CONTRACT VALUE

### **Project Management Services**

Phase of Project:	Project Management Services	TOTAL CONTRACT
1.0 Lump Sum Fee:	\$0	\$0
2.0 Not to Exceed Reimbursable Fee:	\$7,132	\$7,132
3.0 Not to Exceed Reimbursable Expenses:	\$0	\$0
4.0 TOTAL CONTRACT VALUE:	\$7,132	\$7,132

Total Lump Sum Labor Hours:		0	0
Total Not to Exceed Reimbursable Labor Hours:		40	40
TOTAL LABOR HOURS:	0	40	40
Average Hourly Rate:	\$0.00	\$178.30	\$178.30

C-1

#### EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL TABLE C-4 SUMMARY OF NOT TO EXCEED REIMBURSABLE FEES AND EXPENSES Project Management Services

Phase of Project:								OAR Services			TOTAL	
	Total Fee	labor hours	Total Fee	labor hours	Cost	Avg. Rate						
AECOM												1
Not to Exceed Reimbursable Fee								0	\$0	0	0	#DIV/0!
Not to Exceed Reimbursable Expenses											\$0	
Sub-Total AECOM								0	\$0	0	\$0	#DIV/0!
Breen Construction Services												1
Not to Exceed Reimbursable Fee								40	\$7,132	40	\$7,132	\$178.30
Not to Exceed Reimbursable Expenses											\$0	
Sub-Total BCSI								40	7,132	40	\$7,132	\$178.30
Not to Exceed Reimbursable Fee											\$0	
Not to Exceed Reimbursable Expenses											\$0	
Sub-Total											\$0	
Not to Exceed Reimbursable Fee											\$0	
Not to Exceed Reimbursable Expenses											\$0	
Sub-Total											\$0	
Not to Exceed Reimbursable Fee											\$0	
Not to Exceed Reimbursable Expenses											\$0	
Sub-Total SubConsultant											\$0	
Not to Exceed Reimbursable Fee											\$0	
Not to Exceed Reimbursable Expenses											\$0	
Sub-Total SubConsultant											\$0	
Total Not to Exceed Amount:	\$0	0 0	\$(	0 0	\$0	0	\$0	40	\$7,132	40	\$7,132	\$178.30

Table C - 4, Page 2 of 6

8/15/2023

# EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL TABLE C-5 BREAKDOWN OF NOT TO EXCEED REIMBURSABLE FEES

Project Management Services

AECOM	Sr. Projec	t Manager	Project Ac	countant		TOTAL	
Rate (\$/Hour):	\$2	\$238 \$7		\$79			Avg. Hourly
	labor hours	Cost	labor hours	Cost	labor hours	Cost	Rate
Project Controls							
Project Management Oversight	0	\$0	0	\$0	0	\$0	#DIV/0!
		\$0		\$0	0	\$0	\$0.00
Total	0	\$0	0	\$0	0	\$0	#DIV/0!
NOTES:		ψu		ψu		ţ,	

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

Table C - 5

#### EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL TABLE C-5 BREAKDOWN OF NOT TO EXCEED REIMBURSABLE FEES

Project Management Services

Breen Construction Services, Inc.	Sr. Construe	ction Mngr.	Sr. Electric	al Mngr.		TOTAL	
Rate (\$/Hour):	\$2	22	\$17	6			Avg. Hourly
	labor hours	Cost	labor hours	Cost	labor hours	Cost	Rate
OAR Services	and ministration						
Project Management	2	\$444	38	\$6,688	40	\$7,132	\$178.30

#### NOTES:

1. A separate spreadsheet is required for each consultant/subconsultant with any portion of it's services to be compensated on a not to exceed reimbursable basis.

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2. Each spreadsheet to be customized to accurately indicate the actual services to be provided for each phase of the Project.

Table C - 5

8/15/2023

### EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL TABLE C-7a, C-7b and C-7c PARTICIPATION SCHEDULES

# Project Management Services

TABLE C-7a DBE PARTICIPATION SCHEDULE

NAME OF SUBCONSULTANT	ADDRESS	PROPO	SED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
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TOTAL PROPOSED PARTICIPATION	· · · · · · · · · · · · · · · · · · ·	1		\$0.00	0.0%
TABLE C-7b MWBE PARTI	CIPATION SCHEDULE				
NAME OF SUBCONSULTANT	ADDRESS	MWBE CLASSIFICATION	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
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	·'			!	
	<b>├</b> ─────′			ļ	
TOTAL PROPOSED PARTICIPATION				\$0.00	0.0%
TABLE C-7c LDB PARTICI	PATION SCHEDULE				
NAME OF FIRM	ADDRESS	PROPO	SED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
		Project Management S	Services	\$7,132.00	100.0%
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	<b>├</b> ─────′			ļ	1
TOTAL PROPOSED PARTICIPATION	·/			\$7,132.00	100.0%

AECOM

Table C - 7a, C - 7b and C - 7c, Page 5 of 6

8/15/2023

#### EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL TABLE C-9 BREAKDOWN OF NOT TO EXCEED REIMBURSABLE FEES

#### Project Management Services

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 both the design consultant and each subconsultant.

FIRM	POSITION	CONTRACT HOURLY RATE
AECOM	Senior Project Manager	\$238.00
AECOM	Project Accountant	\$79.00
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51514		
FIRM	POSITION	CONTRACT HOURLY RATE
FIRM Breen Construction Services, Inc.	POSITION Senior Construction Manager	CONTRACT HOURLY RATE \$222.00

Table C - 9



Quality Building Solutions

PO Box 521987 Longwood, FL 32752 P. (407) 802-6320 F. (407) 712-6799

August 15, 2023

Mr. Ross Spence Vice President AECOM 11064 Canal Road Orlando, FL 32827

RE: E-00285 BUS DUCT REPLACEMENT TRT DESIGN REVIEW

Dear Ross:

Per your request, please consider this BCSI's Proposal for TRT and review services at the conclusion of the design phase for of the above referenced project.

TRT and design review services will include the following (estimated hours shown):

- Review 90% Electrical Construction Drawings. (16 Hours)
- Review 90% Electrical Specifications. (8 Hours)
- Review proposed electrical installation phasing plans that is being developed by Matern. (8 Hours)
- Prepare a digital report that outlines results of TRT review. (4 Hours)
- Attend a TRT Design Review Meeting to discuss findings. (4 Hours)

BCSI will need access to 90% Design Documents two weeks in advance of TRT Design Review Meeting.

This work will be performed by Thomas Reeder at a billing rate of \$176 per hour and Matthew Breen at a billing rate of \$222 for a not to exceed value of \$7,132.

Thank you for considering Breen Construction Services for this assignment. Please call me with any questions.

Sincerely, BREEN CONSTRUCTION SERVICES INC.

Matthew Breen

#### 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: <u>AECOM Technical Services Inc</u>.

By:

Print Name: Ross Spence

Date: August 15, 2023



#### **GREATER ORLANDO AVIATION AUTHORITY**

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

#### MEMORANDUM

- To: Members of the Construction Committee
- From: Edelis Molina, Sr. Small Business Administrator
- Date: August 29, 2023
- Re: Request for Approval of an Addendum to the Continuing Program and Project Management Services Agreement with AECOM Technical Services, Inc. to provide Desing Phase OAR Services for E-00285 Bus Duct Replacement from West to East Electrical Switchgear Room at the Orlando International Airport.

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that AECOM Technical Services, Inc. does not propose small business participation on this addendum.

Our analysis indicates that AECOM Technical Services, Inc. is eligible for award of the subject addendum.