

**ADDENDUM NO. 9  
TO THE AGREEMENT DATED MARCH 31, 2023  
BETWEEN THE GREATER ORLANDO AVIATION AUTHORITY  
AND AECOM TECHNICAL SERVICES, INC.**

**Project: Construction Administration Services for H-365 Miscellaneous Pavement Rehabilitation, Orlando International Airport**

**THIS ADDENDUM** is effective this 1<sup>st</sup> day of October, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (“Aviation Authority”), and **AECOM TECHNICAL SERVICES, INC.** (“Consultant”).

**WITNESSETH:**

**WHEREAS**, by Agreement dated March 31, 2023, Aviation 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 Aviation Authority as are contained in any additional scope of work established by the Aviation Authority in any addendum to the Agreement and accepted in writing by the Consultant; and

**WHEREAS**, the Aviation 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 Aviation 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 TWENTY-NINE THOUSAND EIGHT HUNDRED SIXTY-FOUR AND NO/100 DOLLARS (\$29,864.00)**, broken down as follows:

<b>Professional Fees:</b>	<b>NTE:</b>	<b>\$29,864.00</b>
<b>Professional Fees:</b>	<b>LS:</b>	<b>\$0.00</b>
<b>Reimbursable Expenses:</b>	<b>NTE:</b>	<b><u>\$0.00</u></b>
<b>Total:</b>		<b>\$29,864.00</b>

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. Aviation 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, Aviation 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 March 31, 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 Oct 7, 2024.

**GREATER ORLANDO AVIATION AUTHORITY**



By: box SIGN 4W88O9ZJ-4LP9WY76  
Max Marble  
Sr. Vice President, Capital Programs

**Approved as to Form and Legality  
(for the benefit of GOAA only)  
this day of Oct 4, 2024**



By: box SIGN 4ZR2R2V8-4LP9WY76  
**Becker & Poliakoff, Legal Counsel  
Greater Orlando Aviation Authority**

**AECOM TECHNICAL SERVICES, INC.**



By: box SIGN 46ZLZ8LJ-4LP9WY76  
Signature (Duly Authorized Rep.)

Andrew Kacer  
Printed Name

VP  
Title

**MEMORANDUM**

TO: Members of the Construction Committee

FROM: Tuan Nguyen, Assistant Vice President of Engineering

DATE: October 1, 2024

**ITEM DESCRIPTION**

Request for Approval of an Addendum to the Continuing Civil Engineering Services Agreement with AECOM Technical Services Incorporated for Construction Administration Services for H-00365 Miscellaneous Pavement Rehabilitation Project at the Orlando International Airport.

**BACKGROUND**

On March 15th, 2023, the Aviation Authority Board approved an agreement with AECOM Technical Services, Inc for Continuing Civil Engineering Services at the Orlando International Airport, Orlando Executive Airport, and Other Facilities operated by the Greater Orlando Aviation Authority. These services include providing continuing civil engineering services and related professional services, including but not limited to, civil, traffic, environmental, structural evaluation and design; landscape and irrigation design; utilities and infrastructure design; airfield design; roadway and signage design; surveying; cost estimating; scheduling; geotechnical services; stormwater management consulting and design services; and all other related services including coordination with the Aviation Authority, its Consultants, the City and all agencies having jurisdiction over the Orlando International and Executive Airports such as the Federal Aviation Administration, the Transportation Security Administration, the Florida Department of Transportation, the Orlando Utilities Commission.

**ISSUES**

Consultant’s proposal, dated July 24<sup>th</sup>, 2024, is to provide construction administration (CA) services for a construction project that involves the rehabilitation of the blast pad located at 18-Right and resurfacing of asphalt on a portion of Taxiway Charlie.

If approved, services will be effective on the date of Construction Committee approval and CFOC approval.

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

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Experience | <input checked="" type="checkbox"/> Available Personnel | <input type="checkbox"/> Current Workload |
| <input checked="" type="checkbox"/> Expertise  | <input type="checkbox"/> Equitable Distribution         | <input type="checkbox"/> Other: _____     |

**SMALL BUSINESS**

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

EXHIBIT A

**CC**  
**ITEM IV-D**  
**10/01/2024**

**ALTERNATIVES**

None.

**FISCAL IMPACT**

Funding is from previously approved Capital Expenditure Funds. Funding source verified by Melvin Martinez of Construction Finance on 09 / 25 / 24 as correct and available.

**RECOMMENDED ACTION**

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

Not to Exceed Fees	\$29,864.00
Lump Sum Fees	\$0.00
Not to Exceed Expenses	\$0.00
<b>TOTAL</b>	<b>\$29,864.00</b>
AAC – Compliance Review Date	<i>SJ</i> 09/24/24
AAC – Funding Eligibility Review Date	09/24/24

SUBJECT TO CFOC

AECOM Technical Services, Inc.  
7650 W. Courtney Campbell Causeway, Tampa, FL 33607.  
Phone: 813-286-1711 Fax: 813-287-8591



July 24, 2024

Mr. Tuan Nguyen  
Assistant Vice President, Engineering  
Greater Orlando Aviation Authority  
Orlando International Airport  
11314 Terminal C Service Road  
Orlando, FL 32824

RE: Greater Orlando Aviation Authority  
H-00365; MCO Miscellaneous Pavement Repairs – CA Services

Mr. Nguyen:

AECOM Technical Services, Inc. (AECOM) is pleased to submit our Scope and Fee Proposal for the H-00365, MCO Miscellaneous Pavement Repairs Construction Administration Services. Our services include construction administration services for this Project that will be constructed by a GOAA Continuing Contractor.

A detailed description of the project is as described in the Attached Scope of Services. For this Project, outlined herein, we propose a not-to-exceed reimbursable labor fee amount of **\$29,864**. Exhibit A provides a detailed breakdown of labor, hourly rates and average hourly rates for the Authority's consideration.

For this project, our DBE participation is anticipated to be **0%**.

If you have any questions regarding this, please feel free to contact me. We would be pleased to address any and all issues at your convenience.

Please do not hesitate to contact me if you have any questions or comments.

Sincerely,  
**AECOM Technical Services, Inc.**

A handwritten signature in blue ink that reads "Andrew Kacer".

Andrew Kacer, PE  
VP



**H-00365; Miscellaneous Pavement Repairs  
Orlando International Airport  
Construction Administration Services**

**CONSTRUCTION ADMINISTRATION**

This Scope of Services describes the Construction Administration Services for the Project. AECOM's (Consultant) services specifically exclude the work effort performed by the Owner's Authorized Representative (OAR). The Construction Administration services that we intend to provide for this Project are as follows:

1. Prepare for and attend the pre-construction conference;
2. Review and approve shop drawings and other submittals to evaluate conformance with design intent, construction documents, and permit requirements;
3. Provide periodic site observations of the quality and progress of the Contractor's work in an effort to confirm that the construction is proceeding in accordance with the Contract Documents. During such visits, Consultant shall keep the Authority informed of the progress of the work and endeavor to guard the Authority against defects and deficiencies on the work of Contractor. Consultant will not be responsible for the means, methods, techniques, sequences or procedures of the Contractor or the safety precautions and programs incidental to the work of the Contractor;
4. Attend construction coordination meetings and other meetings as required (3 maximum);
5. Respond to various Requests for Information, Job memoranda, and other field prepared inquiries;
6. Review, evaluate, and provide input for Change Orders;
7. Review Contractor Applications for Payment; and
8. Attend and document substantial completion inspection.

**CLOSEOUT PHASE**

1. Attend and document final completion inspection;
2. Review as-built documents;
3. Prepare Record Documents and AutoCAD discs based upon information supplied by the OAR and Contractor; and;
4. Receive and review written guarantees and other required close-out documents assembled by the Contractor and provided to the OAR for sufficiency.

## **ASSUMPTIONS**

- Project will be constructed by a GOAA Continuing Contractor.
- AECOM shall not be responsible for the means, methods, techniques, sequences, procedures of construction or selection of materials selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. AECOM shall not guarantee the performance of the Contractor nor be responsible for the acts, errors, omissions, or the failure of the Contractor to perform the construction work in accordance with the Contract Documents.
- Permitting is not anticipated for this project. If permits are needed, additional compensation for coordination will be requested. All permit application fees shall be paid for by GOAA.
- The OAR will coordinate with the tenants for the construction of this Project.
- All necessary Obstruction Evaluation / Airport Airspace Analysis 7460 forms shall be completed by GOAA.

**EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL (OVERALL)**  
**TABLE C-1**  
**SUMMARY OF TOTAL CONTRACT VALUE**  
**H-00365; MCO Miscellaneous Pavement Repairs - CA Services**

Phase of Project:	Const. Admin.	TOTAL
1.0 Lump Sum Fee:	\$0	\$0
2.0 Not to Exceed Reimbursable Fee:	\$29,864	\$29,864
3.0 Not to Exceed Reimbursable Expenses:	\$0	\$0
<b>4.0 TOTAL CONTRACT VALUE:</b>	<b>\$29,864</b>	<b>\$29,864</b>

Total Lump Sum Labor Hours:	0	0
Total Not to Exceed Reimbursable Labor Hours:	161	161
<b>TOTAL LABOR HOURS:</b>	<b>161</b>	<b>161</b>
<b>Average Hourly Rate:</b>	<b>\$185.49</b>	<b>\$185.49</b>



**EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL**  
**TABLE C-4**  
**SUMMARY OF NOT TO EXCEED REIMBURSABLE FEES AND EXPENSES**  
**H-00365; MCO Miscellaneous Pavement Repairs - CA Services**

Phase of Project: Const. Admin.	Construction Admin		TOTAL		
	labor hours	Total Fee	labor hours	Cost	Avg. Rate
<b>AECOM</b>					
Not to Exceed Reimbursable Fee	161	\$29,864	161	29,864	\$185.49
Not to Exceed Reimbursable Expenses				\$0	
<b>Sub-Total AECOM</b>	<b>161</b>	<b>\$29,864</b>	<b>161</b>	<b>\$29,864</b>	<b>\$185.49</b>
Not to Exceed Reimbursable Fee	0	\$0	0	\$0	\$0.00
Not to Exceed Reimbursable Expenses				\$0	
<b>Sub-Total</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>\$0.00</b>
Not to Exceed Reimbursable Fee	0	\$0	0	\$0	\$0.00
Not to Exceed Reimbursable Expenses				\$0	
<b>Sub-Total</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>\$0.00</b>
Not to Exceed Reimbursable Fee	0	\$0	0	\$0	\$0.00
Not to Exceed Reimbursable Expenses				\$0	
<b>Sub-Total</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>\$0.00</b>
Not to Exceed Reimbursable Fee	0	\$0	0	\$0	\$0.00
Not to Exceed Reimbursable Expenses				\$0	
<b>Sub-Total</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>\$0.00</b>
Not to Exceed Reimbursable Fee	0	\$0	0	\$0	\$0.00
Not to Exceed Reimbursable Expenses				\$0	
<b>Sub-Total</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>\$0.00</b>
<b>Total Not to Exceed Amount:</b>	<b>161</b>	<b>\$29,864</b>	<b>161</b>	<b>\$29,864</b>	<b>\$185.49</b>

**EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL  
TABLE C-5  
BREAKDOWN OF NTE FEES**

**H-00365; MCO Miscellaneous Pavement Repairs - CA Services**

Position:	QA/QC REVIEWER		SENIOR PROJECT MANAGER		SENIOR ENGINEER		PROJECT ENGINEER		CADD TECHNICIAN		ADMINISTRATIVE ASSISTANT		TOTAL		
	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	Rate
<b>Rate (\$/Hour):</b>	\$243		\$301		\$227		\$158		\$115		\$79				<b>Avg. Hourly</b>
<b>AECOM</b>															
<b>Construction Administration (NTE)</b>															
Attend Pre-Construction Conference		\$0	1	\$301		\$0	4	\$632	2	\$230		\$0	7	\$1,163	\$166
Review and Approve Shop Drawings and Other Submittals	4	\$972		\$0	4	\$908	12	\$1,896		\$0		\$0	20	\$3,776	\$189
Review and Approve Shop Drawings (Resubmittals)	4	\$972		\$0	4	\$908	8	\$1,264		\$0		\$0	16	\$3,144	\$197
Site Visits (2 Visits)		\$0		\$0	4	\$908	4	\$632		\$0		\$0	8	\$1,540	\$193
Construction Coordination/Special Meetings (3 Meetings)		\$0	3	\$903		\$0	3	\$474		\$0		\$0	6	\$1,377	\$230
Respond to Requests for Information, Job Memoranda, and other inquiries	2	\$486	2	\$602	8	\$1,816	4	\$632	8	\$920	1	\$79	25	\$4,535	\$181
Review and provide input for Change Orders		\$0	2	\$602	2	\$454	2	\$316		\$0		\$0	6	\$1,372	\$229
Review Contractor's Applications for Payment	2	\$486		\$0	2	\$454	4	\$632		\$0		\$0	8	\$1,572	\$197
Attend and Document Substantial and Final Completion Inspection		\$0		\$0	4	\$908	4	\$632		\$0		\$0	8	\$1,540	\$193
Coordination w/Team Members, Contractor and CM.		\$0	2	\$602	2	\$454	4	\$632		\$0	1	\$79	9	\$1,767	\$196
Closeout		\$0	2	\$602	2	\$454	4	\$632	4	\$460	2	\$158	14	\$2,306	\$165
Invoicing		\$0		\$0	8	\$1,816		\$0		\$0	2	\$158	10	\$1,974	\$197
Prepare Record Documents	2	\$486	2	\$602	2	\$454	6	\$948	10	\$1,150	2	\$158	24	\$3,798	\$158
<b>TOTAL NTE FEE:</b>	<b>14</b>	<b>\$3,402</b>	<b>14</b>	<b>\$4,214</b>	<b>42</b>	<b>\$9,534</b>	<b>59</b>	<b>\$9,322</b>	<b>24</b>	<b>\$2,760</b>	<b>8</b>	<b>\$632</b>	<b>161</b>	<b>\$29,864</b>	<b>\$185</b>

**EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL**  
**TABLE C-6**  
**BREAKDOWN OF NOT TO EXCEED REIMBURSABLE EXPENSES**  
**H-00365; MCO Miscellaneous Pavement Repairs - CA Services**

**REIMBURSABLE EXPENSES**

A complete breakdown of estimated reimbursable expenses, if any, which will be compensated on a not to exceed reimbursable basis, shall be included in this section. The Consultant may use any format for this breakdown, provided that it clearly defines the basis for the not to exceed amount. A breakdown of each subconsultant's expenses is also required.

**There are no reimbursable expenses anticipated for this project.**

**EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL**

**TABLE C-7a, C-7b and C-7c  
PARTICIPATION SCHEDULES**

**H-00365; MCO Miscellaneous Pavement Repairs - CA Services**

**TABLE C-7a DBE PARTICIPATION SCHEDULE**

NAME OF SUBCONSULTANT	ADDRESS	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
<b>TOTAL PROPOSED PARTICIPATION</b>			<b>\$0.00</b>	<b>0.0%</b>

**TABLE C-7b MWBE PARTICIPATION SCHEDULE**

NAME OF SUBCONSULTANT	ADDRESS	MWBE CLASSIFICATION	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
<b>TOTAL PROPOSED PARTICIPATION</b>				<b>\$0.00</b>	<b>0.0%</b>

**TABLE C-7c LDB PARTICIPATION SCHEDULE**

NAME OF FIRM	ADDRESS	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
<b>TOTAL PROPOSED PARTICIPATION</b>			<b>\$0.00</b>	<b>0.0%</b>

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

**H-00365; MCO Miscellaneous Pavement Repairs - CA 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 subcontractant.

FIRM	POSITION	CONTRACT HOURLY RATE
AECOM	QA/QC Reviewer	\$243.00
AECOM	Senior Project Manager	\$301.00
AECOM	Senior Engineer	\$227.00
AECOM	Project Manager	\$204.00
AECOM	Project Engineer	\$158.00
AECOM	CADD Technician	\$115.00
AECOM	Administrative Assistant	\$79.00

H-00365, MCO Miscellaneous Pavement Repairs – CA Services

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.

Consultant: AECOM Technical Services, Inc.



By: \_\_\_\_\_

Print Name: Andrew Kacer, PE

Date: 07-24-2024

**MEMORANDUM**

TO: Members of the Construction Committee

FROM: Edelis Molina, Manager Small Business Programs

DATE: October 01, 2024

**ITEM DESCRIPTION**

Request for Approval of an Addendum to the Continuing Civil Engineering Services Agreement with AECOM Technical Services, Inc. for H-00365 Miscellaneous Pavement Rehabilitation Project, Orlando International Airport

**SMALL BUSINESS**

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