

**ADDENDUM NO. 6
TO THE AGREEMENT DATED APRIL 18, 2023
BETWEEN GREATER ORLANDO AVIATION AUTHORITY
AND AVCON, INC.**

**Project: Construction Administrative Services for E-00280 West Airfield
Electrical Upgrades, Orlando International Airport**

THIS ADDENDUM is effective this 27th 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 **SEVENTY-NINE THOUSAND SIX HUNDRED SIXTY-TWO AND NO/100 DOLLARS (\$79,662.00)**, broken down as follows:

Professional Fees:	NTE:	\$79,662.00
Professional Fees:	LS:	\$0.00
Reimbursable Expenses:	NTE:	<u>\$0.00</u>
Total:		\$79,662.00

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 29, 2023_____.

GREATER ORLANDO AVIATION AUTHORITY

<p>Approved as to Form and Legality (for the benefit of GOAA only) this day of <u>Jun 28, 2023</u></p> <p></p> <p>By: _____ NELSON MULLINS BROAD AND CASSEL, Legal Counsel Greater Orlando Aviation Authority</p>
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By:


box SIGN 4W68D971-1V7KV2PX

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

AVCON, INC.

By:


box SIGN 4W6779J8-1V7KV2PX

Signature (Duly Authorized Rep.)

SANDEEP SINGH

Printed Name

President

Title



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

Memorandum

To: Members of the Construction Committee

From: Tuan Nguyen, Manager of Engineering
(Prepared by Alex Sorondo)

Date: June 27, 2023

Re: Request for Approval of an Addendum to the Continuing Civil Engineering Consultant Services Agreement with AVCON, Inc. for Construction Administration Services for E-00280, West Airfield Electrical Upgrades, Orlando International Airport

Consultant's proposal, dated June 14, 2023, is to provide Construction Administration Services for the west airfield electrical system upgrades. 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 previously approved Capital Expenditure fund 308.631.110.5660003.000.501582. Funding source verified by VHinds of Construction Finance on 06/21/23 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	\$79,662.00
Lump Sum Fees	\$0.00
Not to Exceed Expenses	\$0.00
TOTAL	\$79,662.00
AAC – Compliance Review Date	9.5.5 6/16/23
AAC – Funding Eligibility Review Date	6/20/23



June 14, 2023

Mr. Tuan Nguyen, P.E.
Manager of Engineering
Greater Orlando Aviation Authority
11314 Terminal C Service Road
Orlando, FL 32824

**Reference: Professional Engineering Services Proposal
E-00280 West Airfield Electrical Upgrades
Construction Administration Services
Orlando International Airport**

Dear Mr. Nguyen:

As a follow up to our discussion, the following scope and fee proposal has been developed to provide Construction Administration services associated with the **E-00280, West Airfield Electrical Upgrades – Phase 1** project at Orlando International Airport. In line with the recommendations of the Bid and Award action accepted by the Authority, AVCON proposes to provide the Construction Administration Services, excluding Owner's Authorized Representative (OAR) services, during the startup cycle, the actual construction of the project, and closeout documentation. The scope of work included in this proposal includes the base bid and Additive alternates 1, 3, 4, 6:

- BASE BID - BASE BID (18L – TFC1, TFC2)
- ADDITIVE ALTERNATE 1 (GENERATOR AND VAULT MODIFICATIONS)
- ADDITIVE ALTERNATE 3 (18R – TEC1, TEC2, TEE1, TES1)
- ADDITIVE ALTERNATE 4 (ALCMS FOC)
- ADDITIVE ALTERNATE 6 (18L – TFE1)

The overall scope of work for the Construction Administration Services is enumerated in Items 1-12 below:

CONSTRUCTION ADMINISTRATION SERVICES

1. Review and advise the Authority on Contractor's schedule;
2. Prepare for and Attend the Pre-Construction Conference;
3. Catalog, review, and approve shop drawings, samples, and other submissions as to conformance with design concept and construction documents;
4. Provide weekly (4 hours – including bi-weekly JCM) on-site project observation of the progress, quality, and quantities of the executed work and to determine whether the work is generally proceeding in accordance with the Contract Documents (work to include vault modifications, lighting, HVAC and structural support);



5. Provide consultation and advice to the Authority during all phases of the construction;
6. Respond to various Requests for Information (RFIs), Job Memoranda (JM), and other field prepared inquiries;
7. Review Change Orders (COs) as prepared by the OAR staff;
8. Substantial Completion Inspections (3 each)
9. Final Completion Inspection (3 each)
10. Review Contractor Applications for Payment;

CLOSE OUT SERVICES

11. Prepare Record Documents and AutoCAD discs based upon information supplied by Authority's OAR and construction Contractor;
12. Receive and review written warranties, certifications, Operation & Maintenance Manuals, and other documents assembled by the Contractor(s) and submitted to the OAR for sufficiency and compliance with the Contract Documents.

Based on the scope identified above and the attached **Exhibit A – C Tables**, we have identified a total **Not-To-Exceed Fee** of **Seventy-nine thousand Six hundred sixty-two and no/100 dollars (\$79,662.00)** to complete the scope of work for Construction Administration Services. The enclosed spreadsheets and summary tables are provided to illustrate the basis for the fees.

Based on the limited scope of work, we have not identified any MWBE or LDB participation for this task. However, we will monitor any opportunities which may arise. **AVCON, INC.** will provide the overall management of the team requirements, serve as intermediary with Authority staff, as well as provide the Record Drawing documents for the completed project.

Thank you again for the trust you have placed in us and the opportunity to serve you on this important project. We look forward to a successful project with the Authority.

Sincerely,

AVCON, INC.

A handwritten signature in blue ink, appearing to read "Craig Sucich", is written over a light blue horizontal line.

Craig Sucich, P.E.
Senior Project Manager

Enclosure C-Tables
Truth in Negotiations

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

Construction Administration Services

TABLE C-1 SUMMARY OF TOTAL CONTRACT VALUE

	Preliminary Design	Schematic 30%	Development 60%	Const. Docs. 95%	Bidding & Award	SUBTOTAL	Const. Admin.	Closeout	TOTAL CONTRACT
1.0 Lump Sum Fee:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.0 Not to Exceed Reimbursable Fee:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68,320.00	\$ 11,342.00	\$ 79,662.00
3.0 Not to Exceed Reimbursable Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.0 TOTAL CONTRACT VALUE:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68,320.00	\$ 11,342.00	\$ 79,662.00

Total Lump Sum Labor Hours:									
Total Not to Exceed Reimbursable Labor Hours:	0	0	0	0	0	0	566	104	670
TOTAL LABOR HOURS:	0	0	0	0	0	0	566	104	670
Average Hourly Rate:	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ 120.71	\$ 109.06	\$ 118.90

Notes:

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

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

Construction Administration Services

TABLE C-4
SUMMARY OF NOT TO EXCEED REIMBURSABLE FEES AND EXPENSES

	Preliminary Design		Schematic (30%)		Development (60%)		Const. Docs. (90%)		Bidding & Award		Const. Admin.		Closeout		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
AVCON, INC.																	
Not to Exceed Reimbursable Fee	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	566	\$68,320	104	\$11,342	670	\$79,662	\$ 118.90
Not to Exceed Reimbursable Expenses				\$0		\$0		\$0		\$0						\$0	
Sub-Total AVCON, INC.	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	566	\$68,320	104	\$11,342	670	\$79,662	
Subconsultant No. 1 - N/A																	
Not to Exceed Reimbursable Fee											0	\$0	0	\$0	0	\$0	#DIV/0!
Not to Exceed Reimbursable Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	
Sub-Total AECOM	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
Subconsultant No. 2 - N/A																	
Not to Exceed Reimbursable Fee	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 BFA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
Subconsultant No. 3 - N/A																	
Not to Exceed Reimbursable Fee	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 BPA CONSULTANTS, INC.	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
Subconsultant No. 4 - N/A																	
Not to Exceed Reimbursable Fee			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 ARDMORE	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
Subconsultant No. 5 - N/A																	
Not to Exceed Reimbursable Fee			0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$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	
Total Not to Exceed Fee Amount:	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	566	\$68,320	104	\$11,342	670	\$79,662	\$ 118.90
Total Not to Exceed Expense Amount:	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

Construction Administration Services

**TABLE C-5
BREAKDOWN OF NTE FEES**

Position:	QA REVIEWER		PROJECT MANAGER		SENIOR ENGINEER/DESIGNER		PROJECT ENGINEER/DESIGNER		SR CADD DESIGNER		ADMINISTRATIVE		TOTAL		
Rate (\$/Hour):	\$256		\$194		\$149		\$113		\$105		\$65				Avg. Hourly Rate
	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	
Construction Administration															
1. Review and advise the Authority on Contractor's schedule.	0	\$0	4	\$776	0	\$0	24	\$2,712	0	\$0	4	\$260	32	\$ 3,748.00	\$117
2. Prepare for and Attend the Pre-Construction Conference.	0	\$0	2	\$388	2	\$298	8	\$904	4	\$420	4	\$260	20	\$ 2,270.00	\$114
3. Catalog, review and approve shop drawings, samples and other submissions as to conformance with design concept.	0	\$0	2	\$388	8	\$1,192	24	\$2,712	0	\$0	24	\$1,560	58	\$ 5,852.00	\$101
4. Provide weekly review of the progress (including bi-weekly JCMs), quality and quantities of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents.	0	\$0	8	\$1,552	16	\$2,384	200	\$22,600	0	\$0	0	\$0	224	\$ 26,536.00	\$118
5. Provide special consultation and advice to Authority during all phases of the construction.	0	\$0	8	\$1,552	16	\$2,384	40	\$4,520	0	\$0	0	\$0	64	\$ 8,456.00	\$132
6. Respond to RFIs & JMs.	0	\$0	8	\$1,552	24	\$3,576	24	\$2,712	8	\$840	16	\$1,040	80	\$ 9,720.00	\$122
7. Review Change Orders, as applicable.	0	\$0	2	\$388	8	\$1,192	4	\$452	0	\$0	12	\$780	26	\$ 2,812.00	\$108
8. Substantial Completion Inspections (3 each)	0	\$0	6	\$1,164	12	\$1,788	12	\$1,356	0	\$0	0	\$0	30	\$ 4,308.00	\$144
9. Final Completion Inspections (3 each)	0	\$0	6	\$1,164	8	\$1,192	12	\$1,356	0	\$0	0	\$0	26	\$ 3,712.00	\$143
10. Review Contractor's Invoices	0	\$0	4	\$776	0	\$0	0	\$0	0	\$0	2	\$130	6	\$ 906.00	\$151
Sub-Total Construction Administration	0	\$0	50	\$9,700	94	\$14,006	348	\$39,324	12	\$1,260	62	\$4,030	566	\$ 68,320.00	\$121
Closeout															
11. Prepare record drawings and AutoCAD discs based upon information submitted to the Authority's OAR by the construction Contractor; and	0	\$0	4	\$776	4	\$596	16	\$1,808	40	\$4,200	2	\$130	66	\$ 7,510.00	\$114
12. Receive and review written warranties, certifications, Operation & Maintenance Manuals, and other documents assembled by the Contractor(s) and submitted to the OAR for sufficiency and compliance with the Contract Documents	0	\$0	2	\$388	4	\$596	16	\$1,808	0	\$0	16	\$1,040	38	\$ 3,832.00	\$101
Sub-Total Closeout	0	\$0	6	\$1,164	8	\$1,192	32	\$3,616	40	\$4,200	18	\$1,170	104	\$ 11,342.00	\$109
TOTAL NOT-TO-EXCEED REIMBURSABLE FEE:	0	\$ -	56	\$ 10,864	102	\$ 15,198	380	\$ 42,940	52	\$ 5,460	80	\$ 5,200	670	\$ 79,662	\$119

NOTES:

1. A separate spreadsheet is required for each consultant/subconsultant with any portion of it's services to be compensated on a NTE 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 C-7a, C-7b and C-7c
PARTICIPATION SCHEDULES

Construction Administration Services

TABLE C-7a DBE PARTICIPATION SCHEDULE

NAME OF SUBCONSULTANT	ADDRESS	DBE CLASSIFICATION	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
				\$0.00	0.0%
				\$0.00	0.0%
TOTAL PROPOSED PARTICIPATION				\$0.00	0.0%

TABLE C-7b MWBE PARTICIPATION SCHEDULE

NAME OF SUBCONSULTANT	ADDRESS	MWBE CLASSIFICATION	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
					0.00%
TOTAL PROPOSED PARTICIPATION				\$0.00	0.00%

TABLE C-7c LDB PARTICIPATION SCHEDULE

NAME OF FIRM	ADDRESS	LDB CLASSIFICATION	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
TOTAL PROPOSED PARTICIPATION				\$0.00	0.00%

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-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 both the design consultant and each subconsultant.

FIRM	POSITION	CONTRACT HOURLY RATE
AVCON (2022)	PRINCIPAL	\$ 256.00
AVCON (2022)	QA REVIEWER	\$ 256.00
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)	CONTRACT ADMINISTRATOR	\$ 96.00
AVCON (2022)	CONSTRUCTION INSPECTOR	\$ 103.00
AVCON (2022)	CAD DESIGNER	\$ 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

June 14, 2023

Mr. Tuan Nguyen, P.E.
Manager of Engineering
Greater Orlando Aviation Authority
11314 Terminal C Access Road
Orlando, Florida 32824

Reference: **Construction Phase Services**
West Airfield Electrical Upgrades – Phase 1
Orlando International Airport

Dear Mr. Nguyen:

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 blue ink that reads "James A. Kriss". The signature is fluid and cursive, with the first name "James" being more prominent than the last name "Kriss".

James A. Kriss, P.E.
Sr. Vice President

Date: June 14, 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: June 27, 2023

Re: Request for Approval of an Addendum to the Continuing Civil Engineering Consultant Services Agreement with AVCON, Inc. for Construction Administration Services for E-00280, West Airfield Electrical Upgrades, 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.